

SITE LICENSE AGREEMENT
Site Location: Soda Ridge

This Site License Agreement (this "Agreement") is entered into by and between **Shasta Cascade Timberlands LLC**, a Delaware limited liability company ("Licensor"), and the County of Siskiyou, a California local government municipality, with a principal address of 190 Greenhorn Road, Yreka, CA 96097 ("Licensee").

WHEREAS, Licensor operates a communications tower (the "Tower") and related improvements, along with appropriate access and utility easements (the "Tower Appurtenances") at the property located on APN 028-010-130-000 (the "Land"), as further described in Exhibit "A-1" and depicted on Exhibit "A-2", for the purpose of leasing or licensing space to wireless communications service providers. The Land, the Tower Appurtenances, the Tower, and related improvements are referred to in this Agreement as the "Tower Site".

WHEREAS, Licensee desires to use portions of Licensor's Tower Site, pursuant to the terms of this Agreement, for the purpose of operating a communications facility and uses incidental thereto.

NOW THEREFORE, in consideration of the mutual promises herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Scope of Use. Licensor hereby grants to Licensee the right to use the following portions of the Tower Site, as follows:

(a) Exclusive ground space within an existing structure consisting of the 2' x 2' portion identified on Exhibit "B" attached hereto ("Ground Space").

(b) Exclusive space on the Tower with a rad center as identified on Exhibit "C", for the installation of Licensee's antennas and related equipment ("Antenna Space").

(c) Non-exclusive use of those certain areas between the Ground Space and Antenna Space for Licensee's conduits, wires, cables, and other necessary connections (the "Connection Space").

(d) The non-exclusive right to utilize the existing roads on the Land that provide the most direct access route to the Tower (the "Access Roads"), but only as reasonably necessary in connection with the permitted activities of Licensee under this Agreement and for no other purpose whatsoever. Licensee shall not, without Licensor's prior written consent, which consent may be withheld in Licensor's sole discretion, (i) use any alternate route for ingress and egress to the Tower, or (ii) make any alterations, additions, improvements, or repairs to the Access Roads. Any and all damage by Licensee to the Access Roads or the Land in excess of that which would be caused through normal and prudent usage shall be repaired at Licensee's

sole cost and expense.

(e) The non-exclusive right to install and connect, at Licensee's sole cost and expense, utility lines (the "Utility Lines") to the power and telephone sources at the Tower, in locations on the Land that are to be mutually agreed upon in writing by Licensor and Licensee.

The foregoing grant of rights are for the purposes of allowing Licensee to install, maintain, and operate its equipment as specifically described in Exhibit "D" attached hereto ("Equipment"). The areas defined in Subparagraphs (a) – (e) above are collectively referred to as the "Licensed Premises." Licensee shall have the right to alter, replace and upgrade its Equipment and Utility Lines at the Licensed Premises at any time during the term of this Agreement, upon the prior written approval of the Licensor. Licensee shall use the Licensed Premises as set forth herein and not in any manner which will cause a legal nuisance to the occupancy of Licensor or Licensor's other permitted users of the Tower Site.

2. Term and Renewal Term. The "Initial Term" of this Agreement is for one (1) year commencing on July 1, 2024 (the "Commencement Date"). This Agreement shall automatically renew for four (4) additional terms of five (5) years each (individually and collectively "Renewal Term" and, together with the Initial Term, the "Term"), unless either party terminates this Agreement by written notice to the other party given not less than thirty (30) days prior to the end of the Initial Term or the then-applicable Renewal Term.

3. Rent.

(a) Upon the Commencement Date and for each month of the Term, Licensee shall pay to Licensor a monthly rent ("Rent") in accordance with this Paragraph. Rent is payable each month in advance on the first day of the month to Licensor at the payment address indicated in Paragraph 17 herein, or such other address or in such other manner as may be designated by Licensor in writing from time to time, with a late charge of ten percent (10%) for payments made after the 15th of the month.

