

MASTER OPTION AND NON-EXCLUSIVE LICENSE AGREEMENT

Between

Orlando Utilities Commission

And

XXXXX

This Master Option and Non-Exclusive License Agreement (“Agreement”) is made effective the ____ day of _____, 201_, (“Effective Date”) by and between the Orlando Utilities Commission, a statutory commission under the laws of Florida, with offices at 100 West Anderson Street, Orlando, Florida 32801 (“OUC”), and XXX a corporation, with its principal offices at xxxxxxxx (hereinafter “Licensee”). Each may be referred to as a “party” and/or jointly the “parties”. OUC and Licensee agree to be bound by all provisions of this Agreement. The parties acknowledge that this Agreement shall take precedence over any prior communications, understandings and/or agreements between the parties and that any previous master option and non-exclusive license agreement(s) are deemed null and void as of the Effective Date of this Agreement. The terms and conditions of this Agreement shall also control and govern all Site Licenses existing as of the Effective Date of this Agreement until such Site License is either terminated or renewed.

1. **SUBJECT**

OUC hereby grants to Licensee the option to license space under the terms of this Agreement on certain portion(s) of structures owned by OUC (the “Property”) as may be made available to Licensee as particularly described in each Site License, attached and incorporated herein as an Exhibit, for the placement of wireless type communications equipment, antennas, cables and other facilities (“Equipment”).

2. **DEFINITIONS**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined in an Exhibit to this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

Application Fee: means the initial, non-refundable fee charged to Licensee for filing an Application for an Attachment License. The Filing Fee is solely to compensate OUC for reviewing and processing an Application and does not include or offset Costs or Annual Usage Charges.

Attaching Entity: means any public or private entity, including Licensee, which, pursuant to a license agreement with OUC, places any item of Equipment on OUC Property.

Attachment: means any Licensee Equipment or facilities placed on OUC Property as specifically defined and identified in each Site License issued under this Agreement.

Communications Space: means the area on any given pole, as required by Electrical Code, hereinafter defined, within which Attachments and pole contacts may lie. The term Communications space has the equivalent meaning as that used in the Electrical Code. The top surface of the Communications Space must remain at least 40 inches from the lowest surface of the Supply Space and from any other electrical lines, conductors, or equipment. The bottom surface of the Communications Space must maintain a clearance of at least 18 feet above the ground.

Conduit System: means OUC's conduits, inner duct, manholes, hand holes, vaults, pull-boxes, and trenches.

Construction Standards: means those engineering and construction standards, specifications, and designs maintained and referenced internally by OUC for its own infrastructure distribution construction and engineering efforts.

Cost: shall have the meaning as outlined in Section 26 herein.

Design Documents: means all specifications, drawings, schematics, blueprints, engineering documents, and written requirements for materials, equipment, design, construction, and workmanship issued by OUC to Licensee with respect to make-ready and installation work on a particular Attachment or pole or group of Attachments or poles.

Due Diligence Period: shall have the meaning set forth in Section 5.

Effective Date: means the start date as designated in this Agreement.

Electrical Code: means the National Electrical Safety Code (NESC), the National Electrical Code (NEC)

License Application: means the OUC prescribed application sheet, together with all required prints, maps, proposed routes, project descriptions, and proposed schedules that Licensee must submit, in full, to OUC in order to request and be granted a Site License for a particular Premise.

OUC Facilities: means all personal property and real property owned or controlled by OUC, including, but not limited to, poles, Conduit System, and related facilities.

Permit: means written or electronic authorization from OUC allowing Licensee to make or maintain Attachments to specific utility poles or spans of the Conduit System pursuant to the requirements of this Agreement. Licensee attachments made prior to the Effective Date and

authorized by OUC “Existing Attachments” shall be deemed permitted Attachments hereunder.

Standards: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric OUC Facilities and includes the most current versions of the National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements or standards of OUC or other federal, state, or local authority with jurisdiction over OUC Facilities.

Site License: means the terms under which Licensee will be allowed to place its equipment and/or facilities on OUC Property.

Usage Rate: means the annual amount Licensee must pay OUC for each Attachment.

Unauthorized Attachment: means an Attachment or any other affixing or placing of Licensee’s facilities onto OUC Property for which Licensee does not have a valid Attachment License.

3. **SCOPE**

INTENDED USE

Subject to the provisions of this Agreement and the terms of the applicable Site License (as defined below), OUC shall, if appropriate and upon Licensee’s submission of a permit application under Article 4 below, grant Licensee the non-exclusive use of such Property solely for the construction, erection, operation, removal, replacement and maintenance of the Equipment on, in and about the Property in connection with its business.

Licensee shall secure any right or authority necessary for Licensee to erect and maintain its system within the public streets, highways, and other thoroughfares and shall secure any required consent as necessary from other property owners to maintain its facilities on OUC Property. If Licensor does not have a valid enforceable utility easement, the permit covering the use of OUC Property shall immediately terminate and Licensee shall remove its facilities from OUC Property no later than thirty (30) days after receipt of such notice. If OUC has an easement or right-of-way over public or private property sufficient under federal or state law to permit attachments, Licensee shall not be required to obtain independent permission to access OUC Property.

