

## SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is dated for reference purposes as of August 1, 2014 (the “Effective Date”), by and between **Incline Partners LLC**, a Nevada limited liability company (“SUBLESSOR”) and **Marin Emergency Radio Authority**, a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, and pursuant to the Joint Powers Agreement dated February 28, 1998, by and among the Members (“SUBLESSEE”).

### RECITALS

A. SUBLESSOR leases a portion of a parcel of land known as 2885 Bay Hill Road, Bodega Bay, CA 94923 (Assessor’s Parcel Number 100-190-009-000) located in Sonoma County, California (the “Land”), which is more particularly described on Exhibit A annexed hereto, pursuant to that certain Lease and Assignment Agreement between Rancho Vista Del Mar, LLC, a California limited liability company, as Lessor (hereinafter “Prime Lessor”), and SUBLESSOR, as Lessee, dated as of July 3, 2014 (“Prime Lease”). The Prime Lease commenced on August 1, 2014 and a copy of the Prime Lease (with certain confidential economic terms redacted) is attached on Exhibit B annexed hereto.

B. Prior to the Effective Date, SUBLESSEE subleased space on the Land for its communications facilities under a sublease between SUBLESSEE and Cagal Cellular Communications Corporation, a California corporation (“ATT Wireless”), which sublease was under and subject to the Site Lease Agreement between Prime Lessor, successor in interest to Julius J. and Richard C. Macche as brothers, as lessor, and ATT Wireless, as lessee, dated April 14, 1994 (the “ATT Lease”), which lease (and accordingly SUBLESSEE’s sublease with ATT Wireless) expired as of July 31, 2014. SUBLESSOR represents to SUBLESSEE that subsequent to expiration of the ATT Lease, SUBLESSOR acquired from ATT Wireless and accordingly as of the Effective Date owns and operates on the Land a communications tower (the “Tower”), a ten foot by twenty foot equipment shelter (the “Shelter”) and other communications facilities. SUBLESSEE between the Effective Date and the Execution Date of this Sublease has continued to maintain and operate on the Land and Tower and within the Shelter as a tenant at sufferance communication facilities including without limitation antennas, cabling, radios, backup generators and fuel tanks, and utilities. The Tower, Shelter and Land are hereinafter referred to as the “Property”.

C. SUBLESSEE desires to continue to use a portion of the Property in connection with its federally licensed communications business and SUBLESSOR desires to grant to SUBLESSEE the right to use a portion of the Property in accordance with this Sublease.

D. SUBLESSOR in accordance with the terms and conditions of the Prime Lease, is diligently processing an application for a new or replacement tower to replace the existing Tower due to the age, condition and capacity of the current Tower. SUBLESSEE acknowledges and agrees that SUBLESSEE’s cooperation will be required during the Term of the Sublease in transferring SUBLESSEE’s equipment on the Tower to the new or replacement tower.

**NOW THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

**1. Subleased Premises.**

(a) **Grant of Sublease.** SUBLESSOR does hereby sublease to SUBLESSEE and SUBLESSEE does hereby sublease from SUBLESSOR that certain space on the Tower, the Shelter, and on the Land as more particularly described on Exhibits C (“Site Plan”) and C-1 (“Tower and Pole Mounted Equipment”) annexed hereto. The foregoing designated space in and upon the Property constitutes the “Subleased Premises.”

(b) **Prime Lease.** Except as otherwise expressly provided herein or except as the terms of the Prime Lease may be in conflict with or inconsistent with the terms provided herein, all of the terms, covenants, and provisions in the Prime Lease are hereby incorporated into and made a part of this Sublease as if fully set forth herein. Any rights granted herein to SUBLESSEE by SUBLESSOR shall be construed to comply and be in accordance with SUBLESSOR’s rights and obligations under the Prime Lease. Notwithstanding anything to the contrary contained in this Agreement, if the Prime Lease requires SUBLESSOR to obtain Prime Lessor’s prior written consent before subleasing or licensing space within SUBLESSOR’s leased area, then such consent shall be a condition precedent to this Agreement and to each of the parties’ rights and responsibilities set forth herein.

(c) **ATT Lease.** The parties hereto acknowledge and confirm the expiration of the ATT Lease on July 31, 2014 and the termination of SUBLESSEE’s possessory rights as a sublessee under the ATT Lease as of the Effective Date.

(d) **New Tower.** SUBLESSEE acknowledges that SUBLESSOR shall have the right but not the obligation to replace the Tower with a new or rebuilt tower on the same or new foundation (the “New Tower”) on the Land at any time during the Term of this Sublease, in accordance with the provisions of this Section 1(d). In the event the terms and conditions of this Section 1(d) conflict with any other provisions in this Sublease, the terms and conditions of this Section 1(d) shall prevail. The cost to design, permit and construct the New Tower, and to deconstruct and dispose of the existing Tower, shall be at SUBLESSOR’s sole cost and expense except to the extent stated herein. SUBLESSOR shall provide to SUBLESSEE sixty (60) days prior written notice (“**Deconstruction Notice Period**”) prior to commencement of the deconstruction of the existing Tower. Prior to the expiration of the Deconstruction Notice Period, SUBLESSEE at SUBLESSEE’S sole cost and expense shall remove SUBLESSEE’S equipment from the Existing Tower. In the event that SUBLESSEE has not removed all of its equipment from the Existing Tower at the expiration of the Deconstruction Notice Period, then thereafter, SUBLESSOR shall have the right, at SUBLESSEE’S sole cost and expense, to so remove such equipment. SUBLESSOR shall prepare a work schedule in cooperation with SUBLESSEE and other current Tower occupants to govern the tower replacement process (the “**Work Schedule**”). The Work Schedule shall be subject to the approval of SUBLESSEE, which approval shall not be unreasonably withheld, delayed or conditioned. If SUBLESSEE notifies SUBLESSOR at the commencement of the Deconstruction Notice Period that SUBLESSEE elects to have SUBLESSOR perform SUBLESSEE’s work to remove and reinstall SUBLESSEE’s tower equipment, SUBLESSEE shall reimburse SUBLESSOR for SUBLESSOR’s actual reasonable costs to remove SUBLESSEE’s equipment including without limitation antennas, mounts and cabling, from the existing Tower, and to install SUBLESSEE’s equipment on the New Tower. If SUBLESSEE does not so notify SUBLESSOR, SUBLESSEE