(b) Rent for the period beginning on the Commencement Date and ending on the immediately successive month of June (*i.e.*, the end of Licensee's fiscal year) will be Five Hundred and 70/100 Dollars (\$500.70) per month. Starting with the month of July (*i.e.*, the beginning of Licensee's fiscal year) in the first year of the Term and continuing annually for each year of the Term thereafter, the then-current monthly Rent shall be increased by three percent (3%) over the Rent payable for the immediately preceding June Rent amount such that Rent will increase by three percent (3%) for each June 30 to July 1 period, all per the rent schedule identified below:

Start Date	End Date	Payment	Start Date	End Date	Payment
Initial Term			Third Renewal Term		
7/1/2024	6/30/2025	\$6,008.40	7/1/2035	6/30/2036	\$8,317.03
First Renewal Term			7/1/2036	6/30/2037	\$8,566.54
7/1/2025	6/30/2026	\$6,188.65	7/1/2037	6/30/2038	\$8,823.54
7/1/2026	6/30/2027	\$6,374.31	7/1/2038	6/30/2039	\$9,088.24
7/1/2027	6/30/2028	\$6,565.54	7/1/2039	6/30/2040	\$9,360.89
7/1/2028	6/30/2029	\$6,762.51	Fourth Renewal Term		
7/1/2029	6/30/2030	\$6,965.38	7/1/2040	6/30/2041	\$9,641.72
Second Renewal Term			7/1/2041	6/30/2042	\$9,930.97
7/1/2030	6/30/2031	\$7,174.34	7/1/2042	6/30/2043	\$10,228.90
7/1/2031	6/30/2032	\$7,389.57	7/1/2043	6/30/2044	\$10,535.77
7/1/2032	6/30/2033	\$7,611.26	7/1/2044	6/30/2045	\$10,851.84
7/1/2033	6/30/2034	\$7,839.60			
7/1/2034	6/30/2035	\$8,074.79			

(c) If Licensee remains in possession of the Licensed Premises at the expiration of the Term or within thirty (30) days of the earlier termination of the Agreement, such occupation shall, at Licensor's discretion, be deemed to be a month to month license terminable by Licensor upon thirty (30) days' notice under the same terms and conditions of this Agreement, except that Rent payable during such holdover period shall be one hundred twenty-five percent (125%) of the Rent payable during the last year of the immediately preceding Term.

4. Condition of Licensed Premises. The Licensed Premises is accepted by Licensee in "AS IS" condition and this Agreement, and the rights granted to Licensee hereunder, are subject to all matters of record and on the ground affecting the Tower Site, including (without limitation) any California timber harvest plans that are planned or in effect as of the Effective Date (defined below) or at any time thereafter (collectively, the "Existing Matters"). Licensor shall have no obligation to maintain, insure or safeguard Licensee's Equipment or Utility Lines. Licensee acknowledges that the Land is managed for forestry purposes and may be subject to conditions resulting from commercial forest operations on the Land and adjacent lands. Such operations include management and harvesting of timber, disposal of slash (including, without limitation, slash burning and other controlled burning), reforestation, application of chemicals, road construction and maintenance, transportation of forest products, and other accepted and customary forest management activities. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, appearance, and other conditions which may conflict with Licensee's use of the Licensed Premises. To the full extent allowed by law, Licensee hereby waives all statutory and common law rights to object to forest management activities conducted on the Land or adjacent lands which may conflict with Licensee's use of the Licensed Premises. Licensee will not object to the application of chemicals, including, without limitation,

pesticides and herbicides on the Land or adjacent lands of Licensor.

5. Permitted Use, Installation and Access. The Licensed Premises may be used by Licensee only for wireless communication purposes and uses incidental thereto. Licensee must obtain all local, state and federal approvals to operate, modify or replace the Equipment and Utility Lines and to utilize the Licensed Premises. Licensor reserves the right to prohibit operation of any Equipment or Utility Lines it reasonably deems to be improperly installed, unsafe or not included in the approved installation plan or current Equipment list. Equipment and Utility Line installation, modification or removal plans shall be submitted to Licensor for written approval and subject to Exhibit "D" herein. Licensee shall not block or unreasonably interfere with access necessary for Licensor's employees, contractors, subcontractors, licensees, or invitees, specifically including but not limited to that required for logging and construction and/or hauling vehicles and equipment. Licensee shall not cut, harvest, trim or otherwise damage any trees or other forest products on the Land without Licensor's prior written consent, which may be withheld in Licensor's absolute discretion. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, and in a good and workmanlike manner.