Upon site license issuance, Licensee shall have the right to use the property around the Property as may be reasonably necessary and as approved by OUC to perform construction, installation or maintenance of its facilities and OUC will, at Licensee’s request and if appropriate, grant temporary licenses for construction to Licensee. Licensee, at its sole expense, shall promptly

report and repair any damage to the Property which is the result of its use of the Property. In the event that the Licensee's use of the Property subjects OUC to any legal action, Licensee shall indemnify and defend OUC against all claims of liability arising from such action.

4. **PERMIT ISSUANCE CONDITIONS**

OUC will issue one or more Permit(s) to Licensee only when OUC determines, in its sole judgment, that (i) it has sufficient capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all applicable Standards and (iv) payment of a non-refundable Permit fee.

5. **DUE DILIGENCE PERIOD**

Notice of the due diligence period as to each location shall be given by Licensee delivering a written notice in the form of the Site License attached as an Exhibit hereto ("Site License") to OUC identifying the specific site. OUC shall within fifteen (15) business days of receipt of the notice, either approve or deny the use of that site. OUC's approval or denial of the request shall be made in OUC's sole discretion and shall be made in writing in the manner set forth in each Site License attached as an Exhibit hereto. For six (6) months ("Due Diligence Period") from the date of OUC's execution of a Site License, OUC agrees to permit Licensee non-exclusive ingress and egress to the related Property, subject to OUC's security protocol for access, during OUC's normal business hours to conduct such surveys, structural strength analysis, and any and all other activities of a similar nature as Licensee may deem necessary at the sole cost of Licensee, provided such activities do not interfere with the operation of OUC's facilities or those of any third party holding a license for the use of the Property. Licensee shall have the right to seek governmental permits and approvals for installation of its communications facility, and OUC agrees to cooperate with Licensee as necessary to pursue governmental permits and authorizations at the sole cost of Licensee. On or before the expiration of the Due Diligence Period, Licensee shall, in its sole discretion, either notify OUC in writing that it waives its option to license space or deliver to OUC two (2) executed counterparts of a Site License in the form attached hereto as an Exhibit.

6. **TERM OF AGREEMENT**

This Agreement shall become effective on the Effective Date if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, shall automatically be renewed for two additional five (5) year terms. Either party may terminate this Agreement at the end of the initial term or any successor term, thereafter, by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given at least ninety (90) calendar days prior to the end of the then-current term.

Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to operational interference caused by Licensee's

Communications Facilities, as provided for in Article 16.

7. **LIENS**

Licensee shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Licensee. Licensee shall, within fifteen (15) calendar days following Licensee's receipt of written notice of the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work, which OUC permits Licensee to perform on the Property, shall be deemed to be for the use and benefit of OUC so that no mechanics or other lien shall be allowed against OUC by reason of its consent to such work. OUC shall have the right to post notices that it is not responsible for payment for any such work.

OUC waives any lien rights it may have concerning the Equipment, which is deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without OUC's consent.

8. **TAXES**

Licensee shall be liable for and shall pay to the applicable taxing authority if billed directly to Licensee, or to OUC if billed to OUC, upon thirty (30) business days prior written notice from OUC, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by Licensee on the Property, including any additional real estate taxes or assessments which may be levied against the Property by reason of installation or improvements by Licensee and this license. OUC shall provide Licensee with appropriate documentation to substantiate such payments.

Notwithstanding anything herein to the contrary, Licensee shall be responsible for the payment of any tax or other assessment levied on OUC facilities or the Property due to their use or occupancy by the Licensee during the term of this agreement. Licensee shall be liable for and shall pay to the applicable taxing authority if billed directly to Licensee, or to Licensor if billed to Licensor, upon thirty (30) days prior written notice from Licensor, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by Licensee on the Property, including, but not limited to, any additional real estate (ad valorem) taxes or assessments, sales, discretionary, use or occupancy tax, and any intangible tax, which may be levied against the Property by reason of use, installation or improvements by Licensee and this leasehold. Licensor shall provide Licensee with appropriate documentation to substantiate such payments.

Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Licensee is wholly or partly responsible for payment under this Agreement.

9. **SIGNS**

Any and all signs shall be maintained in compliance with applicable governmental rules and regulations governing such signs and first approved by OUC. Licensee shall be responsible to OUC for any damage caused by such installation, use or maintenance of such signs. Licensee agrees upon removal of any sign(s) to timely repair all damages incident thereto.

10. **CONTINGENCIES**

It is understood and agreed that Licensee's ability to use the Property is contingent upon its obtaining all of the certificates, right-of-way authority, permits, and other approvals that may be required by any federal, state, or local authorities. In the event that any applications shall be finally rejected or any certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, Licensee shall have the right to terminate the Site License pertaining to the site upon sixty (60) calendar days' notice and payment of any rents due up to and including date of removal of all Licensee's equipment. OUC shall retain any prepaid rents.

In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensee shall have the right to either (i) cancel the applicable Site License and all obligations of Licensee thereunder shall immediately cease, or (ii) Licensee, at its sole cost and expense, shall have the option to obtain such variance.

11. **INSTALLATION**

Prior to installation of its Equipment or any modifications or changes to the Equipment, Licensee shall submit all plans for OUC's approval. OUC may within fifteen (15) business days of receipt of the plans, either approve or deny the use of that site or the requested modification. OUC's approval or denial of the request to license a particular site shall be made in OUC's sole discretion and shall be made in writing in the manner set forth in each Site License. No installation or modification will be permitted without prior written approval from OUC. If OUC does not approve or disapprove said plans with fifteen (15) business days of submission, the plans shall be deemed disapproved by OUC. Licensee may resubmit its plans for reconsideration. All installation shall be done in a manner not to cause damage to or void any warranties to OUC's Property.