shall perform such work related to removal and installation of SUBLESSEE'S equipment-in accordance with the Work Schedule. At no time during the Deconstruction and construction period for the Tower, will SUBLESSEE be required to vacate the equipment shelter SUBLESSEE presently occupies. SUBLESSEE shall be responsible for all costs of replacement equipment, temporary facilities and utilities connections, and other costs specific to SUBLESSEE in maintaining signal during the period of time between commencement of deconstruction of the existing Tower and construction, equipment replacement and testing of the New Tower and the equipment thereon. SUBLESSEE's equipment on the New Tower shall be installed in accordance with the equipment list attached hereto as Exhibit C2 which upon completion of the New Tower shall supersede the equipment list attached hereto as Exhibit C1. If SUBLESSEE requires that SUBLESSEE's transmission signal is not disrupted during the construction period for the New Tower, SUBLESSEE shall at its sole cost and expense provide for temporary transmission tower facilities and shall obtain in coordination with SUBLESSOR any permits required therefor. SUBLESSEE may place, use and operate for SUBLESSEE'S exclusive use, at no additional rent or other charges, but at SUBLESSEE's sole cost and expense, at a SUBLESSOR designated space on the Property within 150 feet of SUBLESSEE's equipment shelter, one mobile communications tower on wheels in order to operate such mobile facility for the period of construction. SUBLESSOR shall use best efforts (i) to minimize the construction time period between deconstruction of the existing Tower and construction of the New Tower, (ii) to coordinate compliance by all parties with the Work Schedule, and, (iii) prior to commencement of deconstruction of the existing Tower, to ensure that all construction materials required for the construction of the New Tower are on site or readily available. In the event that SUBLESSEE has elected to have SUBLESSOR perform the work to install SUBLESSEE's equipment on the New Tower, SUBLESSEE shall supply and deliver to SUBLESSOR prior to the expiration of the Deconstruction Notice Period, with such antennas, cabling and other equipment required by SUBLESSEE in order that SUBLESSOR's contractor can install SUBLESSEE's equipment on the New Tower. SUBLESSEE agrees to cooperate with SUBLESSOR and such other carriers with equipment on the Tower with respect to the construction work plan for the New Tower and the Work Schedule.

**2. Term.** The initial term of this Sublease shall be ten (10) years (the "Initial Term") commencing upon August 1, 2014. This Sublease will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless the SUBLESSEE notifies the SUBLESSOR in writing of SUBLESSEE's intention not to renew this Sublease at least sixty (60) days prior to the expiration of the Initial Term or applicable Extension Term. The Initial Term and any Extension Term are hereinafter collectively referred to as the "Term". If, after expiration of the Term (including Extension Terms, if any), SUBLESSEE remains in possession of the Subleased Premises with SUBLESSOR's permission (express or implied), SUBLESSEE shall become a tenant from month to month only, upon all the provisions of this Sublease (except as to Term and Rent), but the Rent payable by SUBLESSEE shall be increased to one hundred and twenty percent (120%) of the monthly Rent payable by SUBLESSEE at the expiration of the Term (or Extension Term, as applicable). If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

**3. Use.** SUBLESSEE shall use the Subleased Premises for: a multi-jurisdictional public safety and emergency radio system, with signal transmission limited to the

frequencies set forth on Exhibit C-1 or C-2 hereto, as appropriate, and for no other purpose without the prior written consent of SUBLESSOR, which may be withheld in SUBLESSOR's absolute discretion. SUBLESSOR acknowledges that SUBLESSEE proposes to upgrade its multi-jurisdictional public safety and emergency radio system and SUBLESSOR shall not unreasonably delay or interfere with SUBLESSEE'S work to implement such upgrade.

#### **4. Permits and Approvals Required.**

(a) **Permits.** Prior to the commencement of any construction and throughout the term of this Sublease, SUBLESSEE shall obtain and maintain (at no cost to SUBLESSOR) any and all necessary certificates, permits, licenses and other approvals which are or may be required by any federal, state or local authority for the construction, modification and operation of SUBLESSEE's facilities, including operation of SUBLESSEE's generator and fuel tank, at the Subleased Premises. SUBLESSEE shall provide SUBLESSOR with written notice and copies of all such permits and approvals not later than three (3) days prior to commencement of construction. SUBLESSEE expressly acknowledges that SUBLESSEE's failure to obtain or maintain such permits or SUBLESSEE's failure to provide required governmental notices may result in the imposition of governmental fines, penalties or other claims. SUBLESSEE takes full responsibility for and will fully indemnify SUBLESSOR from any such fines, penalties or other claims resulting from SUBLESSEE's failure to comply with this Section. The foregoing notwithstanding, SUBLESSOR shall be responsible for providing the required notification letter to the California Public Service Commission within three (3) business days of SUBLESSOR's receipt of copies of all required permits and approvals from SUBLESSEE.

