

COUNTY OF SOLANO TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement ("License Agreement") is entered into on Oct. 1, 2017 (Effective Date) between the **COUNTY OF SOLANO**, a political subdivision of the State of California ("County") and **CCTM1 LLC**, a Delaware limited liability company ("Licensee"), for the use of a portion of real property located at 301 County Airport Road, Vacaville, CA 95688.

Recitals

- A. The County owns the real property identified as 301 County Airport Road, Assessor's Parcel Numbers 0129-240-020, 0129-240-040 and 0129-240-090 (the "Property"), as illustrated on the map attached as **Exhibit A** and incorporated into this License Agreement.
- B. The Licensee desires to use, and County desires to allow Licensee to use, on an exclusive basis, space located on the Property as depicted and detailed on **Exhibit B**, attached and incorporated by this reference, together with non-exclusive access and utility licenses (the "Licensed Space").
- C. The County desires to license the Property to the Licensee for such use, all pursuant to the terms and conditions of this License Agreement.

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

1) **TERM:** The term of this License Agreement (the "Initial Term") shall commence upon the County's approval of the permit for the installation of Verizon Wireless on the Licensed Space, or October 1, 2017, whichever is earlier (the "Commencement Date") and expire on March 31, 2018 (the "Expiration Date"). Licensee shall have the right to extend the term for two (2) additional five (5) year periods (the "Renewal Term") on the same terms and conditions as set forth in this License Agreement, provided Licensee is not in default of this License Agreement upon the commencement of the succeeding Renewal Term. This License Agreement shall automatically be extended for the Renewal Term unless Licensee notifies County of its intention to not renew at least ninety (90) days prior to commencement of the succeeding Renewal Term. (The Initial Term and Renewal Term may be collectively referred to as the "License Term".)

2) **PURPOSE:** County grants to Licensee a License for the exclusive right to use the Licensed Space for constructing, installing, operating, repairing, upgrading, modifying, altering, replacing, removing and maintaining a wireless communications facility, including tower structures, equipment shelters, meter boards, antennas and related improvements and structures and used incidental thereto (the "Equipment").

3) **LICENSE NOT TRANSFERABLE:** The License is personal to Licensee only and is not transferable in any manner whatsoever. Transfer of this License or the rights granted by this License Agreement shall be void and of no force without the express written consent of County, which consent shall be at County's sole discretion. Licensee shall not sublicense, let or sublet all or any part of the Licensed Space nor assign this License Agreement or any of its interest without the prior written

consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee may assign its interest to its parent company, any subsidiary or affiliate, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. The parties acknowledge that Verizon Wireless ("Verizon") shall occupy the Licensed Space, and Verizon's occupancy is authorized by County during the License Term.

4) **USE:** The Licensee shall use the Licensed Space for the purposes set forth in Section 2 above. Licensee agrees not to use or permit the use of the Licensed Space for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property, or which, in County's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Licensed Space. In particular no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Licensed Space, and no such materials will be used in any of the Equipment installed by Licensee in the Licensed Space (except for Licensee's battery system, which having environmentally sensitive materials will be handled by and will be the sole responsibility of the Licensee.) Licensee will not permit any unauthorized person or persons with insufficient expertise or experience to enter the Licensed Space and maintain or operate its Equipment. Licensee understands that its Equipment must be kept locked and secure at all times and the electrical or telephone rooms must not be available or open to the public. Licensee shall use the Licensed Space in conformance with the standards and requirements of the Solano County Planning and Building Code with respect to telecommunications facilities.

Licensee acknowledges that interruptions in utility services are not uncommon in facilities such as the Licensed Space and Licensee acknowledges that any sensitive electronic equipment which may be used in the Licensed Space will be protected by Licensee from utility service interruptions through the use of backup power supplies, surge protectors and other appropriate safety systems. Licensee acknowledges that it has taken all precautionary steps it deems necessary to protect such equipment in the Licensed Space and include all applicable insurance coverages. Licensee agrees to indemnify and hold the County, its officers, agents and employees harmless from any damages or losses (including indirect or consequential damages and including attorneys' fees) caused by service interruptions, regardless of whether such interruptions are attributable in whole or in part to the negligence of County, its agents or employees. This indemnity is in addition to and not in substitution of any other indemnity in this License Agreement.

5) **LICENSE FEE PAYMENTS:** Licensee shall pay the County as consideration for its use of the Licensed Space, a monthly sum in an amount equal to fifty percent (50%) of the rental, license or similar payments actually received by Licensee (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Licensee) from any unaffiliated third party to whom Licensee sublicenses a similar right of use or occupancy in the Licensed Space, including Verizon Wireless, within thirty (30) days after receipt of said payment by Licensee ("License Fee"). Licensee shall have no obligation for payment to County of such share of rental, license or other similar payments if not actually received by Licensee. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under this License Agreement; however, if nonpayment of rent persists for a period of three (3) months or more; either party may terminate this agreement with sixty (60) days' notice to the other party. Licensee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Licensed Space and there shall be no express or implied obligation of Licensee to do so. Licensee shall provide advance notice to the County of the commencement date

of each sublicense. Licensee agrees to pay such License Fees to County at the following address, or such other address as the County may from time to time designate:

County of Solano
Department of General Services
675 Texas Street, Suite 2500
Fairfield, California 94533
Attention: Real Estate Manager

Once per calendar year, the County may submit a written request to Licensee for a business summary affidavit pertaining to Licensee's License Fee obligations for the prior twelve (12) month period, and Licensee shall provide such written accounting to the County within sixty (60) days after Licensee's receipt of such written request. Licensee shall pay all legally imposed personal property and possessory interest taxes, if any, assessed against Licensee's facilities.