12. **CONSTRUCTION**

A. Licensee may contract or subcontract for any and all construction or other work it is to perform under this Agreement. Licensee shall require said contractor(s) or subcontractor(s) to have the appropriate federal, state, county and local licenses for the construction/installation work to be performed. Licensee shall be responsible for

installation of all facilities under all of the Site Licenses herein. All construction shall be performed in accordance with all applicable codes, regulations and standards, including, but not limited to, applicable sections of the Occupational Safety and Health Act (“OSHA”), the NESC, the NEC, the Florida Public Service Commission, the Federal Communications Commission and the Orlando Utilities Commission Safe Work Practices. Any construction activities performed by Licensee or any of its contractors or subcontractors which requires access to OUC owned or operated facilities shall be coordinated with OUC. No work shall be performed in or on OUC facilities without an OUC representative being present if deemed necessary by OUC. Licensee shall reimburse OUC for the services provided by such representative(s) at a rate of 2.4 times OUC’s Standard Labor Rate (as such may be amended from time to time). The Standard Labor rate shall include, but is not limited to, all overhead cost, indirect costs, payroll taxes, benefits and transportation. In addition, the use of any contractor shall be approved by OUC, which approval shall not be unreasonably withheld or conditioned, nor unduly delayed. Any routine construction to be performed by Licensee or any of its contractors or subcontractors shall require reasonable prior notice to OUC to permit access scheduling. In no event shall such notice be delivered to OUC less than five (5) working days prior to the commencement of performance of such routine construction. Whenever Licensee solicits bids for any construction work to be performed hereunder, Licensee shall offer OUC the opportunity to bid for the performance of such work provided.

- B. Licensee shall pay for a wind loading analysis (structural analysis) on each OUC Property desired to be licensed to be conducted by a third party designated by OUC. With OUC’s approval, Licensee may be required to strengthen such Property as necessary to support the proposed Licensee antenna installation in accordance with EIA RS-222 or applicable revision at Licensee’s sole cost. Any increase in antennas by Licensee on licensed towers will require a new wind loading analysis and tower strengthening if indicated by the wind loading analysis at Licensee’s sole cost. Telephone and data communications are the sole responsibility and cost of Licensee. The wind loading analysis must reserve capacity on any licensed tower to accommodate three DB-812 antennas located at the highest mounting point for OUC’s current and future antennas. Plans for any tower strengthening or remediation shall likewise include space reserved for OUC’s current and/or future antennas.

13. **RELOCATION**

- A. Subject to the provisions of this Paragraph, OUC may upon one-hundred eighty (180) calendar days prior written notice to Licensee, require at Licensee’s sole cost, the relocation of any of Licensee’s equipment installed on or in the Property, transfer of Licensee’s equipment to alternate Property, or have performed any other work in connection with Licensee’s equipment which may be required by OUC as a result of the operational needs or plans of OUC. OUC may, in its sole discretion, provide alternative sites for the equipment, provided that Licensee acknowledges that OUC is not required to so provide.

In the event no alternative site is provided, then OUC or Licensee may terminate the individual Site License or this Agreement. Alternate Property, however, shall be subject to availability and Licensee's acceptance of any proposed alternate Property. In the event OUC is unable to provide a mutually acceptable alternate Property, no provision of this Agreement shall be construed so as to require OUC to construct new facilities in order to meet the needs of Licensee, and Licensee may terminate the applicable Site License without further liability or obligation. In the event that Licensee terminates the Agreement pursuant to the provisions of this section, Licensee shall receive a refund of any prepaid rent for the unused portion of the term upon removal of all Licensee's equipment from the site.

- B. OUC shall exercise its relocation right under Paragraph A, above, by (and only by) delivering written notice (the "Notice") to Licensee. In the Notice, OUC shall propose, if available, an alternate site to which Licensee may relocate its communications Equipment. Licensee shall have sixty (60) calendar days from the date it receives the Notice to evaluate OUC's proposed relocation site, during which period Licensee shall have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Licensee fails to forward written notification of rejection of a relocation site to OUC within the sixty (60) day evaluation period, then Licensee shall be deemed to have approved such proposed relocation site. If Licensee disapproves such relocation site, then OUC may thereafter propose another relocation site by Notice to Licensee giving Licensee sixty (60) calendar days from the date of the Notice to determine the feasibility of the proposed relocation site. Any relocation site which OUC and Licensee agree upon in writing shall be referred to hereinafter as the "Relocation Site". Licensee shall have a period of One Hundred Eighty (180) calendar days after execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site to relocate its Equipment to the Relocation Site at Licensee's expense.
- C. In the event of relocation, removal or alteration of facilities which is required by a governmental agency with proper authority to require the relocation, removal, or alteration of OUC Facilities, OUC shall notify Licensee as soon as reasonably possible of the requirement and schedule. Licensee shall be responsible for its pro-rata share of costs associated with such relocation, removal or alteration of Licensee's Equipment; however, any costs resulting from the accommodation of third parties shall be borne by such third parties. Licensee shall reimburse OUC within thirty (30) calendar days of receipt of OUC's invoice for OUC's cost and expenses incurred in connection with any relocation work that relates solely to Licensee's Equipment. When costs are reimbursed by a governmental agency or third party whose requirements necessitate such relocation work, Licensee shall receive a credit to the extent of any reimbursement actually received by OUC for the relocation of the Licensee's Equipment. If the relocation materially changes the character of the Property licensed to Licensee, the annual fee for the Site License shall be increased or decreased upon mutual agreement of the parties to reflect the actual Property then being used by Licensee. In the event OUC is unable to provide a mutually acceptable alternate Property as a result of this relocation, no provision of this Agreement shall be construed so