(b) **Approvals by SUBLESSOR.** SUBLESSEE shall obtain SUBLESSOR's approval of SUBLESSEE's plans and specifications (including working drawings) prior to any construction or installation of any of SUBLESSEE's equipment on the Subleased Premises. SUBLESSOR shall have ten (10) business days following receipt of SUBLESSEE's plans to review such plans and give notice to SUBLESSEE of its approval or rejection thereof, which approval shall not be unreasonably withheld, delayed or conditioned. If SUBLESSOR does not provide any response to SUBLESSEE within ten (10) days after receipt of SUBLESSEE's plans, it shall be deemed to have approved the plans.

(c) **Compliance with Existing Permits.** SUBLESSEE and SUBLESSOR acknowledge that existing permits issued by Sonoma County relating to the tower site may require in the future that SUBLESSOR undertake and complete the undergrounding of an existing overhead power/telco run on the Property (the "Overhead Power Run"). In the event Sonoma County requires SUBLESSOR to underground any portion of the Overhead Power Run, SUBLESSEE agrees to reimburse SUBLESSOR for a percentage of the cost thereof, the numerator of which percentage shall equal one, and the denominator of which percentage shall equal the total number of Sublessees and Future Parties, as such terms are defined in the Road Maintenance Agreement attached hereto as Exhibit D, to the extent such Sublessees and Future Parties are parties to the Road Maintenance Agreement as of the date of incurrence by SUBLESSOR of the undergrounding costs .

#### **5. Consideration.**

(a) **Rent.** SUBLESSEE shall pay rent to SUBLESSOR in the amount of Four Thousand Five Hundred Dollars (\$4,500) per month each and every month during the term hereof commencing with August 1, 2014. Rent is due and payable on the first day of each month, in advance, without notice or demand; provided, however, that SUBLESSOR agrees to provide SUBLESSEE an invoice on a quarterly basis for such rent. Except as expressly provided in this Sublease, all rent or other fees or charges must be paid without deduction or setoff of any kind. In the event the term does not end on the last day of a month, rent shall be prorated for that month. Rent more than thirty (30) days past due shall incur a penalty of 10% of the amount past due, and shall accrue interest at the rate of ten percent (10%) per annum, compounded monthly. The rent shall be increased upon each anniversary of the Effective Date (each an "Adjustment Date") by the greater of (i) five percent (5%) of the rent then in effect under this Sublease; or (ii) the percentage increase in the Consumer Price Index, All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose Area, All items (standard reference base period 1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), during the twelve months ending with the most recent month for which the Index has been published as of the Adjustment Date in question.

(b) **Administrative Fee.** In addition, SUBLESSEE shall pay SUBLESSOR an administrative fee of six thousand dollars (\$6,000) upon execution of this Sublease to defray SUBLESSOR's legal and administrative costs in preparing this Sublease.

(c) **Reimbursement for Shelter Acquisition Costs.** SUBLESSEE shall reimburse SUBLESSOR, within thirty (30) days following the Execution Date, the sum of Twelve Thousand and 00/100 Dollars (\$12,000) for SUBLESSOR's costs paid to ATT Wireless to acquire title to the Shelter.

6. **Alterations.** SUBLESSEE shall not replace, alter or modify its equipment or antennas on the Subleased Premises without the prior written consent of SUBLESSOR, which consent shall not be unreasonably withheld. It shall be reasonable for SUBLESSOR to withhold such consent, among other reasons, for lack of satisfactory information from SUBLESSEE regarding the radio propagation and potential radio interference to be caused by any alteration; the load requirements and relative tower component stress caused by any alteration; and the requirement for further applicable governmental approval for such alteration.

7. **Access.**

(a) **Access Areas.** SUBLESSOR grants to SUBLESSEE, for the Term of this Sublease, a non-exclusive license in and over the access areas (the "Access Areas") shown in Exhibit C to provide access to or from the Subleased Premises. Such rights shall include the right of ingress and egress to the Tower during normal business days and hours, and to the remainder of the Subleased Premises twenty-four (24) hours per day, seven (7) days per week; provided, however, that in the event of an emergency (i.e. an abrupt equipment failure resulting in the material impairment of SUBLESSEE's operations), as reasonably determined by SUBLESSEE, SUBLESSEE shall have rights to the Access Areas at any time upon providing notice to SUBLESSOR. SUBLESSEE shall provide SUBLESSOR with seventy-two (72) hours actual notice prior to accessing the Tower (except in the event of an emergency), but need not notify SUBLESSOR prior to accessing the remainder of the Subleased Premises. As

soon as practicable following entry to the Access Areas or Tower in the event of an emergency SUBLESSEE shall immediately provide written notice to SUBLESSOR describing the nature of the emergency, and the steps taken to correct the emergency. SUBLESSEE shall restrict access to the Property to its employees and agents. SUBLESSEE agrees to comply with all reasonable rules and regulations which SUBLESSOR may establish from time to time with respect to technical means and methods of installing and operating the equipment on the Tower and security for the Property.

**(b) Road Maintenance and Improvement Costs.** SUBLESSEE and each current and future sub-tenant or licensee (excluding any current users with an express contractual right to utilize the access road without road improvement and maintenance obligations) (each a "Site User") shall share equally in the cost of improving and maintaining the access road from Bay Hill Road to the Tower site and, to carry out the intent of this Section 7, SUBLESSEE agrees to enter into a road maintenance agreement in the form attached hereto as Exhibit D (the "Road Maintenance Agreement").