6) **DELINQUENT LICENSE FEES:** Licensee acknowledges that County incurs collection and administrative costs associated with pursuing delinquent License Fee payments. County and Licensee agree that if payment of the License Fee for any month is not received by the County by 5:00 p.m. on the tenth (10th) day of the month, Licensee shall pay a late charge equal to ten percent (10%) of such overdue amount, which shall be due and payable at the time the License Fee is paid. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding month's License Fee. Acceptance of such late charge by County shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

7) **UTILITIES:** Licensee shall be responsible for and shall pay for all charges for utility services furnished to the Licensed Space during the term of this License Agreement and, whenever practicable, shall arrange for such services directly with the furnishing utility agency. Licensee shall have the right to run utilities across the Licensed Space in order to service the Licensed Space provided that in doing so Licensee shall not interfere with the County's, or other permitted parties' use of the Property. In the event that any public utility is unable or unwilling to use the existing utility location(s) in the location shown in **Exhibit B**, County shall grant an alternate utility location either to Licensee or directly to the public utility at no cost and in a location acceptable to Licensee, the public utility, and County, provided that County's approval of the alternate utility location shall not be unreasonably withheld, conditioned or delayed.

As part of Licensee's construction and installation of Licensee's Equipment, Licensee shall pay for all costs of meters, submeters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other, if any, items required by County which, in County's reasonable judgment, are necessary to accommodate Licensee's design loads and capacities, including, without limitation, the installation and maintenance thereof. Notwithstanding the foregoing, County may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting or air conditioning if, in County's reasonable judgment, the same are not necessary or would cause damage or injury to the Licensed Space or cause or create a dangerous or hazardous condition, or entail excessive or unreasonable alterations or repairs to the Licensed Space, or would interfere with or create or constitute a disturbance to other tenants, licensees or occupants of the Licensed Space. In no event shall County incur any liability for Licensee's installation or modification of any such electrical facility or equipment.

Licensee shall have the right to install utilities, at Licensee's sole cost and expense, and to improve the present utilities on the Property or near its Equipment (including, but not limited to the installation of emergency back-up power). Subject to County's approval of the location, which such approval shall not be unreasonably withheld, plus approval by the appropriate permitting agency, if any, Licensee shall have the right to place utilities on (or to bring utilities across) County's property in order to service the Licensee's Equipment. Upon Licensee's request, County, at its sole discretion, may execute recordable instruments evidencing such easements.

County shall use all reasonable efforts to notify Licensee at least 24 hours in advance of any planned utility outages which may interfere with Licensee's use.

8) **CONDITION OF SPACE:** Licensee acknowledges and agrees that Licensee is accepting the Licensed Space in an "AS-IS" condition and that the County has not agreed to undertake or provide any improvements to the Licensed Space for the Licensee. Licensee agrees to clean, provide appropriate security and maintain the Licensed Space in its improved condition together with obtaining all appropriate permits and other licenses necessary to provide telecommunications services. Licensee shall provide, at Licensee's sole cost and expense, all security in a manner customarily provided by Licensee for its radio and telecommunications equipment designed to enhance existing cable and telecommunications services during the term of this License Agreement.

9) **INSTALLATION AND OPERATION:** All of the Equipment to be installed on the Licensed Space shall be installed at Licensee's sole cost and expense and in good and workmanlike manner by a licensed contractor and in accordance with appropriate electrical, mechanical and structural plans and specifications to be reviewed by County. It is further agreed that Licensee shall not operate the Equipment at any frequency which has not been approved by County, which approval shall not unreasonably be withheld or delayed.

Upon satisfaction by Licensee of all conditions precedent in this License Agreement to the installation of the Equipment, including submittal to and approval by County of proof of insurance as required under **Exhibit C**, and issuance of all permits and governmental approvals necessary to begin installation, Licensee shall be authorized to enter the Premises and install the Equipment.

10) **MAINTENANCE:**

(a) Licensee shall keep Licensee's Equipment installed in the Licensed Space in a neat, clean, and orderly condition at all times during the term of this License Agreement. Licensee, at Licensee's sole cost and expense, shall be responsible for all repairs and maintenance to the Licensed Space resulting from the installation and operation of the Equipment and any modifications or alterations to the Licensed Space made to accommodate the Equipment. Licensee shall also promptly repair any damage to the Licensed Space or County's Property caused by Licensee, its agents or contractors.

(b) In the event of an imminent threat to public health or safety, County may perform maintenance or repairs which this License Agreement requires Licensee to perform but which Licensee fails to perform, to the extent necessary to protect public health and safety, and Licensee shall reimburse the County within fifteen (15) days after receipt of an invoice from County for the cost of such maintenance or repair plus an amount equal to twenty (20%) of such costs in order to reimburse County for administration and overhead. Notwithstanding the foregoing, County

shall not be entitled to repair, alter, adjust, move or otherwise affect the operation of the Licensee's Equipment during the term of this License Agreement.

11) **REPAIRS:** County shall not be obligated to make any repairs to the Licensed Space during the term of this License Agreement. Licensee covenants and agrees, at its own cost and expense, during the term to repair any damage to the Property or the Licensed Space caused by Licensee, its agents, or contractors, and maintain the Equipment in the Licensed Space in good condition and repair.

12) **ALTERATIONS:** Licensee shall not make or permit any other person to make alterations to the Licensed Space outside of the scope of this License Agreement without the prior written consent of the County. Such consent shall not be unreasonably withheld.