6. Compliance with Law and Liens. Licensee agrees that the activities undertaken pursuant to this Agreement shall be performed in a professional manner and in compliance with all applicable federal, state, or local laws, ordinances, or regulations. Licensee will abide by and comply with Licensor's rules and regulations including safety rules, notices, and signs while upon the Tower Site and will not interfere with any work being performed or other operations being carried out on the Land or any other adjoining lands of Licensor. Licensee will at all times keep the Tower Site free of all mechanics', materialmen's, and any other liens arising from or in any connected to the activities of Licensee relating to the Tower Site.

7. Utilities. Licensee's utilities are not separately metered and are included in the monthly Rent payment, paid by Licensee to Licensor. Licensee shall have no claims whatsoever against Licensor for damages regarding any interruption in electrical service. Upon five (5) days' notice, Licensee shall cooperate in shutting down (and Licensor may shut down) the electrical service to the Tower Site or Equipment for necessary maintenance in connection with the Tower Site. Emergency situations, in Licensor's discretion, shall not require notice.

8. Taxes. Licensee shall pay all personal property taxes assessed against Licensee's personal property or Equipment and any *pro rata* increase in real property taxes levied against the Land.

9. Interference. Licensee's Equipment, including subsequent modifications thereto, shall not interfere, in any manner, with the Tower Site or any other users of the Tower Site. In the event of interference, Licensee shall immediately suspend its operations (except for intermittent testing) and promptly remedy such interference, at Licensee's sole expense, and Licensee shall not be released from its obligation to pay Rent during such period. If said interference cannot be remedied by Licensee within thirty (30) days after notice, Licensor may terminate this Agreement upon written notice to Licensee and exercise any other remedies available to it

hereunder. Licensee hereby acknowledges that Licensor may have leased or licensed, and will continue to lease or license, space at and upon the Tower Site to third parties and Licensee accepts this Agreement with this knowledge and, waives any and all claims against Licensor resulting from or attributable to interference caused by present or future equipment at the Tower Site. Licensor shall not be liable in any manner for indirect, consequential, special, or other similar damages. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

10. Removal of Licensee's Equipment. At the expiration or earlier termination of this Agreement, Licensee shall return all keys provided to Licensee by Licensor for access to and use of the Licensed Premises and remove all Equipment within thirty (30) days of such date without interference, damage, or disruption to any other equipment, structures or operations of Licensor or other users of the Tower Site (collectively, the "Removal Obligations"). This Paragraph will survive the expiration or earlier termination of this Agreement.

11. Assumption of Risks. Licensee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Licensee's activities under this Agreement. Licensee acknowledges that the Access Roads are used for logging, forestry, rock hauling and other industrial operations and are maintained, if at all, only to standards required for such use. Licensee further acknowledges and understands that Licensor has made no representations as to the present or future condition of the Land, the character of traffic on or around the Tower Site, or the Access Roads, or any other factor affecting Licensee's risks. Licensee shall pay for all damage to the Tower Site resulting directly or indirectly from Licensee's acts or omissions under this Agreement, even if not attributable to negligence by Licensee. This Paragraph will survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject at all times to the California Tort Claims Act found in Division 3.6 of the California Government Code, Govt. Code §§ 810 et seq., Licensee hereby agrees to assume all risk of injury, damage or loss, and to defend, indemnify and save harmless Licensor, its members, affiliates, and timber manager, and all of their employees, contractors, and invitees (collectively, the "Indemnified Parties"), against any and all loss, damage, liability, claims, damages or costs resulting from injury or harm to persons or property (including, without limitation, Licensee, Licensee's employees, representatives, successors, subcontractors and assigns, or Licensee's employees' property) arising out of or in any way connected with Licensee's activities on the Tower Site or adjacent lands of Licensor, excepting only to the extent such injury or harm as may have been caused directly by the negligence or willful misconduct of Licensor or its employees; provided, however, that Licensee shall be strictly liable for any environmental impact resulting from Licensee's access to or activities on the Tower Site. In the event that any demand or claim is made or suit is commenced against Licensor, Licensor shall give written notice thereof to Licensee; and Licensee shall have the right to compromise or defend the demand, claim or suit, at its own cost, using legal counsel reasonably satisfactory to Licensor, provided that any settlement does not, without the consent of Licensor, impose any obligation or liability on Licensor or restrict Licensor's use of, or operations on, the Tower Site. Licensee's indemnification obligations under this Paragraph