**8. Utilities.** SUBLESSEE shall utilize its own separate direct utility meters at the Subleased Premises and shall be responsible directly to the serving utilities for all utilities required for SUBLESSEE's use of the Subleased Premises. SUBLESSOR makes no representation or warranty regarding the continuous or continued availability of utilities at the Property and SUBLESSEE hereby holds SUBLESSOR harmless and waives any and all liability of SUBLESSOR for any interruption or absence of utilities at the Property. SUBLESSEE shall have the right to connect to or draw electricity from SUBLESSEE's generator located on the Property at SUBLESSEE's sole cost and expense. SUBLESSEE may allow the County of Sonoma to connect its equipment to SUBLESSEE's generator provided that the parties agree to a pro rata share of the cost of maintaining and operating SUBLESSEE's generator, and the cost of replacing the generator in the event that SUBLESSEE determines replacement is necessary. No Site User shall connect to SUBLESSEE'S generator without SUBLESSEE'S prior written consent and an agreement from such Site User to share the cost of maintaining and operating SUBLESSEE'S generator.

**9. Further Assignment or Subletting.** SUBLESSEE shall not assign its rights hereunder, or further sublease the Subleased Premises, without prior written consent of SUBLESSOR, which may be withheld in its absolute discretion. Any purported assignment hereof, or subletting of the Subleased Premises by SUBLESSEE without such consent, shall be null and void. Any such assignment or transfer shall not relieve SUBLESSEE of its obligations under this Sublease. Any assignee shall also assume and be bound to perform all of the obligations of SUBLESSEE under this Sublease. SUBLESSOR shall not receive any compensation for approval of any assignment or further subletting.

**10. Compliance with Prime Lease.** SUBLESSEE agrees that it will, with respect to the Subleased Premises, perform each and every covenant and obligation of SUBLESSOR under the terms of the Prime Lease and will comply with all provisions and requirements of the Prime Lease. SUBLESSEE agrees that SUBLESSOR shall maintain all the rights and remedies of Lessor under the Prime Lease against SUBLESSEE with respect to the Subleased Premises. SUBLESSOR shall take reasonable steps to prevent termination of the Prime Lease due to SUBLESSOR's default as tenant under the Prime Lease and agrees to take reasonable steps to prevent modification of the Prime Lease in a manner that adversely affects

SUBLESSEE's rights under this Sublease. In the event that the Prime Lease is modified in any way, as soon as practicable following such modification, SUBLESSOR shall provide SUBLESSEE a copy of the Prime Lease as so modified. .

**11. Insurance.**

(a) **Limits.** SUBLESSEE shall maintain the following insurance with the following minimum limits:

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| Automobile Insurance   | \$1,000,000 Combined Single Limit  |
| Workers' Compensation Insurance  | Per Statute<br>\$100,000 Employers' Liability                                      |
| Commercial General Liability coverage to include the following coverages: Contractual Liability, Operations, Completed Operations & Products, Personal Injury, X.C.U. and other standard CGL coverages without amendment | \$1,000,000 Occurrence<br>\$2,000,000 Aggregate<br>Limits must apply "Per Project" |
| Umbrella Insurance   | \$2,000,000 Occurrence<br>\$4,000,000 Aggregate                                    |

All policies must be on an occurrence basis. "Claims made" coverages are unacceptable. Coverage must be with Best's "A-" rated carriers. SUBLESSEE shall not be required to carry (i) the Automobile Insurance specified above to the extent SUBLESSEE owns no automobiles nor (ii) the Workers' Compensation Insurance specified above to the extent SUBLESSEE has no employees, unless otherwise required by applicable law.

(b) **Property Insurance.** SUBLESSEE shall maintain standard fire and casualty insurance policies with extended coverage ("All Risk" coverage) equal to at least 90% of the replacement cost covering its property. SUBLESSEE shall cause the insurance policies required above to name SUBLESSOR and Prime Lessor as additional insureds thereunder, and shall provide SUBLESSOR with certificates evidencing same on an annual basis. The certificate must show that the issuing company will mail written notice of cancellation thirty (30) days prior to cancellation; except in the case of cancellation for failure to pay a premium, in which case the certificate must show that the issuing company will mail written notice of cancellation ten (10) days prior to cancellation. Alternatively, SUBLESSEE shall have the option of providing SUBLESSOR with evidence of such coverage electronically by providing to SUBLESSOR a Uniform Resource Locator ("URL") Link to access SUBLESSEE's memorandum of insurance ("MOI") website in order for SUBLESSOR to review the coverage required by this Section 11. The following statement must appear on each certificate (if it is necessary to attach that statement on a separate piece of paper the attachment should be signed, dated and clearly referenced to the certificate):

"Incline Partners, LLC and Rancho Vista Del Mar, LLC are additional insureds on all policies other than Workers' Compensation. This insurance, other than Workers' Compensation, will be

primary insurance over any other insurance available to the additional insured for any personal injury or death or any property damage arising out of, or on account of, or in consequence of, in whole or in part, the work of SUBLESSEE.”

(c) **Self-Insurance.** SUBLESSEE shall have the right to fulfill its insurance obligations under this section pursuant to self-insurance, provided that SUBLESSEE shall satisfy all requirements of any application law, regulation or direction relating to self-insurance and shall furnish proof of such to SUBLESSOR and Prime Lessor. If SUBLESSEE self-insures, SUBLESSEE shall provide SUBLESSOR and Prime Lessor with a letter of self-insurance as required with respect to insurance certificates under this Section 11.

