

LICENSE AGREEMENT FOR ANTENNA SITE

AGREEMENT made this ____ day of _____, 2022, between INDUSTRIAL TOWER AND WIRELESS, LLC (hereafter known as "INDUSTRIAL"), with address at 40 Lone Street, Marshfield, MA 02050, and CITY OF NORTH MIAMI BEACH, (hereafter known as "CNMB"), having its office at 17011 N.E. 19TH Avenue, North Miami Beach, FL 33162.

WITNESSETH

WHEREAS, INDUSTRIAL owns a radio tower and base equipment building located 350 NW 215th St, Miami Gardens, FL, (the "Premises"), and agrees that the Premises may be used for the installation and operation of equipment as described in #3, and;

WHEREAS, CNMB wishes to install and operate certain radio equipment on the Premises.

NOW, THEREFORE, in consideration of the covenants herein contained and the agreement of CNMB to pay the hereinafter stated license fee, the parties hereto agree as follows:

1. This License Agreement shall be in effect for a five (5) year term commencing on the first day November, 2022. CNMB shall have the option to extend this License Agreement for ten (10) additional one (1) year terms. These one-year terms shall automatically renew unless CNMB notifies INDUSTRIAL in writing, sent by certified mail, return receipt requested to the address set forth in paragraph #21 (or such other address INDUSTRIAL may subsequently provide CNMB) no less than six (6) months prior to the expiration date of the initial term, or any renewal term, of its intention not to renew this License Agreement.
2. CNMB shall pay to INDUSTRIAL a monthly license fee of \$2138.66 per month, due and payable on the first of each month in advance for the first year. Thereafter, each succeeding year on the anniversary date of this Agreement, the monthly license fee shall increase by three percent (3%) of the previous year's monthly fee. License fees will be abated for any period of outage due to mechanical tower equipment damage for which INDUSTRIAL is responsible. CNMB shall have no other outage recourse against INDUSTRIAL.
3. CNMB may install, operate, and maintain at CNMB's sole expense and risk, the following equipment at the Premises:

- Outdoor 19" Rack Cabinet 4' x 2' x 2' Three (3) Motorola MTR DIGITAL Repeaters (460.1500MHz, 460.3500MHz, & 453.4000 MHz
- GPS MTR Repeater 460.4375MHz
- Four (4) TDE7350 Decibel 10dB antenna
- Networking equipment
- All equipment located in the outdoor cabinet on the 400 foot platform.

INDUSTRIAL shall not be responsible to CNMB or any third party for the content of any material transmitted via said equipment. CNMB shall indemnify INDUSTRIAL for any damages suffered by INDUSTRIAL directly or indirectly by the content of any material transmitted via CNMB's equipment.

4. INDUSTRIAL requires CNMB to install and maintain its equipment according to the technical requirements and specifications attached hereto as in Exhibit "A". Personnel performing work at or on the tower and the Premises on behalf of CNMB must be prior approved by INDUSTRIAL.
5. INDUSTRIAL may, in its sole discretion, designate a management company to operate and manage the Premises. INDUSTRIAL shall notify CNMB of any such designation, and CNMB shall cooperate fully with INDUSTRIAL's authorized management company.
6. CNMB, its designated maintenance company, and their respective authorized employees and agents shall have access from a public right of way to the Premises 24 hours a day, 7 days a week And CNMB shall have the right of access to those portions of the Premises where CNMB's equipment is located at all times required for the operation or emergency maintenance of the equipment provided that INDUSTRIAL is first notified of such access of the CNMB, its designated maintenance company, and/or their respective authorized employees and/or agents. Such right of access does not obligate INDUSTRIAL to supply its own personnel to unlock the Premises or to supervise or standby while installation or repair work, including but not limited to the installation or repair of telephone circuits, is being conducted by or on behalf of CNMB. CNMB, its designated maintenance company, and their authorized employees and agents agree to comply with reasonable procedures which may be established by INDUSTRIAL or its designated agent for obtaining or recording access to the Premises, provided that the access rights of CNMB expressed in this Section 6 shall not be materially impaired.