as to require OUC to construct new facilities in order to meet the needs of Licensee, and Licensee may terminate the applicable Site License without further liability or obligation. In the event that Licensee terminates the Agreement pursuant to the provisions of this section, Licensee shall receive a refund of any prepaid rent as of the date of removal of all Licensee's equipment from the site.

- D. In cases of repairs or relocations necessitated by emergency, OUC may relocate or make such repairs as may be required for safety to Licensee's Equipment without prior notice; provided, however, OUC shall notify Licensee, at a number provided to OUC as soon as practicable, but in no event shall said notice be given later than three (3) hours after the emergency is discovered by OUC, that the emergency exists and that emergency work is being or will be performed.
- E. Upon relocation of the Equipment of Licensee, or any part thereof, to the Relocation Site, all references to the site in the agreement shall be deemed to be references to the Relocation Site. OUC and Licensee hereby agree that the Relocation Site (including the access and utility right of way) must be surveyed by a licensed surveyor at the sole cost of Licensee, and such survey may become a part hereof and control or describe the Relocation Site. Except as expressly provided herein, OUC and Licensee hereby agree that in no event shall the relocation of the Equipment of Licensee affect, alter, modify or otherwise change any of the terms and conditions of this Agreement or the affected Site License.
- F. In the event of an emergency related to Licensee's Equipment, OUC shall make all reasonable efforts to dispatch its personnel within two (2) hours of notice by Licensee; provided, Licensee shall notify OUC, to allow Licensee to gain access into OUC's Property to correct any failure, interruption or impairment in the operation of Licensee's Equipment.

14. **REPAIRS**

- A. In the event of any relocation, each party shall use all reasonable efforts to maintain the integrity and continuity of the other party's system.
- B. Provided Licensee has an approved contractor qualified with OUC, Licensee shall, at its discretion, have an inspector (s) and/or repair crew(s) on site for maintenance and repairs. Licensee shall perform the essential maintenance and make the repairs needed to minimize the duration of any outage, upon the consent of OUC. Whenever Licensee solicits bids for any maintenance or repair work to be performed hereunder, and subject to the provisions of Section 12, above, Licensee shall offer OUC the opportunity to bid for the performance of such work.
- C. If any of the construction, relocation or repair work to be undertaken by Licensee pursuant to paragraph 12 or paragraph 13 is performed by a contractor other than OUC, Licensee shall require its contractor to furnish OUC with full indemnification for such contractor's actions as OUC may specify and General Comprehensive Liability Insurance, or its

equivalent, providing for bodily injury or death of one person(s), personal injury and/or property damage per occurrence with limits no less than those required of Licensee under this Agreement. Said liability policy should be endorsed with a Broad Form Contractual Endorsement covering the above indemnification and a Completed Operations Endorsement. OUC shall be named as additional insured and the policy shall be primary to any similar coverage maintained by OUC. No reduction in coverage, material adverse change in the terms of coverage or cancellation shall be made to the policy without thirty (30) calendar days prior written notice to OUC. In addition, Licensee shall furnish a certificate of insurance prior to any contractors performing work on OUC's Property.

- D. OUC shall have the right, but not the obligation, to supervise and may oversee Licensee's work which may be permitted under this paragraph or paragraph 12 and shall be reimbursed in accordance with the provisions of paragraph 12. An OUC provided escort is required at all times the Licensee, its contractor, or subcontractor is on OUC Property.

15. OPERATION

- A. Licensee shall operate and maintain its equipment in compliance with all applicable rules and regulations imposed by any local, state, or federal authority having jurisdiction over Licensee's operations, as well as all applicable local, state and federal laws, statutes and ordinances.
- B. In the event a change in rules or regulations by any local, state, or federal authority having jurisdiction over Licensee's operations makes it immediately necessary to make repairs or structural modifications, Licensee shall have the right to (i) terminate the applicable Site License by giving fifteen (15) calendar days written notice to OUC and all obligations of Licensee shall immediately cease upon removal of all Licensee's Equipment from the site, or (ii) Licensee, at Licensee's expense, will make the modifications and repairs as may be reasonably necessary to permit the presence of the Equipment.
- C. OUC agrees that Licensee shall have twenty-four (24) hour a day, seven (7) day a week access, subject to OUC's security protocols at said time, to each Property for the purpose of installing, maintaining, removing, replacing, servicing, operating and repairing Equipment. Licensee agrees that only authorized Licensee personnel, or agents, will be permitted to enter the Property. See paragraph 32, "Security".
- D. OUC shall maintain the Property in sound condition and repair and in compliance with all applicable federal, state and local laws, rules and regulations.

16. INTERFERENCE WITH OPERATION

Notwithstanding any provision in this Agreement to the contrary, it is expressly understood and agreed that:

Licensee agrees to install the Equipment of a type and frequency which will not cause personal harm to nor interfere with the operations of OUC personnel and existing tenants of the Property as such operations legally exist at the time of Licensee's installation of the Equipment.