(d) **Contractor’s Insurance.** SUBLESSEE’S construction, maintenance, replacement and/or repair of any of SUBLESSEE’S property or equipment within the Subleased Premises or elsewhere on the Land as permitted under this Sublease shall be performed only by qualified contractors licensed to do business in California, carrying adequate insurance on their operations. Prior to performing any such work, SUBLESSEE shall notify SUBLESSOR of the contractor(s) involved, and shall cause the contractors’ public liability and property damage insurance policies to be endorsed to include SUBLESSOR as an additional insured thereunder, and SUBLESSEE shall deliver to SUBLESSOR certificates evidencing the same.

(e) **SUBLESSOR Insurance.** SUBLESSOR shall maintain the following insurance with the following minimum limits:

Commercial General Liability coverage:

\$1,000,000 Occurrence

\$2,000,000 Aggregate

**12. Indemnity.**

(a) **Indemnity of SUBLESSOR.** With respect to the Property and except for the negligence or willful misconduct of SUBLESSOR or its agents, employees or contractors, SUBLESSEE shall indemnify, hold harmless, and defend SUBLESSOR from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys’ fees, which may arise out of the use of the Property by SUBLESSEE, or SUBLESSEE’S officers, contractors, licensees, agents, employees, guests, invitees, or visitors. SUBLESSOR and Prime Lessor shall not be liable for any loss or damage to persons or property sustained by SUBLESSEE or other persons, which may be caused by theft, or by any act or neglect of any other lessee, tenant or occupant of the Property. The indemnity obligations hereunder survive the termination of this Sublease.

(b) **Indemnity of SUBLESSEE.** With respect to the Property and except for the negligence or willful misconduct of SUBLESSEE or its agents, employees or contractors, SUBLESSOR shall indemnify, hold harmless, and defend SUBLESSEE from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys’ fees, which may arise out of the SUBLESSOR’S negligence or willful misconduct with respect to the SUBLESSOR’S access, use or occupancy

of the Property. SUBLESSEE shall not be liable for any loss or damage to persons or property sustained by SUBLESSOR or other persons, which may be caused by theft or by any act or neglect by any other lessee, licensee, tenant or occupant of the Property. The indemnity obligations hereunder survive the termination of this Sublease.

**13. Non-Interference.**

(a) **SUBLESSEE's Equipment.** SUBLESSEE covenants and agrees that the installation, operation and maintenance of SUBLESSEE's equipment will in no way damage SUBLESSOR's Tower, equipment or property or the equipment of other users located on the Property on the date of this Sublease, including GTE Mobilnet of California Limited Partnership, a California limited partnership ("Verizon Wireless"), ATT Wireless, and the County of Sonoma ("County of Sonoma"), which SUBLESSEE acknowledges have a pre-existing communications facility at the Property.

(b) **SUBLESSEE's Operations.** SUBLESSEE agrees that it shall operate only within the frequencies established in Section 3, and that its equipment shall be shielded at all times and maintained so as to cause no interference with SUBLESSOR's signal reception or transmission or the signal reception or transmission of Verizon Wireless, ATT Wireless, the County of Sonoma or other users located at the Property on the date of this Sublease (such users, excluding SUBLESSEE, being the "Current Users"). SUBLESSEE shall cease or rectify any such interference immediately upon receipt of notice from SUBLESSOR, based upon the opinion of SUBLESSOR's electrical engineer, that SUBLESSEE is the source of such interference. If such interference cannot be eliminated to the reasonable satisfaction of SUBLESSOR within ten (10) calendar days of such notice, SUBLESSOR may require SUBLESSEE to cease operation until the interference is eliminated.

(c) **Current Users' Operations.** SUBLESSOR agrees that its operations shall not cause, interference with SUBLESSEE's signal reception or transmission. SUBLESSOR shall cease or rectify, or cause to be ceased or rectified, any such interference immediately upon receipt of notice from SUBLESSEE, based upon the opinion of SUBLESSEE's electrical engineer, that SUBLESSOR is the source of such interference. If such interference cannot be eliminated to the reasonable satisfaction of SUBLESSEE within ten (10) calendar days of such notice, SUBLESSOR shall cease operation until the interference is eliminated. SUBLESSOR will require, in granting any lease, license or any other right to any Current User, that such Current User makes warranties substantially equivalent to SUBLESSEE's warranties under Sections 13(a) and (b) above with respect to SUBLESSEE's then existing radio frequency use on the Property.

(d) **No Conflicting Uses.** During the term of this Sublease, SUBLESSOR will take reasonable steps customary in the industry to avoid granting a similar sublease or license agreement to any other party (a "future user") if such grant would impair SUBLESSEE's use of the Subleased Premises. SUBLESSOR will include a provision in each sublease or similar agreement with a future user requiring that the future user operate its facilities in a manner that does not interfere with SUBLESSEE's signal reception or transmission, and, in the event of such interference, giving SUBLESSOR the right to require the future user to cease operations if such interference is not corrected within ten (10) calendar days after written notice from SUBLESSOR.

**14. Maintenance.**

(a) **SUBLESSOR's Maintenance Obligations.** SUBLESSOR has the responsibility of maintaining and repairing the Tower, and shall maintain the Property in compliance with all federal, state and local laws, ordinances, rules and regulations, and in a manner consistent with standard industry practices ("Applicable Laws and Standard Industry Practices").