13) **FAILURE TO OBTAIN PERMITS:** Licensee represents that Licensee has obtained or will apply for and obtain all of the necessary construction permits and/or governmental approvals for Licensee's operation in and on the Licensed Space. Issuance of all required permits and governmental approvals is a precondition of this License Agreement. Execution of this License Agreement in no way constitutes approval by any County or City department with permitting authority over Licensee's activities. If Licensee has not, as yet, obtained such permits and/or approvals, Licensee will have the option to terminate this License Agreement because of the denial by the appropriate government agency of any necessary construction permits and/or approvals. Such option must be exercised, if at all, by Licensee's delivery to County of written notice of such termination within five (5) days after Licensee's receipt of notice of denial. This License Agreement shall terminate thirty (30) days after County receives written notice of Licensee's intent to terminate under this provision and neither County nor Licensee shall have any further rights, obligations, duties or liabilities to each other, except to the extent same accrued prior to the date of termination. If requested by Licensee, County will reasonably cooperate in executing, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Licensed Space, including documents reasonably necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals reasonably necessary to utilize the Licensed Space for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. County agrees to be named applicant if requested by Licensee only in County's capacity as Property owner. County shall be entitled to no further consideration with respect to any of the foregoing matters.

14) **ACCESS BY LICENSEE:** For the entire term of this License Agreement, Licensee and its agents and contractors shall have access to the Licensed Space for the purpose of constructing, operating, upgrading, installing and removing the Equipment. All provisions of this License Agreement shall be in force during Licensee's construction period including the fee provisions as stated in this License Agreement. During the Term of this License Agreement after completion of the construction of the Equipment and installation of the Equipment, Licensee shall have access to the Licensed Space for the sole purposes of maintenance and repair of the Equipment 24 hours per day, seven days per week in the location(s) depicted in **Exhibit B**. The right of access may be exercised at any time by Licensee. Licensee further agrees to use Licensee's best efforts to minimize interruption to normal operations at the Property.

15) [Intentionally Omitted]

16) INTERFERENCE BY LICENSEE: Licensee warrants and covenants that the installation and operation of the Equipment will:

- (a) In no way damage the Licensed Space or Property, or that Licensee will repair any damaged caused, reasonable wear and tear excepted.
- (b) Not interfere with the maintenance or operation of the Licensed Space or the heating, ventilation and air conditioning system or other mechanical or electrical systems of the Licensed Space.
- (c) Not interfere with the operation of any existing (as of the date of execution of this License Agreement) television, radio, radio phone, microwave or other equipment located within the Licensed Space, or surrounding areas. In the event interference exists, Licensee will promptly, and as soon as practicable upon receipt of notice from County, correct and eliminate such interference.
- (d) Comply with all applicable rules and regulations of the Federal Communications Commission ("FCC") or any successor agency to the FCC, and the electrical and fire codes of any governmental authority having jurisdiction over the Licensed Space and Property.

In the event Licensee refuses or is unable to correct interference under Subparagraphs (b) or (c) within ten (10) days after receipt of notice from County or County's authorized representative, County shall, in addition to any other remedies available to County for default under this License Agreement, have the right to correct, or cause to be corrected, such interference at the sole cost and expense of Licensee. In the event of interference, County will determine the source of such interference, provided that Licensee shall have reasonable opportunity to demonstrate to County that Licensee is not in fact the cause of the apparent interference while the determination of such will be conclusive. Licensee shall provide reasonable proof of compliance with Subparagraphs (d) and (e) upon reasonable request by County.

Subsequent to the installation of the Equipment, County shall not permit itself, its lessees or licensees to install new equipment on the Licensed Space if such equipment is likely to cause interference with the operation of Licensee's Equipment. In the event interference occurs, County agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

Except in the event of an emergency subsequent to the installation of the Equipment, County shall, in good faith, use best efforts to meet and confer in advance with Licensee regarding the installation of new equipment by the County which may cause interference with the operation of Licensee's Equipment. The parties shall use all good faith efforts to continue Licensee's use and transmission without interference if reasonably possible. In the event such interference cannot be avoided after such use of such good faith best efforts, the parties shall address the resolution of Licensee's Equipment pursuant to Section 28 of this License Agreement. County and Licensee acknowledge that in the event of an emergency, County may be required to take action with or without notice to Licensee which may cause interference with Licensee's Equipment or signal transmission and reception, and in the event of such emergency, County shall have no liability to Licensee for any interference or other damage caused to Licensee's Equipment.

17) **SURRENDER:** Upon the expiration or earlier termination of this License Agreement, Licensee will remove all of the Equipment installed in or on the Licensed Space by Licensee and leave the Licensed Space in the same vacant, natural condition existing as of the date before the installation of Licensee's Equipment. If Licensee fails to remove any Equipment or other item of property required to be removed within sixty (60) days following expiration or termination of this License Agreement, County may, at County's option, remove such property from the Licensed Space at the expense of Licensee and sell or dispose of same in such manner as County deems advisable. Any property of Licensee remaining in the Licensed Space more than sixty (60) days after expiration or earlier termination of this License Agreement will be deemed to have been abandoned by Licensee.

18) **INDEMNIFICATION:** Licensee indemnifies, agrees to defend and hold harmless the County, its employees, agents and officers from and against any liability, damages, injuries, or claims for damages by reason of injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, arising from the operations and/or use of the Licensed Space by Licensee, its agents, customers, business invitees and/or any persons acting on Licensee's behalf, except for those damages arising out of the negligence or willful misconduct of the County or of third parties. Licensee shall defend, indemnify and save harmless County and all officers and employees, thereof, from all liability, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to Licensed Space arising from or relating to Licensee's use of the Licensed Space. County shall indemnify Licensee from and against any liability for personal injury or property damage arising out of the negligence or willful misconduct of the County in connection with the Licensed Space.

County shall not be held responsible or liable for any subsurface soil conditions existing at, on, or under the Licensed Space on the effective date of this License Agreement, except to the extent arising out of the willful misconduct or negligence of County, its officers, agents, or employees. Notwithstanding anything to the contrary contained in this License Agreement, County and Licensee acknowledge that as a material inducement for County entering into this License Agreement, County shall not be liable under any circumstances for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Licensee).