7. Any improvements to the Licensed Premises shall be undertaken only with the express written approval of INDUSTRIAL or its designated agent and shall be at CNMB's expense. CNMB will maintain its Licensed Premises in reasonable condition. CNMB intends to use the Premises for the purpose of constructing, maintaining and operating a two-way radio system and uses incidental thereto.
8. INDUSTRIAL may require that a separate electric meter or submeter be installed on the Premises, at CNMB's sole expense, to determine CNMB's actual electric power usage. All associated electrical costs will be the responsibility of CNMB.
9. CNMB agrees to obtain all licenses and permits required for its operations in connection with this License Agreement on the Premises, and to comply at its cost and expense with all federal, state, and local laws and regulations applicable to its operations on the Premises. CNMB shall display all necessary licenses and permits, or copies hereof, in the equipment building. At the request of INDUSTRIAL, CNMB shall provide to INDUSTRIAL such evidence of compliance with all state, federal and local laws and regulations as INDUSTRIAL may reasonably request. INDUSTRIAL agrees, at no expense to INDUSTRIAL, to cooperate with CNMB, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for CNMB'S intended use of the Premises.
10. CNMB shall at all times comply with any federal, state or local law, rule or regulation pertaining to non-ionizing radiation, currently enacted or laws, rules and regulations that are enacted, changed or promulgated. It is CNMB's sole responsibility to provide documentation to any agency requiring such documentation for permission to operate any equipment and to prove compliance with any law, rule or regulation. Should any law, rule or regulation change, CNMB must, at its sole expense, take all steps necessary to comply with said change as required, including but not limited to, a reduction of effective radiated power, change in antenna type or change in height of antennas' main radiation lobe.
11. CNMB shall not be responsible for ordinary repairs required to the Premises, except for repairs required because of gross negligence of CNMB or its designated maintenance company, or the agents or employees of CNMB or its designated maintenance company. In the event, CNMB or its agents causes damage to the Premises, CNMB shall be responsible to pay INDUSTRIAL for the repairs to the Premises. INDUSTRIAL shall maintain the tower, shelter and other improvements on the Site in good condition and repair and in

compliance with applicable laws, rules and regulations. At the conclusion of the license term, or upon earlier termination of this License Agreement, CNMB will remove all its property and will surrender the Premises to INDUSTRIAL, in good order and condition excepting: ordinary wear and tear, repairs required to be made by INDUSTRIAL, damage by fire, the elements, acts of God, and INDUSTRIAL's negligence. In the event CNMB does not remove the equipment in reasonable time after termination of this agreement, INDUSTRIAL may take possession of, and remove the equipment or as much thereof as INDUSTRIAL may desire to remove without being guilty of trespass or tort.

12. CNMB shall indemnify and hold harmless, INDUSTRIAL, its officers, employees, and agents, from and against any third party's loss, damage, liability, claim, and expense including costs of enforcement and reasonable attorneys' fees, occasioned by, growing out of, or arising in connection with this License Agreement or any act or failure to act by CNMB, its agents or employees, except to the extent such loss, damage, or liability results from the negligent acts or omissions of INDUSTRIAL, its' agents or employees. INDUSTRIAL shall not be held liable for any loss or damage due to personal injury, death, property damage, libel, slander, or imperfect or unsatisfactory communications experienced by CNMB for any reason whatsoever, arising from, or in connection with the installation, operation, maintenance, or removal of equipment, or any activity related to performance under this License Agreement except to the extent of loss, damage, or liability resulting from the negligent acts or omissions of either party, its' agents or employees. In no event, shall INDUSTRIAL or CNMB be liable to each other for any consequential or incidental damages, including but not limited to, loss of profit or revenues, cost of capital, cost of substitute facilities or services, downtime costs or claims of CNMB's or INDUSTRIAL'S customers or advertisers for such damages.
13. CNMB shall, at its own cost, maintain in full force during the term of this License Agreement and shall cause all contractors or subcontractors performing work on the Premises prior to commencement of such work on behalf of CNMB to maintain the following insurance:
 - A) Workers Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

- B) Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
- C) Umbrella Liability Insurance with a combined single limit of not less than \$5,000,000.00.

CNMB shall furnish INDUSTRIAL with a Certificate of Insurance containing a waiver of subrogation against INDUSTRIAL and naming INDUSTRIAL as additional insured. The policy shall provide that INDUSTRIAL is entitled to thirty (30) days notice prior to cancellation of the policy. CNMB shall be responsible for adequate insurance coverage of its equipment to be installed upon the Premises, as INDUSTRIAL shall not be responsible for any claim, damage, or loss to said equipment whatsoever, including, but not limited to, damage by fire, the elements and/or Acts of God.

Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either party from any obligations under this Agreement, and (b) the INDUSTRIAL reserves the right, from time to time, to increase the required liability limits described herein in accordance with the then current customary insurance requirements in the tower industry nationally.