If OUC determines there is harmful interference from the Licensee's Equipment to OUC's power or communication facilities (existing before or after installation of base station equipment provided that OUC is not operating with a frequency licensed to Licensee or the Equipment of other licensees, which are located on or in OUC's Property before the commencement date of the Due Diligence Period an interference notice will be sent to all licensees.

- A. All the licensees will be given seventy-two (72) hours to respond to the complaint and acknowledge the issue where interference is to other users or eight (8) hours if interference affects OUC's facilities or creates safety issues.
- B. A meeting between the licensees and OUC personnel shall occur within five (5) business days where the interference is to other users, or twenty-four (24) hours if interference affects OUC facilities or creates safety issues, to determine if the source of the offending interference originates from the Licensee or the combination of licensee(s) due to intermodulation.
- C. If the source of the interference is caused by the licensee(s), then the licensee(s) shall, at its sole cost, remedy the problem within ten (10) business days where the interference is to other users or five (5) calendar days if interference affects OUC's facilities or creates safety issues after the initial complaint. Resolution is determined to be complete when the offending interference caused by the licensee(s) is remedied and agreed as complete by OUC, provided that the time period to cure the interference may be extended by Licensee, if Licensee powers down the interfering equipment with the exception of intermittent testing necessary to cure the interference.
- D. If the licensee(s) fail to comply, OUC reserves the right to terminate the license(s) with the offending licensee(s) in order to protect OUC's communication system from by harmful interference. OUC's communication system reliability and its integrity are necessary for safety of life to OUC workers.
- E. OUC shall not allow the operation of equipment and systems by users who are granted rights at or subsequent to the beginning of the Due Diligence Period to interfere with the operation of the Licensee's or other licensee's Equipment as it exists at the time of the subsequent user's installation. If any such interference occurs, OUC agrees to eliminate the cause of the interference with Licensee's or other licensee's operations.
- F. Licensee will resolve technical interference problems with other equipment located at the Property on the commencement date or any equipment that becomes attached to the Property at any future date when the Licensee desires to add additional equipment to the Property. Likewise, OUC will not permit or suffer the installation of any future equipment

of third parties which (a) results in technical interference problems with the Licensee's then existing equipment or (b) encroaches onto Licensee's site.

G. In the event the Licensee's Site License is terminated for cause under this Section, OUC will keep all prepaid rents.

17. UTILITIES

Where necessary, OUC does hereby grant to Licensee a license for the limited purpose of providing Licensee with a right to and means of ingress and egress to install, maintain, repair, operate, service, replace and to provide utilities to the Equipment. Licensee shall separately meter and be responsible for the payment of utilities directly to the provider. Telephone and data communications are the sole responsibility and cost of Licensee.

18. INGRESS AND EGRESS

OUC grants Licensee a license for non-exclusive ingress and egress to the Property on a twenty-four (24) hours a day, seven (7) day a week basis, subject to the provisions listed in the provisions contained in Article 12, "Construction" and any OUC security protocol in effect depending on the situation and/or site.

19. RIGHTS IN EQUIPMENT

The Equipment is and shall remain the sole and exclusive responsibility and property of Licensee.

Within thirty (30) calendar days after the expiration or termination of a Site License, Licensee shall remove all of its Equipment in a workmanlike manner without any injury, interference, damage or destruction to the, Property or its operations, and Licensee shall restore the Property to substantially the same condition it was in as of the commencement date of the related Site License, normal wear and tear excepted. In the event Licensee fails to remove its Equipment from the Property within thirty (30) days of the termination or expiration of this License, then OUC shall provide to Licensee written notice, and Licensee shall have an additional fifteen (15) days in which to vacate the Property. If Licensee fails to comply within fifteen (15) days of its receipt of such notice, then OUC, in its sole discretion, shall have the right to presume that Licensee has abandoned its Equipment, which can be sold or disposed of by OUC or OUC can remove the Equipment and charge Licensee the reasonable costs of removal and storage.

20. INDEMNIFICATION

With the exception of claims or damages as may be due to or solely caused by the acts or omissions of OUC, its employees or agents, Licensee hereby agrees to indemnify and hold OUC, its commissioners, officers, employees and agents harmless from and against any and all claims, damages, losses, expenses, including but not limited to, cost and reasonable attorney's fees,

whether at trial or appellate levels or whether in mediation or arbitration, to the extent that they result or arise from (i) the acts or omissions of Licensee, its agents, subcontractors, and employees in, on or about the Property, (ii) Licensee breach of any term or condition of this Agreement; or (iii) the use and occupancy of the Property and/or installation of the Equipment by the Licensee.

21. INSURANCE

- A. The requirements specified herein as to types, limits, and OUC's approval of insurance coverage to be maintained by Licensee and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Licensee and its contractors and subcontractors under this Agreement.
- B. At the time of execution of this Agreement and each Site License, but in any event prior to commencing work, and as a condition precedent to Licensee and its contractors and subcontractors' initiation of performance, Licensee and its subcontractors shall furnish OUC with certificates of insurance as evidence that policies providing the required coverages and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under this Agreement shall provide not less than thirty (30) days advance notice in writing to OUC prior to cancellation, termination, reduction in coverage, or material adverse change in terms of coverage of any policy of insurance. In addition, Licensee shall immediately provide written notice to OUC upon receipt of any notice of cancellation of an insurance policy and such notice shall be provided within ten (10) days if cancellation is due to nonpayment. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for Licensee and subcontractors furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to OUC at the address listed in Article 27 of this Agreement.
- C. All coverages furnished under this Agreement shall include OUC and its commissioners, directors, officers, agents, and employees as additional insureds with respect to the activities of Licensee and its contractors and subcontractors, arising out of this Agreement.