19) **DAMAGE TO PROPERTY OR PERSON:** Unless resulting from the negligence or willful misconduct of the County, its employees, agents, contractors, licensees or invitees, the County will not be liable for the following: (i) any loss or damage to property of Licensee, including the Equipment, or of others located in or on the Licensed Space, by theft or otherwise, (ii) any injury or damage to persons or property within the Licensed Space resulting from fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or leaks from any part of the Licensed Space, or from the pipes, appliances or plumbing works, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other Licensees or any person(s) in the Licensed Space, or by occupants of property adjacent to the Licensed Space or common areas, or by the public, or by the construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the Licensed Space.

20) **INSURANCE:** Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this License Agreement public liability and property damage insurance in accordance with the requirements of **Exhibit C** which is attached and incorporated in this Agreement. Proof of insurance shall be submitted to the County prior to the installation of the Equipment and upon request from the County.

21) **HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et. seq., or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted in this License Agreement, Licensee shall not use, create, store or allow any such substances on the Licensed Space provided, however, that Licensee may use within the Licensed Space lead-acid batteries for emergency back-up power and small quantities of cleaning solvents commonly used in the communications industry, provided that such materials are used, transported, maintained and disposed of in full compliance with applicable environmental laws and regulation, and that no hazardous materials are released in or about the Licensed Space. In no case shall Licensee cause or allow the deposit or disposal of any such substance on the Licensed Space. Household products necessary for routine cleaning and maintenance of the Licensed Space may be kept on the Licensed Space in reasonable quantities for current needs.

22) **ENVIRONMENTAL HEALTH:** Licensee shall, at Licensee's sole cost and expense, take all measures necessary to ensure that the Equipment strictly complies with all obligations to which Licensee is bound in connection with such Equipment, including, without limitation, regulations of the Federal Communications Commission, the Environmental Protection Agency, and the Occupational Safety and Health Administration, applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall also pay promptly when due all royalties or other fees due in connection with the operation of the Equipment.

Without limiting the provisions of Licensee's indemnity contained in Section 18, Licensee shall indemnify County, its officers, agents and employees against any and all claims or damages to the extent incurred with or arising from the presence of, or exposure to radiation from, Licensee's Equipment in or upon the Licensed Space.

23) **POSSESSORY INTEREST:** Licensee understands and acknowledges that its interest may be subject to a possessory interest tax or property tax that may be levied on Licensee by the County of Solano pursuant to Section 107 of the Revenue & Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. The Licensee and/or any sublicensee are required to pay any such tax directly to the County Tax Collector which is billed separately and directly to Licensee.

24) **RELOCATION:** This License Agreement was created subsequent to the acquisition of the Property by County, and is therefore subject to the possible reuse of the Property by the County as needed for the County's public purposes. Licensee understands that the Property in which the Licensed Space is located has been acquired by the County for public use and will be available to Licensee only in the interim between acquisition and possible development and reuse, and that development and/or reuse for the County's purposes may result in the termination of this License Agreement sooner than may otherwise be expected, but in no event shall such termination occur upon less than twelve (12) months prior written notice to Licensee. Therefore, Licensee understands and acknowledges that, as a post-acquisition occupant, this License Agreement creates no rights in Licensee under federal, state or local law to receive relocation benefits or any advisory assistance from

the County upon termination of this License Agreement and/or displacement of Licensee. Licensee waives and releases the County from any claims for relocation benefits or assistance upon termination of this License Agreement under federal or state relocation law. The parties agree that in the event that the Property or Licensed Space are subject to the exercise of the power of eminent domain by any entity other than the County that nothing herein waives any rights to relocation benefits or advisory assistance that Licensee may have.

25) **NOTICES:** All notices required by this License Agreement shall be in writing and given to the party as follows:

Licensee: CCTM1 LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

County: County of Solano
675 Texas Street, Suite 2500
Fairfield, California 94533
Attention: Real Estate Manager

Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

26) **SEVERABILITY/WAIVER:** If any provision of this License Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this License Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this License Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

27) **AMENDMENT:** The terms of this License Agreement may be amended only in a writing signed by County and Licensee.

28) **DEFAULT:** The occurrence of any of the following will constitute a default under this License Agreement by Licensee:

- (a) Any failure by Licensee to pay, within thirty (30) days, following notice of nonpayment, License Fees or to make any other payment required under this License Agreement.
- (b) Any failure by Licensee to observe and perform any other provision of this License Agreement to be observed and performed by Licensee, where such failure continues for thirty (30) days after written notice by County to Licensee; provided, however, that if such default cannot be cured within thirty (30) days, Licensee shall not be deemed to be in default if Licensee commences to perform the cure and diligently pursues it to completion.

29) **TERMINATION OF LICENSE AGREEMENT:** In the event of default by Licensee, County shall have the right immediately to terminate this License Agreement and all rights of Licensee hereunder by giving written notice of no less than thirty (30) days to Licensee of such election by County. No act by County other than giving written notice to Licensee shall terminate this License Agreement.

Notwithstanding anything to the contrary contained in this License Agreement, if County at any time during the initial or subsequent terms of this License Agreement is unable to fully accommodate Licensee's continuing use of the Licensed Space on the Property due to County's desire to redevelop, modify, remodel or alter the Property, County shall have the right to terminate this License Agreement upon not less than twelve (12) months prior written notice to Licensee, whereupon this License Agreement shall terminate without further liability.

This License Agreement may be terminated by Licensee without further liability on thirty (30) days prior written notice as follows: (i) upon a default of any covenant, condition, or term hereof by County, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Licensee prior to the Commencement Date for any reason and for no reason, provided Licensee delivers written notice of termination to County prior to the Commencement Date; or (iii) by Licensee if Licensee is unable to occupy or utilize the Licensed Space due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.