(b) **SUBLESSEE's Maintenance Obligations.** SUBLESSEE has the responsibility of maintaining and repairing SUBLESSEE's equipment (including antennas), the interior of the Shelter utilized by SUBLESSEE, any HVAC equipment serving the SUBLESSEE's portion of the Shelter, its installation on the Tower (including repair of any portions of the Tower damaged by SUBLESSEE's installation), and all other personal property of SUBLESSEE installed on the Subleased Premises. SUBLESSEE shall maintain the foregoing portions of the Property in-compliance with all Applicable Laws and Standard Industry Practices. In the event SUBLESSEE's installation materially violates any Applicable and Standard Industry Practices or in SUBLESSOR's reasonable opinion, may materially violate any Applicable and Standard Industry Practices, SUBLESSOR shall have the right to correct that violation upon twenty-four (24) hours prior notice to SUBLESSEE. SUBLESSEE shall reimburse SUBLESSOR the cost of such repair within ten (10) days of receipt of any invoice thereof. In the event SUBLESSEE's violation cannot be cured, SUBLESSOR shall have the right to terminate this Sublease upon five (5) day's written notice. It is understood and agreed that SUBLESSOR assumes no responsibility for the licensing, operation and /or maintenance of SUBLESSEE's antennas.

**15. Termination by SUBLESSOR.** Each of the following constitutes an event of default under this Sublease permitting SUBLESSOR, at its option, to immediately terminate this Sublease:

(a) SUBLESSEE fails to pay the rent or other sums when due and fails to cure such default within ten (10) days of its receipt of notice from SUBLESSOR that such payment is overdue; or

(b) SUBLESSEE fails to comply with any material term, condition or covenant of this Sublease, other than the payment of money, if such failure is not cured within thirty (30) days after written notice thereof to SUBLESSEE, or in the event of a cure which requires in excess of thirty (30) days to complete, if SUBLESSEE has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion.

**16. Hazardous Substances.** SUBLESSOR hereby advises SUBLESSEE that: low levels of petroleum hydrocarbon products were found in the soil excavated at the time that ATT Wireless' predecessor in interest at the Property removed an underground storage tank from the Property in 1993; and that SUBLESSOR's indemnity from said transferor will be lost if any hydrocarbons are brought onto the Site by SUBLESSEE. SUBLESSEE represents, warrants, and agrees that SUBLESSEE has not and will not, and will not permit and third party to use, generate, store or dispose of hydrocarbons or any other Hazardous Material (defined

herein) on, under, about or within the Site. SUBLESSOR represents, warrants, and agrees that SUBLESSOR, to the best of its knowledge, has not, and will not use, generate, store or dispose of, or knowingly permit the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Site in violation of any law or regulation. SUBLESSOR and SUBLESSEE acknowledge and agree that both Prime Lessor and the other party may rely upon the foregoing representations and warranties. SUBLESSOR and SUBLESSEE each agree to defend, indemnify and hold harmless Prime Lessor, the other party, and the partners, affiliates, agents and employees of Prime Lessor and the other party against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The provisions of the Section 16 will survive expiration or termination of this Sublease.

**17. Relocation of Antennas.** SUBLESSOR may change the location of the Subleased Premises on the Tower to a comparable location on the Property as reasonably determined by SUBLESSOR; provided that such relocation is within the same general area and height as the Subleased Premises and provided further that such relocation will not adversely affect the SUBLESSEE's signal quality. Such change in location is subject to the prior written approval of SUBLESSEE and SUBLESSEE shall not unreasonably withhold its approval. In such event, SUBLESSOR will relocate, to the extent necessary, all SUBLESSEE's cabling and Equipment within the Property. All such relocation will be at the sole expense of SUBLESSOR. SUBLESSOR will use commercially reasonable efforts not to interrupt SUBLESSEE's service during the period of relocation. SUBLESSOR and SUBLESSEE will work together in good faith to complete such relocation.

**18. Termination by SUBLESSEE.** SUBLESSEE may terminate this Sublease for cause upon the giving of thirty (30) days' written notice to SUBLESSOR if SUBLESSOR fails to comply with any term, condition or covenant of this Sublease and does not cure such failure within thirty (30) days after written notice thereof or in the event of a cure which requires in excess of thirty (30) days to complete if SUBLESSOR has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. In addition SUBLESSEE shall have the right to terminate this Sublease upon providing SUBLESSOR with one hundred eighty (180) days' prior written notice if SUBLESSEE determines in SUBLESSEE's absolute discretion, that the Property is no longer suitable for SUBLESSEE's operations.

**19. Destruction.** If the Tower is damaged or destroyed such that either SUBLESSOR's or SUBLESSEE's equipment cannot remain in continuous operation, SUBLESSOR may, in SUBLESSOR's sole discretion, either: (i) repair the Tower to operating condition if repairs can be accomplished within ninety (90) days whereupon this Sublease shall remain in full force and effect except that rent shall be abated for the period of time that SUBLESSEE cannot operate from the Tower, or (ii) terminate this Sublease upon written notice to SUBLESSEE. In no event shall SUBLESSOR have any obligation to repair, replace or restore the Tower or any of SUBLESSEE's equipment or improvements to the Subleased Premises. The foregoing notwithstanding, in the event that SUBLESSOR elects not to repair

the Tower, SUBLESSEE shall have the right to repair the Tower to operating condition. If SUBLESSOR gives notice to SUBLESSEE of its intention to terminate this Sublease due to damage or destruction as set forth above, SUBLESSEE shall have thirty (30) days following such notice to provide notice to SUBLESSOR that SUBLESSEE intends to exercise its right to repair the Tower (the "Repair Notice"). If SUBLESSEE gives timely Repair Notice, this Sublease shall remain in full force and effect, with rent abated for the period of time that SUBLESSEE cannot operate due to the condition of the Tower. In the event that SUBLESSEE repairs the Tower to operating condition, SUBLESSEE shall receive a credit for any rent owed in an amount equal to the reasonable actual cost of such repairs. If SUBLESSEE fails to repair the Tower to operating condition within ninety (90) days following the date of its Repair Notice, this Sublease shall terminate.