will survive the expiration or earlier termination of this Agreement.

13. Waiver of Claims. Licensee releases and waives all claims against Licensor with respect to any claim or injury arising from the activities of Licensee under this Agreement. The parties each certify to having read the following provisions of California Civil Code Section California Civil Code Section 1542: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." By their mutual execution of this Agreement, the parties hereby waive the protections of California Civil Code Section 1542 as to any waivers set forth in this Agreement. This Paragraph will survive the expiration or earlier termination of this Agreement.

14. Damage or Destruction. Licensor shall not be liable for loss of use, other damages or claims arising from loss, destruction or damage to the Tower Site, Licensed Premises or the Equipment caused by any casualty, acts of God, or acts of third parties. This Paragraph will survive the expiration or earlier termination of this Agreement.

15. Condemnation. This Agreement shall terminate as of the date title to the Licensed Premises, or a material portion thereof necessary for Licensee's operation of its communications facilities, vests in a condemning authority.

16. Insurance. Before accessing the Tower Site or any Access Roads, at all times while this Agreement is in effect, and for a period of six (6) months following Licensee's satisfactory completion of the Removal Obligations, Licensee and any party on or entering the Land by, through, or under Licensee, or otherwise acting on behalf or under the request or control of Licensee under this Agreement, shall at their sole cost and expense procure and maintain insurance in full force and effect, on forms and with companies reasonably satisfactory to Licensor as more particularly set forth on Exhibit "E" attached hereto.

17. Notices. All written communication shall be delivered to the following addresses for Licensor and Licensee or such address as may be designated in writing by either party:

If to Licensor: Shasta Cascades Timberlands, LLC
c/o, FWS Forestry Services
1910 Market St. Suite C
Redding, CA 96001
ssaelee@fwsforestry.com
sct@fwsforestry.com

With copy to: Shasta Cascade Timberlands LLC
c/o New Forests Inc.
315 Montgomery Street, Suite 1003
San Francisco, CA 94101

If to Licensee: County of Siskiyou
1312 Fairlane Road Suite 4
Yreka, CA 96097
Attn: Director of Facilities

18. Quiet Enjoyment and Authority. Licensee shall enjoy quiet enjoyment of the Licensed Premises subject to the Existing Matters free from interference by Licensor or any party acting on behalf of Licensor so long as Licensee is not in default under the terms of this Agreement.

19. Default and Remedies.

In Process

(a) Any one or more of the following events shall constitute a Licensee default ("Default") under this Agreement: (i) failure to pay monetary amounts due within fifteen (15) days of the due date thereof; (ii) failure to observe or perform any non-monetary obligations, including failure to comply with applicable federal, state or local laws, ordinances or regulations, and failure to cure non-monetary breaches within thirty (30) days from receipt of written notice of such breach; (iii) bankruptcy, insolvency or reorganization; or (iv) making of an assignment or any other arrangement for the general benefit of creditors under any state statute. From and after the termination of this Agreement, Licensor may (but shall be under no obligation to) re-lease or license the Licensed Premises or any part thereof, in Licensor's sole discretion and such re-licensing shall not relieve Licensee's obligations or liabilities hereunder.