These policies shall contain either a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The additional insured shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- D. Licensee and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against OUC and, their commissioners, directors, officers, agents, and employees.
- E. Workers' compensation and employee' liability insurance shall protect Licensee against all claims under applicable State workers' compensation laws. Licensee shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement or equivalent.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employers' liability	\$100,000.00 each occurrence

- F. Automobile liability insurance shall be written in broad form and shall protect Licensee and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and property damage	\$1,000,000 combined single limit each occurrence
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- G. Commercial general liability insurance shall be an "occurrence" type policy (excluding automobile liability) written in broad form and shall protect Licensee and the additional insured against claims arising from bodily injury, or damage to property of OUC or others arising out of any act or omission of Licensee or its agents, employees, contractors or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "contractual liability" endorsement to insure the contractual liability arising out of the agreement (subject to standard policy provisions and exclusion), and completed operation and products liability coverage (to remain in force for 2 years after final payment).

The liability limits shall not be less than:

Personal injury and property damage	\$1,000,000 combined single limit each occurrence
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- H. Licensee shall comply with all of the applicable provisions of the workers' compensation statutes of the State of Florida and all amendments thereto. Licensee shall indemnify and hold harmless OUC from and against all claims, demands, payments, suits, actions,

proceedings and judgments of every nature or description, including reasonable attorney's fees and costs, presented, brought or recovered against or on account of any liability under any of said Acts by OUC which may be incurred by reason of any noncompliance with such workers' compensation statutes by Licensee.

The foregoing insurance is not intended to release Licensee from any responsibilities and liabilities pursuant to this Agreement.

22. CASUALTY

In the event any Property or any part hereof is damaged or destroyed by any cause, OUC may elect to repair, rebuild or restore the Property to the same condition as it was immediately prior to such casualty or to terminate the Site License within seven (7) business days from the date of casualty, by providing Licensee with a written cancellation notice. In such event of cancellation, payments required herein shall cease as of the date of the notice. Any prepayments paid by Licensee shall be prorated and returned to Licensee within thirty (30) days, if applicable.

23. CONDEMNATION

If all or a substantial part of the Property is taken by the exercise of the power of eminent domain or by actions of a governmental entity that constitute inverse condemnation of the Property, or by a purchase in lieu of condemnation, so that the Property can no longer practicably be utilized for the Intended Use, this License shall terminate as of the date the Property is taken by the condemner, and prepaid rent or unpaid rent, and all other amounts due pursuant to the provision of this License shall be prorated accordingly. The entire compensation amount attributable to the Property taken, which shall include, though not exclusively, the value of the fee interest, the leasehold estate and all severance damages not only for the fee interest but also for any leasehold estate, shall belong and being apportioned, to OUC. Licensee shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Licensee in Licensee's own right on account of any and all damage to Licensee's business by reason of any condemnation and for or on account of any cost or loss to which Licensee might be put in removing or relocating Licensee's fixtures and Equipment, but not for any other loss. Notwithstanding the foregoing, if less than a substantial part of the Property is taken such that Licensee can still engage in the intended use on the Property, this License shall not terminate and there shall be no change in any of the obligations Licensee is required to fulfill under the terms of the License.

24. WORK ON PREMISES

- A. The Licensee shall require that its contractors or subcontractors shall have all necessary licenses and employ only persons sufficiently competent to perform the work who shall be under the exclusive care, custody and control of contractors. Contractor shall require its employees and employees of subcontractors to conform to OUC's rules of conduct while on OUC's premises and shall immediately remove from the work site any employee who

deviates from OUC's rules. A copy of such rules will be available to the Licensee and its contractors and subcontractors.

- B. It is the responsibility of Licensee to require the contractor and any subcontractor to provide and maintain a safe work site for the protection of persons and property and to comply with all federal, state and local laws, rules, or regulations pertaining thereto; to keep the location of the work free from waste and debris; and at the completion of the work, to clean up and remove all waste and to restore the location to a clean and orderly condition. To accomplish this obligation, contractor shall also be responsible for development and maintenance of a health and safety plan for its employees and that of subcontractors' employees.
- C. Licensee shall require that neither its contractor nor anyone employed by it or its subcontractor shall cause, contribute or permit any Hazardous Material to be brought upon, kept, or used in or about the Property except for such Hazardous Materials as is necessary during the performance of the work. With respect to Hazardous Material:
 - (i) The term "Hazardous Materials" shall be construed broadly to include any toxic or hazardous substance, material, or waste, and any other contaminant, pollutant or constituent thereof, whether liquid, solid, semi-solid, sludge and/or gaseous, including without limitation, chemicals, compounds, pesticides or other similar substances or materials which are regulated or controlled by, under or pursuant to any federal, state or local law, regulation, ordinance or order, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. 59601, et. seq. (hereinafter collectively "CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA"), and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U.S.C. 6901 et. seq.; the Hazardous Material Transportation Act, 49 U.S.C. 1801, et. seq.; the Clean Water Act, as amended, 33 U.S.C. 1311, et. seq.; the Clean Air Act, as amended (42 U.S.C. 7401-7642); Toxic Substance control Act, as amended, 15 U.S.C. 2601 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), as amended, 7 U.S.C. 136-136y; the Emergency Planning and Community Right-to-Know Act of 1986 ("EPCRTKA" or "EPCRA"), as amended, 42 U.S.C. 11001, et. seq., (Title III of SARA); the Occupational Safety and Health Act of 1970("OSHA"), as amended, 29 U.S.C. 651, et. seq.; any similar state statute, including without limitation Chapters 252, 255, 376, 403, 442, 455 and 553, Florida Statutes; or any substance or material that is or becomes regulated by any federal, state, or local governmental authority.
 - (ii) Any Hazardous Material permitted on the Property and all containers thereof shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