**20. Condemnation.** If all or part of the Subleased Premises are taken by condemnation, this Sublease shall terminate. SUBLESSEE shall be entitled only to that portion of the proceeds or condemnation which is directly attributable to the value of SUBLESSEE's equipment and improvements.

**21. No Liens.**

(a) SUBLESSEE warrants that, as of the date of this Sublease, its equipment is not subjected to any liens, trusts, pledges, security interests, ownership rights or other interests, except as have been disclosed to, and approved by, SUBLESSOR, in writing.

(b) From and after the date of this Sublease, SUBLESSEE will not cause or permit its equipment to become subject to any lien, trust, pledge or security interest (except as disclosed to and approved by SUBLESSOR), without providing contemporaneous written notice to SUBLESSOR.

(c) SUBLESSEE will not cause or permit the Property or SUBLESSEE's equipment or improvements to become subject to any lien, trust, pledge or security interest arising out of any work performed, materials furnished or obligations incurred by or for SUBLESSEE. SUBLESSEE agrees to bond against or discharge any mechanic's lien or materialman's lien affecting the Property or SUBLESSEE's equipment or improvements within thirty (30) days after notice from SUBLESSOR.

(d) SUBLESSEE will reimburse SUBLESSOR for any and all costs and expenses that may be incurred by SUBLESSOR as a result of any lien, trust, pledge or security interest (whether or not disclosed or consented to by SUBLESSOR) arising out of any work performed, Equipment or materials furnished, or obligations incurred by or for SUBLESSEE. Such reimbursement will be made within thirty (30) days after receipt by SUBLESSEE of an invoice from SUBLESSOR setting forth the amount of such costs and expenses.

**22. Notices.** Any notice or demand required or permitted hereunder shall be in writing and shall be delivered either by (i) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail addressed to the party for whom intended at the addresses appearing set forth below or at such other address as the intended recipient shall have designated by written notice:

SUBLESSOR: Incline Partners LLC  
PO Box 3740  
Incline Village, NV 89450

SUBLESSEE: Marin Emergency Radio Authority (MERA)  
c/o Novato Fire Protection District  
95 Rowland Way  
Novato, CA 94945  
Attention: Executive Officer

**23. Entirety of Agreement.** This Sublease represents the complete agreement of the parties hereto with respect to the subject matter hereof, and may be amended only by written instrument executed by SUBLESSOR and SUBLESSEE.

**24. Successors and Assigns.** This Sublease shall be binding upon and, except to the extent limited herein above, shall inure to the benefit of the parties hereto and their respective successors and assigns.

**25. Surrender.** SUBLESSEE shall remove all of its personal property, alterations and fixtures from the Subleased Premises upon expiration or termination of this Sublease and shall return the Subleased Premises to their original condition, ordinary wear and tear excepted. In the event of SUBLESSEE'S failure to remove its property and restore the Subleased Premises as required under this Section, SUBLESSOR may treat such property as abandoned, and remove and/or store it at SUBLESSEE's expense, and SUBLESSEE hereby agrees to indemnify and hold SUBLESSOR harmless against any claim, demand, or liability resulting from SUBLESSEE's failure to comply with this Section, including, without limitation, any claim by or liability to Prime Lessor.

**26. Waivers.** Any waiver of any right under this Sublease must be in writing and signed by the waiving party.

**27. Attorneys' Fees.** The prevailing party in any action or proceeding brought to enforce this Sublease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

**28. Governing Law.** The Sublease shall be governed in accordance with the laws of the State of California.

**29. Severability.** If any term or provision of this Sublease is deemed unenforceable for any reason, such provision shall be severed from this Sublease and shall not affect the remainder of this Sublease.

**30. Recitals and Attachments.** The recitals set forth above and the attached Exhibits shall be deemed to be a part of this Sublease as though such provision had been set forth in full in this Sublease.

**31. Counterparts.** This Sublease may be executed in multiple counterparts. Each counterpart shall be deemed an original as against any party who has signed it, but all counterparts together shall constitute one instrument.

**32. Certified Access Specialist Disclosure.** Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist”.

**33. Taxes.** SUBLESSEE represents and warrants that as a governmental agency SUBLESSEE is not subject to property tax on its personal property. SUBLESSEE shall defend and hold SUBLESSOR harmless from any personal property taxes levied and assessed against SUBLESSOR on account of SUBLESSEE’s personal property. SUBLESSEE shall pay as additional rent (at the actual rate assessed by the jurisdiction and without increases for inflation) any documented increase in real estate taxes levied against the Property which are directly attributable to this Sublease or to the improvements constructed by SUBLESSEE on the Property.

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE have executed this Sublease as of the day and year set below.