(b) In the event of a Default by Licensee, Licensor may at any time thereafter, without notice or demand and without limiting Licensor in the exercise of any right or remedy which Licensor may have by reason of such default and breach, terminate this Agreement by written notice to Licensee and, in addition to the remedy provided in Subparagraph (a) above, do any one or more of the following: (i) terminate this Agreement by written notice to Licensee and, following termination, enter and take possession of the Licensed Premises and remove Licensee and any other person occupying the Licensed Premises or any portion thereof; (ii) bring suit to recover damages for Lessee's breach of contract; (iii) declare a forfeiture of Licensee's interest herein; (iv) foreclose this Agreement by suit in equity; and (v) exercise any and all the rights and remedies now provided or which may hereafter be provided by law.

(c) Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event shall Licensor have less than thirty (30) days after written notice by Licensee to Licensor specifying wherein Licensor has failed to perform such obligation. If the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor

commences performance within a reasonable time and thereafter reasonably prosecutes the same to completion. In the event of a material default and breach of this Agreement by Licensor, Licensee's exclusive remedy is limited to the return of any unapplied rental payments.

20. Assignment. Licensee may not assign, sublicense, transfer, or otherwise convey or encumber its interest in this Agreement without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

21. Environmental Laws. Licensee agrees to indemnify and hold the Indemnified Parties harmless from and against any and all claims, judgments, demands, penalties, fines, losses or expenses incurred by an Indemnified Party or other users of the Tower Site, during or after the Term, resulting from any substance that Licensee, its agents, employees or contractors cause or permit to be brought upon or released in or about the Land or adjacent lands of Licensor. This Paragraph will survive the expiration or earlier termination of this Agreement.

19. Relocation Rights. If determined necessary by Licensor to relocate the Tower and subject to the receipt of necessary governmental approvals, Licensor may cause Licensee to relocate its Equipment, or any part thereof, to an alternate tower location ("Relocation Site") in reasonable proximity to the Tower Site; provided such relocation will: (a) be at Licensor's expense; (b) be performed exclusively by Licensee or its agents; and (c) not unreasonably interrupt the communications service provided by Licensee at the Tower Site. In no event will such relocation modify any of the terms and conditions of this Agreement other than the geographic locations of the Tower Site or portions thereof.

20. Wildfire. Licensee further agrees to use its best efforts to prevent any grass, brush or forest fire starting on the Licensed Premises and will be equipped with a serviceable shovel and axe for use in extinguishing fires. All applicable forest fire laws and regulations will be strictly observed. Licensee agrees that upon discovery of any fire on or in the vicinity of the Tower Site, Licensee will immediately notify Licensor and the nearest forestry official and Emergency Services in person or by calling 911, and will reasonably use all its equipment and employees to suppress any such fire, regardless of the cause or origin of the fire. Licensee assumes all liability for, and agrees to indemnify and hold the Indemnified Parties harmless from and against all claims, damages, losses, penalties, suits or costs (including reasonable attorneys' fees and court costs), in any manner arising from fire originating on the Tower Site or other land adjacent thereto, if such fire results from the act, omission or negligence of Licensee, its employees, subcontractors, agents, or invitees, or Licensee's failure to comply with any provision of this Agreement or any law, rule or regulation relating to fire prevention or fire suppression. Licensee's indemnification obligations under this Paragraph will survive the expiration or earlier termination of this Agreement.

21. Estoppel Certifications and Attornment. Licensee shall at any time after not less than ten (10) days prior written notice from Licensor, execute, acknowledge and deliver to Licensor a statement in writing certifying (an "Estoppel Certification"): that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying

that this Agreement, as so modified, is in full force and effect, and the date to which the rent and other charges are paid in advance, if any; and acknowledging that there are not, to Licensee's knowledge, any uncured defaults on the part of Licensor hereunder, or specifying such defaults if any are claimed. Any prospective purchaser or encumbrancer of the Land may conclusively rely upon any such Estoppel Certification. Licensee's failure to deliver such statement within such time shall constitute a conclusive admission by Licensee that (a) this Agreement is in full force and effect, without modification except as may be represented by Licensor, (b) that there are no uncured defaults by Licensor hereunder, and (c) that no more than one (1) months' consideration has been paid in advance. Licensee shall, in the event of a sale or assignment of Licensor's interest in the Licensed Premises, or if the Licensed Premises comes into the hands of a mortgagee or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Licensor hereunder. Licensee shall execute at Licensor's request any attornment agreement reasonably required by any mortgagee or other such person containing such provisions as such mortgagee or other person reasonably requires.