- 14. CNMB shall pay as an additional license fee, the entire amount of any increase in real estate taxes levied against the Licensed Premises for any improvements constructed thereon by CNMB which increased taxes are directly attributable to the CNMB's use and occupancy of the Premises. Payment shall be made to INDUSTRIAL by CNMB upon presentation to CNMB of receipted tax bills or other evidence of INDUSTRIAL's payment of the taxes.
- 15. INDUSTRIAL warrants and covenants that INDUSTRIAL possesses good and sufficient title and interest to the Licensed Premises and the Property underlying the right of way and the utility easement, and has full authority to enter into, and execute this License Agreement. INDUSTRIAL warrants and covenants that there will be no material physical interference with CNMB's operations by INDUSTRIAL or any other user or occupant on the Premises. Any breach of these warranties, which preclude the CNMB's use of said Premises for its intended purpose, shall entitle CNMB to terminate this License Agreement without further recourse against INDUSTRIAL.

16. This License may be sold, assigned or transferred by CNMB without any approval or consent of INDUSTRIAL to CNMB's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of CNMB's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communications facilities of CNMB in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of INDUSTRIAL, which consent will not be unreasonably withheld, conditioned or delayed. Except to the extent otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

17. *Interference with a Pre-Existing Use.* CNMB's use of the Premises and its operation of all of its approved equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any then pre-existing use of the Premises by INDUSTRIAL or any other users of the Premises ("Pre-Existing Use"). In the event that any Pre-Existing Use experiences interference caused by CNMB or CNMB's Approved Equipment (including any subsequent modification or alteration thereto), CNMB shall be notified in writing of such interference and CNMB shall power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after CNMB's notice of such notice. If CNMB does not cease all interfering operation within such seventy-two (72) hour period, INDUSTRIAL shall have the right to disconnect CNMB's equipment until such time as CNMB can affect repairs to the interfering Approved Equipment. If CNMB is unable to eliminate the interference or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following such initial notice (provided that during such 30 day period, CNMB may operate its equipment intermittently during off-peak hours for testing purposes only), then INDUSTRIAL may, in addition to any other rights it may have for CNMB's breach hereof, terminate this Agreement. In the event that CNMB is notified of any interference experienced by a Pre-Existing Use on the Premises alleged to be caused by CNMB's operations thereon, CNMB shall be obligated to perform whatever actions are necessary, at CNMB's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay the Monthly License Fee during any period that CNMB cannot operate from the Premises pursuant to this paragraph 17.

Interference by a Subsequent Use. INDUSTRIAL agrees that INDUSTRIAL's customers' use of the Premises whose equipment is installed or modified subsequent to the CNMB's then-current operation of CNMB's Approved Equipment thereon ("Subsequent Use") shall not, interfere with CNMB's then-current permitted operations. In the event that CNMB experiences interference caused by Subsequent Use, CNMB shall notify INDUSTRIAL in writing of such interference and INDUSTRIAL shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after INDUSTRIAL's receipt of such notice. If subsequent use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to CNMB, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), INDUSTRIAL will require the Subsequent Use to power down its equipment and/or stop operating in order to correct and eliminate such interference to the satisfaction of the CNMB. In the event that INDUSTRIAL is notified of any interference experienced by CNMB alleged to be caused by a Subsequent Use on the Premises, INDUSTRIAL shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to CNMB, to eliminate such interference.

Interference with Lightning and Building Systems and Building Tenants. In no event shall CNMB's use of the Premises or operation of any of its equipment thereon be conducted in a manner that interferes with INDUSTRIAL's lightning system located on any of the towers, building systems, or, in the event that CNMB's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the INDUSTRIAL.

18. This License, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default.
19. INDUSTRIAL shall bear the risk of loss or damage to the Premises except for loss or damage due to gross negligence of CNMB, its employees or independent contractors. INDUSTRIAL shall not be liable to CNMB or any third-party for failure to provide the use of the Premises to CNMB due to acts of God, acts of civil or military

authorities, labor disputes, taking of the Premises by eminent domain or other causes beyond the reasonable control of INDUSTRIAL.