30) **CONDITION UPON TERMINATION:** Upon the termination or expiration of the License Agreement, Licensee shall remove all of Licensee's Equipment and surrender the Licensed Space to County in the same condition as received except for ordinary wear and tear or damages beyond Licensee's control which Licensee was not otherwise obligated to remedy under any provision of this License Agreement. In addition, County may require Licensee at any time to remove any alterations, additions or improvements made without County consent, all at Licensee's expense. Licensee shall repair, at Licensee's expense, any damage to the Licensed Space caused by the removal of the Equipment.

31) **SUCCESSORS APPLICABLE LAW:** This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this License Agreement.

32) **DAMAGE:** If the Licensed Space or Equipment are damaged, destroyed or condemned, Licensee may elect to terminate this License Agreement as of the date of the damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Licensee chooses not to terminate this License Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Licensed Space.

33) **RECORDATION:** Licensee agrees not to record this License Agreement or any memorandum thereof unless required by governmental action or franchise agreement.

34) **FORCE MAJEURE:** Whenever a period of time is prescribed for the taking of any action by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of said party.

35) **TIME OF PERFORMANCE:** Except as expressly otherwise provided, with respect to all required acts of Licensee, time is of the essence of this License Agreement.

36) TRANSFERS BY COUNTY: County shall have the right to transfer and assign, in whole or in part, all its rights and obligations in the Licensed Space referred to in this License Agreement, and in such event and upon such transfer, after receipt of Licensee from County of notice of such transfer or assignment along with supporting documentation and the name and contact information for such transferee or assignee, County shall be released from any further obligations, and Licensee agrees to look solely to such successor in interest of County for the performance of such obligations. No payments due hereunder shall be due and payable to a transferee or assignee of this License Agreement until proof of transfer or assignment and a W-9 for the transferee or assignee are provided to Licensee.

37) COMMISSIONS: Licensee indemnifies and holds County harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this License Agreement.

38) ENTIRE AGREEMENT: This License Agreement embodies the entire agreement between the parties with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard to this License Agreement other than those specifically set forth in this License Agreement.

39) COMMENCEMENT OF OPERATIONS: The commencement of operations in the Licensed Space by Licensee shall constitute the acknowledgment and agreement of Licensee that Licensee is fully familiar with the physical condition of the Licensed Space, and that Licensee has accepted the same in good order and condition, and that the Licensed Space complies in all respects with the requirements of this License Agreement and is suitable for the purposes for which the Licensed Space is licensed. In that regard, County disclaims, and Licensee waives, any express or implied warranty of suitability with respect to the Licensed Space and any express or implied warranty of fitness for a particular purpose.

40) NO ESTATE: This instrument is a license and not a lease and does not confer any property interest or estate on Licensee. Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Licensed Space or Property by virtue of the rights granted under this License Agreement or its occupancy or use under this License Agreement.

41) NO PARTNERSHIP: Nothing in this License Agreement shall be construed to create a partnership or joint venture between County and Licensee or any other relationship other than as licensor and licensee; nor shall Licensee in any manner act or indicate to any third party that it is acting as agent of County.

42) TITLE AND AUTHORITY: County and Licensee each warrant to the other that it has full right, power and authority to execute this License Agreement. County further warrants that it has no knowledge that this License Agreement will violate any existing covenant, condition or agreement affecting the Licensed Space or Property.

43) IRS FORM W-9: County agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this License Agreement and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding licensor shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent,


and other related paperwork to effect a transfer in the License Fee to the new licensor. County's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from License Fee payments.

IN WITNESS WHEREOF, this License Agreement is executed by the undersigned parties. The parties further certify that the persons signing this License Agreement are duly authorized to do so.

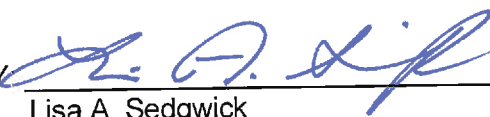
COUNTY: County of Solano, a political
subdivision of the State of California