22. Miscellaneous.

(a) In the event of litigation in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs for issues wherein a party is the prevailing party, as determined and allocated by the court as part of the judgment.

(b) Each party agrees to furnish to the other, within twenty (20) days after written request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes and nullifies all offers, negotiations and other agreements, leases, or licenses.

(d) Any amendments to this Agreement must be in writing and executed by both parties.

(e) This Agreement does not create a partnership, joint venture, or agency between the parties.

(f) This Agreement shall be interpreted under the laws of the state in which the Land is located.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution of this

Agreement at different times and places by the parties, or by electronic means including DocuSign or .PDF, shall not affect its validity so long as all the parties execute a counterpart of this Agreement.

(i) This Agreement is effective only upon the full execution by the parties hereto, and the "Effective Date" of this Agreement is the date on which it is executed by the last to sign of the parties below. In the event the Effective Date occurs after the Commencement Date, this Agreement will be retroactively effective and in full force and effect as of the Commencement Date.

(j) Licensee may not record this Agreement or any short form memorandum hereof in any public records.

(k) For purposes of this License, the term Licensee shall include Licensee's employees, agents, contractors, subcontractors, and invitees.

(l) Notwithstanding anything to the contrary contained in this Agreement, no dedication or general right of access by the general public to, on, across or in any portion of the Land or other property of Licensor is conveyed by this Agreement.

(m) This Paragraph 22 and each of its subparagraphs except for Subparagraph (b) will survive the expiration or earlier termination of this Agreement.

(n) The Recitals above and the following exhibits attached hereto are by this reference incorporated herein:

- Exhibit "A-1" – Description of the Land
- Exhibit "A-2" – Depiction of the Tower Site
- Exhibit "B" – Depiction of Ground Space
- Exhibit "C" – Depiction/Description of Antenna Space
- Exhibit "D" – Equipment
- Exhibit "E" – Insurance Provisions

[Signatures immediately follow on the next page.]

IN WITNESS WHEREOF, Licensee and Licensor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

LICENSEE:
COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____

In Process

LICENSOR:
Shasta Cascade Timberlands LLC, a Delaware limited liability company

By: Shasta Cascade Timberlands Inc.

Its: Sole Member

Date: 6/6/2024

By: JD Marshall
DocuSigned by: EA51FA7000A4421...

Name: JD Marshall

Title: _____
DocuSigned by:

Date: 6/6/2024

By: Jeff Briggs
4102FCA4BD764EF...

Name: Jeff Briggs

Title: _____

Note to Licensor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 82-2976956

ACCOUNTING: Fund (6103) – Organization (106020) – Account (726000)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed (If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year):

EXHIBIT "A-1"

Description of the Land

The real property in County of Siskiyou, State of California known as Soda Creek Ridge – Tax Parcel No. 028-130-120-000 (estimated GPS coordinates: 41.226819, -122.240936).