20. INDUSTRIAL and CNMB agree that if any provision of this License Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provisions shall be deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder shall not be invalidated and shall remain in full force and effect.
21. Any notice or demand required or permitted to be given hereunder shall be signed by the party (or the party's attorney) giving same, and shall be deemed given three business days after the same is mailed, if mailed by certified mail, return receipt requested, addressed in the case of INDUSTRIAL to:

INDUSTRIAL TOWER AND WIRELESS, LLC
40 LONE ST
MARSHFIELD, MA
ATTN: THOMAS LENNON, VICE President

and in the case of the CNMB to:

CITY OF NORTH MIAMI BEACH
17050 N.E. 19TH AVENUE
NORTH MIAMI BEACH, FL 33162
ATTN: Assistant Director of Public Works

And a copy to: City Attorney
 17011 N.E. 19th Avenue
 North Miami Beach, FL 33162

22. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
23. This License Agreement contains the entire agreement of the parties and may not be modified except by a written instrument signed by both parties.
24. A Memorandum of License may be recorded by CNMB confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this License.

***Remainder of page intentionally left blank.
Signatures follow on next page.***

INDUSTRIAL TOWER AND WIRELESS, LLC

INDUSTRIAL:

BY: _____

TYPED NAME: Michael J. Umano

TITLE: President

CNMB:

BY: _____

TYPED NAME: _____

TITLE: _____

EXHIBIT "A"
Antenna Site Specifications

I. General Information

- (a) All CNMB's shall furnish, at INDUSTRIAL's request, the following information prior to the installation of any equipment:
 - 1. Copies of FCC licenses (or authorizations) and/or construction permits.
 - 2. Certificate of Insurance naming INDUSTRIAL as additional insured.
 - 3. All technical information pertaining to the equipment to be installed, including operating frequencies.
- (b) The following will not be permitted at this antenna site without the written consent of the INDUSTRIAL:
 - 1. Any equipment not FCC type accepted.
 - 2. Open rack mounted receivers and transmitters.
 - 3. Transmitter outputs without a harmonic filter and antenna matching circuitry.

II. Antennas and Antenna Mounts

- (a) All mounting hardware is to be galvanized or stainless steel.
- (b) All antennas and transmission lines will be tagged with weatherproof markings showing manufacturer, model, frequency range, CNMB's name.
- (c) All unused antennas or spare antennas shall be terminated into a D.C. short or 50 ohm load.
- (d) All additional pipes or brackets must be galvanized steel of a size approved by INDUSTRIAL.
- (e) Any galvanized pipes that have been cut must be sprayed with a minimum of two (2) coats of cold galvanizing paint, stainless steel paint or equivalent.
- (f) Exposed dipole antenna longer than 12' must be supported at the top and bottom. Mounting pipes on platform levels must be adequate to support antennas mounted to them.
- (g) Locknuts on all tower hardware is required.

III. Transmission Lines/Cables

- (a) Coaxial cable shall be secured with a hanger within 12" of any connector on antenna. Maximum jumper size shall be no larger than 1/2" diameter coax.
- (b) All transmission lines are to be secured to antenna mounting posts.
- (c) All horizontal cables will be run on cable supports or hangers by the designated route for that location.
- (d) All coaxial cable shall have 100% solid outer shielding to Andrew heliax cable-LDF or Superflex. (RG8 or braided cable is not acceptable).

IV. Receivers

- (a) All stand alone receivers must be tagged with CNMB's name, equipment model number, equipment serial number and equipment operating frequency.

V. Transmitters

- (a) Transmitters must meet original manufacturers specifications.
- (b) Transmitters must have a visual indication of transmitter operation.
- (c) Transmitters must be tagged with CNMB's name, in case of an emergency.
- (d) All transmitters shall have at least two (2) Band Pass Cavities mounted in cabinet or overhead.

VI. Installation Procedures

- (a) All tower construction and installation of any cables, antenna, wiring or physical changes to the space in the building shall be done only by INDUSTRIAL, or at INDUSTRIAL's choice, an approved contractor.

VII. Miscellaneous

- (a) All installations must be performed in a neat and workmanlike manner.
- (b) INDUSTRIAL reserves the right to rescind any of these rules and regulations and to make such other rules and regulations if in its judgment, from time to time, required for the safety, protection, care and cleanliness of the antenna site/building, the operation thereof, the preservation of good order therein, and the protection and comfort of the CNMB's, their agents and invitees. Such rules and regulations, when made and with written notice thereof given to CNMB, shall be binding upon CNMB in a manner as if originally herein prescribed. CNMB shall cooperate fully with INDUSTRIAL in regards to all of the above and as well as to future rules and regulations pertaining to the building, antenna site and general building Premises.