- (iii) Licensee shall require that the contractor shall be primarily and directly responsible for complying with any safety, health, and/or notification provisions required under any federal, state or local law, regulation or rule applicable to any Hazardous Material, including without limitation, any notification to workers, employees, subcontractors or other persons at the Property or concerning the Property, such as, without limitation, the material safety data sheet (“MSDS”) requirements of EPCRA and notification requirements of OSHA; (iv) Licensee agrees to indemnify and hold OUC harmless from any cost, liability or expense (including, without limitation, costs of clean up or remediation, fines, reasonable attorneys’ fees and costs of court or administrative proceedings) incurred by OUC on account of contamination of the Property by any Hazardous Materials resulting from Licensee or its agents or contractors.

25. **DEFAULT**

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder by Licensee:

- A. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice thereof is received by Licensee from OUC.
- B. The failure by Licensee to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Licensee, other than as specified in Paragraph 26 section “A”, where such failure shall continue for a period of thirty (30) calendar days after written notice thereof is received by Licensee from OUC; provided, however, that it shall not be deemed an event of default by Licensee if Licensee cures such failure including payment of late fees within the ten (10) day period referenced above.
- C. OUC will be in default under this Agreement if it fails to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by OUC, where such failure shall continue for a period of thirty (30) calendar days after written notice is received by OUC from Licensee; provided, however, that it shall not be deemed an event of default by OUC if OUC shall commence to cure such failure within said thirty (30) day period and thereafter diligently pursue such cure to completion.
- D. In the event either party fails to cure any default within the applicable cure period provided herein, the non-defaulting party will have the right to immediately terminate this Agreement upon written notice to the defaulting party and/or pursue any available remedy at law or in equity.

26. COSTS

Costs to OUC for any particular task under this Agreement, shall include without limitation reasonable labor, material, equipment usage, outside contractor and vendor charges, overhead, and general and administrative expenses. Costs may be incurred for, without limitation, engineering and engineering review, make-ready construction, inspections and oversight, auditing, public relations and intervention, and other services. Certain Cost rates are specified in each Site License which OUC may change no more than once per year upon 60-days' notice to Licensee. Costs shall be determined by OUC in its sole judgment and reasonable discretion, and shall be paid by Licensee in accordance with either of the following, at OUC's sole option:

1. Any advance estimate provided by OUC, in which event OUC shall have the right to refuse to incur the Costs until the estimate is paid;

and/or

2. Any final invoice submitted by OUC. In the event an advance estimate was paid by Licensee for Costs, the final invoice will reflect such payment.

27. NOTICES

All notices required to be given hereunder shall be given in writing by certified or registered mail, or by a nationally recognized courier service, at the respective address of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given upon receipt and notice given by courier shall be deemed given upon delivery.

OUC: General Manager and CEO
Orlando Utilities Commission (OUC)
500 S. Orange Avenue
Orlando, FL 32801

cc: Vice President, Energy Delivery Business Unit
Orlando Utilities Commission (OUC)
6003 Pershing Avenue
Orlando, FL 32822

Licensee:

Attn.
With a copy to:
Attn. Legal Dept.

28. DISPUTE RESOLUTION AND MEDIATION:

The Parties shall first attempt to resolve any claim, controversy or dispute, arising between the parties through amicable settlement discussions. In the event that parties are unable to settle a dispute within thirty (30) days after initiation of settlement discussions, upon mutual agreement, the Parties may refer the matter for final resolution via formal mediation proceedings to be held in Orange County, Florida, decided by one mediator, certified by the State of Florida Supreme Court. The Parties agree to be responsible for their own attorney fees, if necessary, and to share all costs of mediation.

29. ASSIGNMENT

This Agreement may be sold, assigned or transferred by the Licensee without any approval or consent of OUC only to Licensee's principal, affiliates, subsidiaries of its principal provided, however that Licensee shall provide notice to OUC of any such assignment within forty-five (45) days thereof. This Agreement may not be sold, assigned or transferred by Licensee to any third party without the prior written consent of OUC. **NO SUBLEASE OF ANY RIGHT HEREIN SHALL BE PERMITTED.**

30. QUIET ENJOYMENT

It shall be Licensee's responsibility to acquire and verify any property rights that Licensee needs for installation and maintenance of its equipment to insure Licensee's peaceful and quiet enjoyment of the Property.