LICENSEE: CCTM1 LLC,
a Delaware limited liability company

BY: _____


Birgitta E. Corsello
County Administrator

BY: _____


Lisa A. Sedgwick
RET Manager

APPROVED AS TO FORM

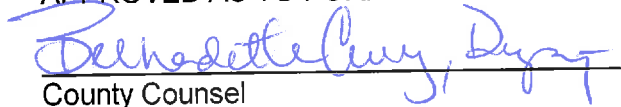

County Counsel

EXHIBIT A

Exhibit A

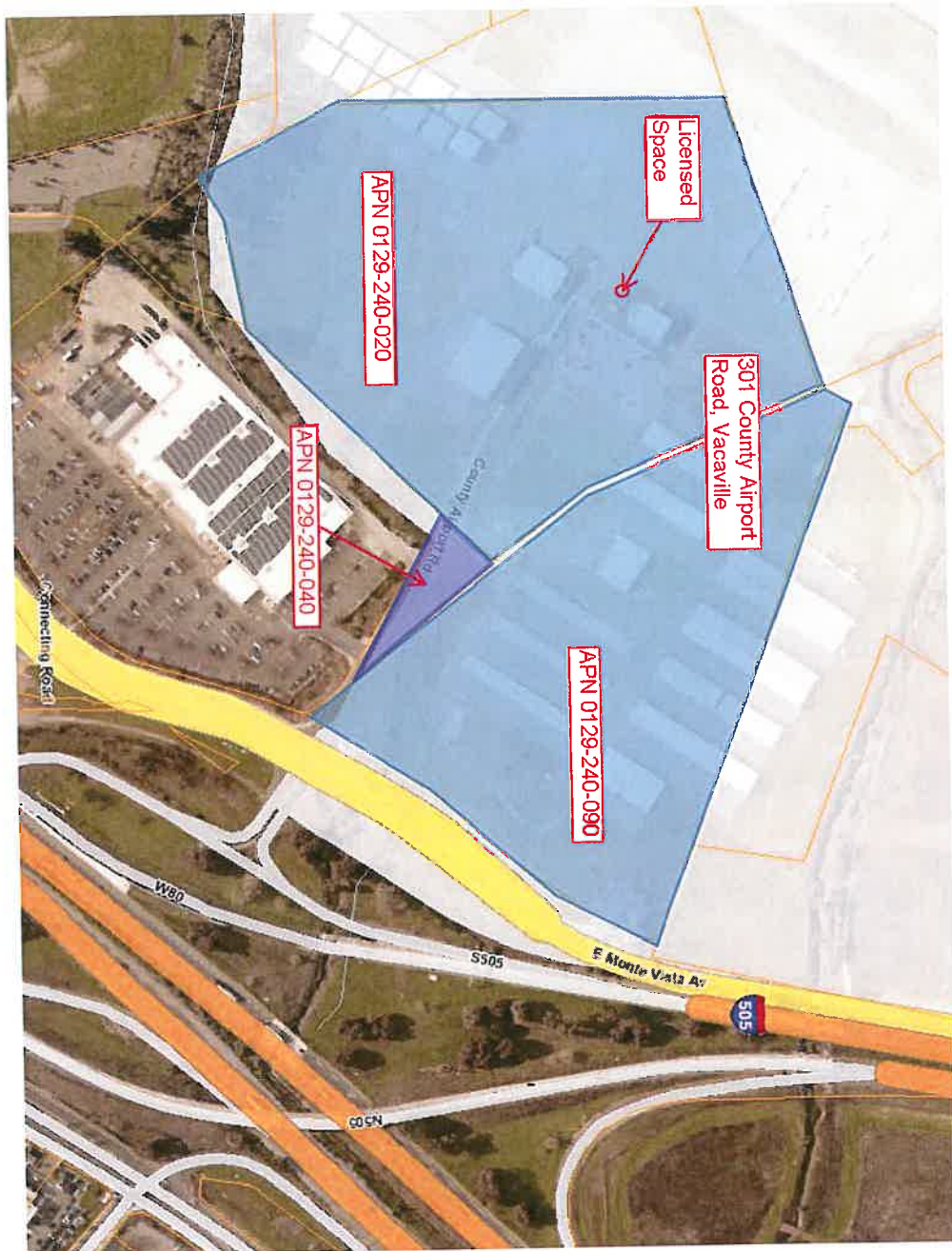
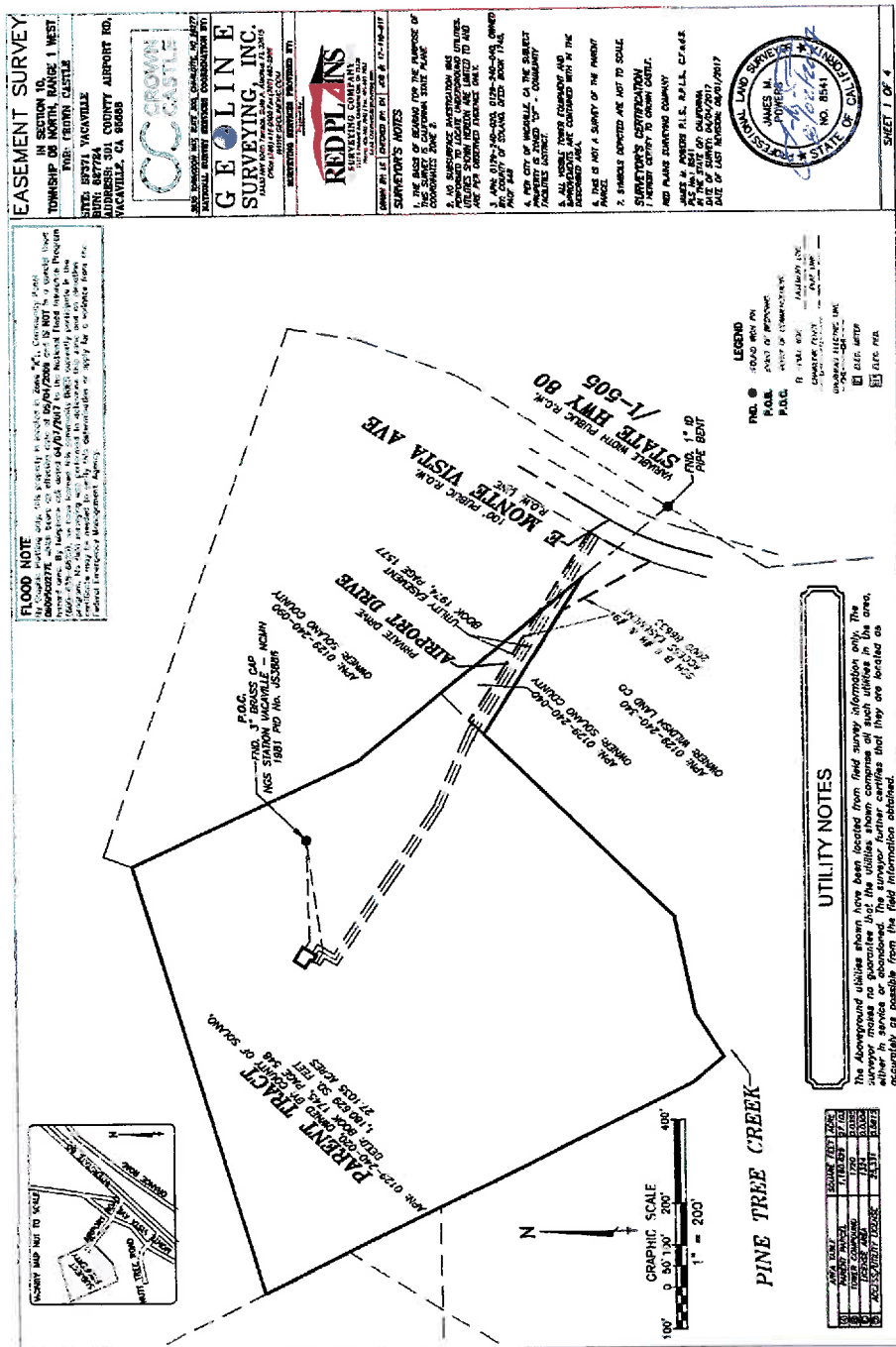