In Process

EXHIBIT "A-2"

Depiction of the Tower Site



EXHIBIT "B"

Depiction of Ground Space



EXHIBIT "C"

Depiction/Description of Antenna Space



Exhibit "D"

Equipment

Equipment Installation, Maintenance and Modification

- (1) Licensee shall submit installation, modification, or removal plans, as applicable, to Licensor for approval prior to commencing any work on the Licensed Premises ("Plans"). Licensor will, with a reasonable period of time of receipt of any Plans, notify Licensee as to whether the Plans are approved or disapproved or if Licensor requires additional information prior to making a determination. In the event Licensor disapproves any Plans, Licensor will state the reason for such disapproval and cooperate with Licensee in its development of mutually acceptable Plans.
- (2) Licensee shall be responsible for repairing any damage to the Land, the Tower Site, or any adjacent lands of Licensor caused during installation, maintenance or modification of the Equipment or Utility Lines ("Damage"). Licensee shall have three (3) business days to respond to any notice from Licensor of such Damage. After said time period, Licensor may perform any necessary repairs at Licensee's cost. All repair and refurbishment expenses shall be due from Licensee within thirty (30) days of invoice. Notwithstanding the above, in the event any Damage poses an immediate threat to the security or safety of the Land or Tower Site, in Licensor's discretion, Licensor may remedy such Damage without notice to Licensee. Licensee's responsibility to repair or pay for Damage will survive the expiration or earlier termination of this Agreement.
- (3) Licensor shall have the right to approve any modifications, additions or changes to the Utility Lines, the Equipment listed below or increased use of the Licensed Premises or Tower Site. Any such modification, alteration or expansion shall require the written approval of Licensor, including an amendment to this Agreement and possible increase in Rent.

Equipment List

Equipment for Soda Ridge.

- (1) 19-inch server rack.
- (1) Codan/Daniels MT4E VHF repeater.
- (1) Codan power amplifier for repeater model # AMP-155-100D1R AMP.
- (1) powers supply with battery charger model # PSC-12-10-00-01.
- (2) 12v batteries Northstar NSB-AGM31.
- (1) VHF Duplexer model # DUP-136-174 DHN.
- (1) VHF antenna model# COL51-160-P and cable feed.

EXHIBIT "E"**Insurance Provisions**

Before accessing the Tower Site or any other lands of Licensor, any party required to maintain insurance under Paragraph 16 of this Agreement shall obtain, at its sole cost and expense, and shall carry and maintain continuously throughout the Term, a policy of commercial general liability insurance insuring against the following in minimum amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this License); and automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement," ISO Form CA 99 48).

General Liability, Contractual and Completed Operations Coverage

Bodily Injury - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Property Damage - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Automobile Liability Coverage

Combined Single Limits of **\$1,000,000**

The parties required to maintain insurance under Paragraph 16 of this Agreement will also carry state or private industrial accident insurance covering all of their employees that must fully comply with California and Federal Employment and Workers' Compensation laws, and also shall carry and maintain continuously during the Term employer's liability insurance which will cover such party and all of its employees and will have minimum limits of One Million Dollars (\$1,000,000) per occurrence.

All such policies of insurance shall name each of Shasta Cascade Timberlands LLC, New Forests, Inc., F&W Forestry Services, Inc., and their subsidiary and affiliated companies, employees, officers and agents (collectively, the "Insured Parties") as "Additional Insured" parties (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Licensor. The aggregate insurance limits will be specific to this Agreement. The coverages will be primary, exclusive of any coverage carried by the Insured Parties, and will be exhausted first notwithstanding that the Insured Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the liability of the party maintaining the required insurance to the Insured Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies licensed and qualified to do business in California and satisfactory to Licensor, in Licensor's sole and absolute discretion, and certificates of insurance evidencing the coverage required shall be provided to Licensor by personal delivery or mail. The premiums, deductibles and other costs for all insurance required under this Agreement shall be the obligation of and

paid for by the party required to maintain insurance hereunder and/or its subcontractors. All of such party's subcontractors and owners of vehicles or other equipment used in connection with the performance of this Agreement must also meet the same insurance requirements provided in this Exhibit, and the party maintaining the insurance is responsible to ensure that these requirements are met. Licensee or the party maintaining the insurance will supply Licensor with evidence of insurance indicating the compliance with these insurance requirements (Acord 25-S or in such other form as owner may deem acceptable), together with copies of all required endorsements. In the event Licensor is not provided with such evidence within five (5) business days after providing such request, Licensor may immediately terminate this Agreement by written notice to the Licensee.

In Process