31. CONFIDENTIAL INFORMATION AND MATERIAL

To the extent allowable by law and in accordance with Chapter 119, Florida Statutes ("Florida Public Records Law") OUC and Licensee agree to maintain in confidence all confidential and proprietary information and data of the other party and its affiliates (the "Confidential Information") as such Confidential Information relates to the business purposes of the OUC and Licensee. OUC further agrees that it shall not use the Confidential Information at any time thereafter for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

32. SECURITY

It is expressly understood and agreed by Licensee that security and safety are of the utmost concern to OUC. Accordingly, Licensee agrees to fully cooperate with OUC in ensuring the security and safety of its facilities and all persons. Licensee agrees to furnish OUC with a list of all Licensee personnel, agents, and contractors/subcontractors which might need to have access to the Property.

Licensee acknowledges that an OUC provided escort may be required for any work routine or emergency by the Licensee or its contractors/subcontractors which may occur inside

OUC's facilities. A 24 hour notice is required for any routine work that the Licensee may desire to accomplish within an OUC substation. OUC agrees to make an escort available to Licensee at all times in those areas where OUC deems an escort to be necessary.

In addition to an OUC provided escort, the Licensee is required to have a badged employee (listed on the access list) present whenever work is being accomplished by a contractor/subcontractor for the Licensee.

Licensee agrees to reimburse OUC for the cost to provide an escort by the Licensee's personnel or contractors/subcontractors as described above in paragraph 12, section A.

Licensee understands and agrees that the gate to each of OUC's facilities must remain closed and locked at all times, except when entering and exiting.

33. MISCELLANEOUS

If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The provisions of this Agreement are severable and the invalidity of any one or more of such provisions or any part thereof does not affect or limit the enforceability of the remaining provisions or parts thereof of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and there are no oral representations or agreement by either party hereto which conflict with, modify or otherwise change or affect any provisions. This Agreement shall be governed exclusively by the laws of the State of Florida with venue being any court of competent jurisdiction located in Orange County, Florida. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. The Parties further agree to pay their own attorney fees and costs in the pursuit of any legal or equitable claims, unless awarded as part of a final judgment or decree.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, OUC, and Licensee have duly executed this Agreement, which is effective as of the day and year first written above.

Licensee: **XXXXXX**

By: _____

Name: _____

Title: _____

Witnesses:

Name: _____

Name: _____

OUC: ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock

Title: Vice President, Electric and Water Delivery

Witnesses:

Name: _____

Name: _____

EXHIBIT A

SITE LICENSE NO. _____

**BETWEEN ORLANDO UTILITIES COMMISSION
AND XXXXX**

The Property licensed hereunder shall be subject to the terms and conditions of the Master Option and Non-Exclusive License Agreement (“Agreement”) dated _____, 20____ to which this Exhibit shall become an addendum. The term of this Site License shall run concurrent with the Agreement as it may be amended from time to time and extended.

TYPE OF PROPERTY: XXXXXXXX

LOCATION:

ANTENNA TYPE: _____

#ANTENNAS: _____

Coax or cables: _____

Cable Type: _____

REQUESTED	HEIGHT	AGL:
_____	_____	_____

Ground Space area Leased dimensions and total sq. ft.: NONE_____

INITIAL ANNUAL RENT: _____

Legal description to be attached as Exhibit “A-1”. Licensee agrees to provide manufacturer’s specifications of antennas and ground structure and illustration of installation.

EXHIBIT A (Cont'd)

SITE LICENSE NO. _____

**BETWEEN
ORLANDO UTILITIES COMMISSION
AND
XXXXX LLC**

COMMENCEMENT OF DUE DILIGENCE

The parties agree to the commencement of the Due Diligence period effective _____, 20__.

XXX, a XXXX limited liability company

ORLANDO UTILITIES COMMISSION

By: _____

By: _____

Name: _____

Name: Clint Bullock

Title: _____

Title: Vice President, Energy Delivery

Date: _____

Date: _____

ACCEPTANCE NOTIFICATION

On the ____ day of _____, 20__, Licensee and OUC agree to the commencement of this Site License No. _____. The initial term of the Site License begins on _____ (the "Commencement Date").

XXXX, a XXXX limited liability company

ORLANDO UTILITIES COMMISSION

By: _____

By: _____

Name: _____

Name: Clint Bullock

Title: _____

Title: Vice President, Energy Delivery

Date: _____

Date: _____

WAIVER OF OPTION

On the ____ day of _____, 20__, Licensee hereby notifies OUC of the wavier of its Option to license space on the Property as herein stated, and OUC acknowledges receipt of such notice.

XXXX, a XXXX limited liability company

ORLANDO UTILITIES COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT B

RENT

Initial Annual Rent = \$xxx

Rent shall commence upon the date of the delivery to OUC of the executed counterparts of a Site License as set forth in paragraph 3 (“Commencement Date”) and will be paid and prorated through December 31st. Rent shall be paid annually in advance beginning on the Commencement Date and annually on January 1st of each successive year. The INITIAL ANNUAL RENT shall increase by five percent (5%) on January 1st of each year during the term of applicable Site License. Notwithstanding anything contained herein to the contrary, Licensee shall have thirty (30) calendar days following the Commencement Date to pay the initial Rent payment. Any rent payment thirty (30) days past the due date shall be subject to a late fee of 15% on the outstanding balance.

The standard OUC labor rate which includes all overhead costs is \$_____/hr. This labor rate shall apply to any required OUC oversight or escorts onto OUC property.