EXHIBIT B



TITLE REVIEW NOTE

I HAVE REVIEWED COMMITMENT FOR TITLE INSURANCE, BY NORTH AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 54803-17, 10/27/2017, WITH AN EFFECTIVE DATE OF 10/27/2017, AND I HAVE REVIEWED THE RECORDS OF THE COUNTY OF SOLANO, LISTED IN SCHEDULE B-SECTION 2 OF SAID COMMITMENT:

- 1, 2, 5, 7, 10 ARE NOT THE TYPE TO BE DEPICTED HEREON.
3. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 14, 1974 IN BOOK 1974, PAGE 1577 OF OFFICIAL RECORDS. EASEMENT LIES WITHIN AIRPORT ROAD PRIVATE RIGHT OF WAY.
4. AN EASEMENT FOR SEWER LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 15, 1974 IN BOOK 1974, PAGE 43937 OF OFFICIAL RECORDS. DESCRIPTIONS REFERENCE SEVERAL DOCUMENTS AND NO TRACEABLE POINTS. NOT PLOTTED.
6. AN UNRECORDED LEASE DATED JANUARY 23, 1995, EXECUTED BY THE COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS LESSOR AND PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION AS LESSEE, AS DISCLOSED BY SHORT FORM LEASE, RECORDED MAY 23, 1995 AS INSTRUMENT NO. 1995034550 OF OFFICIAL RECORDS. AND UNRECORDED SUBLEASE INSTRUMENT NO. 199803003 OF OFFICIAL RECORDS. PERTAINS TO TOWER SITE. NO PLOTTABLE ISSUES.
8. AN EASEMENT FOR INGRESS, EGRESS, AND INCIDENTAL PURPOSES, RECORDED OCTOBER 17, 2000 AS INSTRUMENT NO. 2000 80633 OF OFFICIAL RECORDS. AFFECTS, SHOWN APPROXIMATELY HEREON.
9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PROPERTY EASEMENT AND RIGHT OF WAY CONTRACT" RECORDED OCTOBER 17, 2000 AS INSTRUMENT NO. 2000 80633 OF OFFICIAL RECORDS. AFFECTS. PLOTTED APPROXIMATELY HEREON.
11. LEASE DATED MARCH 1, 2002, EXECUTED BY COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AS LESSOR AND NUT TREE AIRPORT AND UNIT WASTE, INC., AS LESSEE, RECORDED JULY 12, 2002 AS INSTRUMENT NO. 2002-87300 OF OFFICIAL RECORDS. PERTAINS TO TOWER SITE. NO PLOTTABLE ISSUES.
12. UNRECORDED LEASE DATED MAY 1, 2000, EXECUTED BY COUNTY OF SOLANO AS LESSOR AND COMDOWN INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY SHORT FORM LEASE, RECORDED OCTOBER 21, 2002 AS INSTRUMENT NO. 200400131120 OF OFFICIAL RECORDS. ASSIGNED AS INSTRUMENT NO. 200400131120 OF OFFICIAL RECORDS. POINT OF BEGINNING IS AMBIGUOUS. NOT PLOTTABLE.
13. AN UNRECORDED LEASE DATED JULY 1, 2000, EXECUTED BY COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AS LESSOR AND COPART, INC., A CALIFORNIA CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF GROUND LEASE RECORDED JULY 19, 2006 AS INSTRUMENT NO. 20060080765 OF OFFICIAL RECORDS. POINT OF BEGINNING IS AMBIGUOUS. NOT PLOTTABLE.
14. AN UNRECORDED LEASE DATED JULY 1, 2000, EXECUTED BY COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AS LESSOR AND DOORTELL AND ASSOCIATES, INC., A CALIFORNIA CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED SEPTEMBER 30, 2014 AS INSTRUMENT NO. 201400074242 OF OFFICIAL RECORDS. POINT OF BEGINNING IS AMBIGUOUS. NOT PLOTTABLE.

EASEMENT SURVEY

IN SECTION 10,
TOWNSHIP 06 NORTH, RANGE 1 WEST
FOR CROWN CASTLE

SITE: 3771 VACAVILLE
BLVD. 82772A
ADDRESS: 381 COUNTY AIRPORT RD.,
VACAVILLE, CA 94688

CROWN CASTLE
AND ASSOCIATES, INC. DATE: JAN. 09/04/07, AC 10/77
NATIONAL ENTRY BETWEEN COMMODITY INC.
AND ASSOCIATES, INC. DATE: JAN. 09/04/07, AC 10/77

GEO LINE
SURVEYING, INC.
10000 E. 10TH AVE. SUITE 100
DENVER, CO 80231
PHONE: 303.755.1234
FAX: 303.755.1235
WWW.GEOLINE.SURVEYING.COM

EXTENDING FROM PARCELS 80
TO PARCELS 81
SECTION 10, TOWNSHIP 06 NORTH, RANGE 1 WEST
FOR CROWN CASTLE

RED PLANS
THE RED PLAN SURVEYING COMPANY
10000 E. 10TH AVE. SUITE 100
DENVER, CO 80231
PHONE: 303.755.1234
FAX: 303.755.1235
WWW.REDPLANSURVEYING.COM

SURVEYOR'S NOTES
1. THE BASIS OF MEASUREMENT FOR THE SURVEY OF THIS EASEMENT IS THE CROWN CASTLE PLANS COMMODITY INC. 2.
2. ALL SURVEYING MEASUREMENTS AND UTILITIES, INCLUDING TO LOCAL UNIMPROVED UTILITIES, ARE TO BE SHOWN AND LOCATED TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
3. ALL 0195-NO-005 0195-NO-040 OWNED BY COUNTY OF SOLANO BEEN BOON TAIL, CALIFORNIA.
4. THE CITY OF MOBILE, CA THE STREET PROPERTY IS OWNED BY - COMPANY
5. ALL SURVEYING MEASUREMENTS AND UTILITIES, INCLUDING TO LOCAL UNIMPROVED UTILITIES, ARE TO BE SHOWN AND LOCATED TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
6. THIS IS NOT A SURVEY OF THE PROPERTY.
7. CHAINS DEPICTED ARE NOT TO SCALE.
8. HONEY COUNTRY TO DOWN CASTLE
9. SUBDIVISION CERTIFICATION
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PROFESSIONAL LAND SURVEYOR
JAMES M. JONES
JONES
NO. 6841
STATE OF CALIFORNIA

SHEET 4 OF 4

LICENSE AREA AS SURVEYED:

A TRACT OF LAND BEING SITUATE IN SECTION 10, T6N, R1W, M.D.B.&M. AND SECTION 15, T6N, R1W, M.D.B.&M., COUNTY OF SOLANO, STATE OF CALIFORNIA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" BRASS CAP, NGS STATION VACAVILLE – NCMN 1981 PID NO. JS3886; THENCE SOUTH 88°42'00" WEST A DISTANCE OF 240.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 56°01'50" WEST A DISTANCE OF 19.91 FEET;
THENCE NORTH 36°01'57" EAST A DISTANCE OF 6.40 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 36°01'57" WEST A DISTANCE OF 6.40 FEET;
THENCE SOUTH 33°26'19" WEST A DISTANCE OF 20.02 FEET;
THENCE SOUTH 34°29'51" WEST A DISTANCE OF 11.92 FEET;
THENCE NORTH 57°15'27" WEST A DISTANCE OF 15.82 FEET;
THENCE NORTH 27°29'51" EAST A DISTANCE OF 6.73 FEET;
THENCE NORTH 55°46'13" WEST A DISTANCE OF 22.02 FEET;
THENCE NORTH 33°21'39" EAST A DISTANCE OF 30.78 FEET;
THENCE SOUTH 57°39'16" EAST A DISTANCE OF 39.10 FEET TO THE POINT OF BEGINNING;

CONTAINING 1324 SQ. FT. OR 0.0304 ACRES, MORE OR LESS.

ACCESS/UTILITY LICENSE AS SURVEYED:

A TRACT OF LAND BEING SITUATE IN SECTION 10, T6N, R1W, M.D.B.&M. AND SECTION 15, T6N, R1W, M.D.B.&M., COUNTY OF SOLANO, STATE OF CALIFORNIA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" BRASS CAP, NGS STATION VACAVILLE – NCMN 1981 PID NO. JS3886; THENCE SOUTH 81°59'54" WEST A DISTANCE OF 270.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°49'45" WEST A DISTANCE OF 33.63 FEET;
THENCE SOUTH 55°54'46" EAST A DISTANCE OF 241.23 FEET;
THENCE SOUTH 55°35'33" EAST A DISTANCE OF 197.52 FEET;
THENCE SOUTH 65°49'44" EAST A DISTANCE OF 201.33 FEET;
THENCE SOUTH 57°37'19" EAST A DISTANCE OF 548.31 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF MONTE VISTA AVENUE.

ALSO FROM THE POINT OF BEGINNING;

THENCE NORTH 30°49'45" EAST A DISTANCE OF 11.72 FEET;
THENCE NORTH 56°28'52" WEST A DISTANCE OF 14.78 FEET;

ALSO FROM THE POINT OF BEGINNING;

THENCE NORTH 57°15'27" WEST A DISTANCE OF 30.02 FEET;

CONTAINING 25,331 SQ. FT. OR 0.5815 ACRES, MORE OR LESS.

EXHIBIT C

Insurance Requirements

A. Without limiting Licensee's obligation to indemnify County, Licensee must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Licensee, Licensee's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Licensee must maintain limits no less than:

- | | | |
|--|---|--|
| (1) General Liability:
(Including operations, products and completed operations.) | \$5,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$5,000,000 | per accident for bodily injury and property damage with an MCS-90 endorsement |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Pollution Legal Liability: | \$5,000,000 | each claim covering claims for on-site, under-site or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations. |

D. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Licensee; and with respect to liability arising out of work or operations performed by or on behalf of Licensee including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Licensee's insurance policy, or as a separate owner's policy. Automobile coverage shall include an MCS90 Endorsement and ISO Form CA 99 48 03 06 – Pollution Liability- Broadened Coverage for Covered Autos.
- (2) For any claims related to work performed under this Contract, Licensee's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Licensee's insurance and shall not contribute to it.
- (3) Should any of the above-described policies (except for worker's compensation coverage) be cancelled prior to the policies' expiration date, Licensee agrees that notice of cancellation will be delivered in accordance with the policy provisions.
- (4) The required limits may be met by a combination of primary and excess or umbrella policies.

E. Waiver of Subrogation

- (1) Licensee agrees to waive subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

G. Verification of Coverage

- (1) Licensee must furnish County with original certificates and copies of endorsements effecting coverage required by this Contract.
- (2) County must receive and approve all certificates and endorsements before work commences.
- (3) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (4) County reserves the right upon request to review at the Licensee's place of business complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.