**SIGNATURES APPEAR ON NEXT PAGE**

**SUBLESSEE:**

**Marin Emergency Radio Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBLESSOR:**

**Incline Partners LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Description of Land

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

**For APN/Parcel ID(s): 100-190-009 and 103-070-003**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a portion of the tract of land known as the "Bodega Ranch", more particularly bounded and described as follows, to-wit:

Commencing in the middle of the road leading from Bodega Corners to the head of Bodega Bay, at the point on the ridge bearing South 16-3/4° East magnetic from the Southeast corner of the tract heretofore conveyed to John S. Roberts witness, South side of a ledge of rocks South 28-3/4° West 1.50 chains and another large rock in the road South 61-1/4° West 2.70 chains; thence North 16-3/4° West 18.00 chains to the Southeast corner of the Roberts tract, and Northeast corner of tract herein; thence South 73-1/4° West 80.00 chains; thence South 16-3/4° East 80.00 chains; thence North 73 1/4 degrees East 80.00 chains; thence North 16-3/4° West 62.00 chains to the place of beginning.

EXCEPTING THEREFROM that portion contained in the Deed from Cirillo Macche and Cecilia M. Macche, to the County of Sonoma, a political subdivision of the State of California, dated August 17, 1955 and recorded September 15, 1955 under Recorder's Serial No. E-60517, Sonoma County Records.

**EXHIBIT B**

**The Prime Lease**

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

[Follows on Next Page]

**EXHIBIT C**

**The Subleased Premises and Facilities**

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

**Site Plan and Existing Tower Elevation attached as Exhibit C Page 1 and 2**

**EXHIBIT C-1**

**The Subleased Premises and Facilities**

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

**Equipment Permitted on the Existing Tower, Shelter and Poles:**

**Antenna Equipment Installed on Tower:**

| Antenna:                     | #1                    | #2                    |
|------------------------------|-----------------------|-----------------------|
| Quantity:                    | 1 – Existing on tower | 1 – Existing on tower |
| Manufacturer:                | DB Products           | DB Products           |
| Type & Model #:              | Panel / DB682H120     | OMNI – DB638          |
| Antenna Weight/Length:       | 20 LB / 48"x18"       | 40 LB / 204" x 3"     |
| Line Type:                   | Heliac                | Heliac                |
| Line Quantity & Diameter:    | 1 - 7/8"              | 1 – 7/8"              |
| Antenna Radiation Center     | 42 Feet               | 90 Feet               |
| Direction of Radiation:      | 130 Degrees           | OMNI                  |
| Requested Mounting Position: | Existing 130 Degrees  | Same leg as #1        |
| Other Information:           | Existing MERA Antenna | Existing MERA Antenna |
| Authorized Frequencies       |                       |                       |

**Antenna Equipment Installed on MERA Building and Poles:**

| Antenna:                     | #1                      | #2                      | #3                      | #4                      |
|------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Quantity:                    | 1                       | 1                       | 1                       | 1                       |
| Manufacturer:                | Amphenol Solutions      | Amphenol Solutions      | Andrew                  | Andrew                  |
| Type & Model #:              | BCD7506EDN525 INV       | BCD7506EDIN525          | Microwave               | Microwave               |
| Antenna Weight/Length:       | 20 / 120" X 3.5"        | 20 / 120" X 3.5"        | 6 Foot Microwave        | 4 Foot Microwave        |
| Line Type:                   | Heliac                  | Heliac                  | Waveguide               | Waveguide               |
| Line Quantity & Diameter:    | 1 – 7/8"                | 1 – 7/8"                | 1 – 11 GHZ              | 1 – 11 GHz              |
| Antenna Radiation Center     | 10' – On building       | 10' – On building       | 18 Feet                 | 15 Feet                 |
| Direction of Radiation:      | OMNI                    | OMNI                    | Approx 130 Deg          | Approx 130 Deg          |
| Requested Mounting Position: | Approx 130 Deg          | Approx 130 Deg          | Existing Pole           | Existing Pole           |
| Other Information:           | 700 MHz Interop Antenna | 700 MHz Interop Antenna | No Change from Existing | No Change from Existing |
| Authorized Frequencies       |                         |                         |                         |                         |

**EXHIBIT C-2**

**The Subleased Premises and Facilities**

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

**Equipment Permitted on the New Tower, Shelter and Poles:**

| Antenna:                     | #1                    | #2                            | #3                      | #4                      |
|------------------------------|-----------------------|-------------------------------|-------------------------|-------------------------|
| Quantity:                    | 1 – Existing on tower | 1 – Existing on tower         | 1                       | 1                       |
| Manufacturer:                | DB Products           | DB Products                   | Amphenol Solutions      | Amphenol Solutions      |
| Type & Model #:              | Panel / DB682H120     | OMNI – DB638                  | BCD7506EDN525 INV       | BCD7506EDIN525          |
| Antenna Weight/Length:       | 20 LB / 48"x18"       | 40 LB / 204" x 3"             | 20 / 120" X 3.5"        | 20 / 120" X 3.5"        |
| Line Type:                   | Heliac                | Heliac                        | Heliac                  | Heliac                  |
| Line Quantity & Diameter:    | 1 - 7/8"              | 1 – 7/8"                      | 1 – 7/8"                | 1 – 7/8"                |
| Antenna Radiation Center     | 42 Feet               | 118.5 Feet, mount at 110 feet | 40' or above *          | 40 ' or above *         |
| Direction of Radiation:      | 130 Degrees           | OMNI                          | OMNI                    | OMNI                    |
| Requested Mounting Position: | Existing 130 Degrees  | Same leg as #1                | Approx 130 Deg          | Approx 130 Deg          |
| Other Information:           | Existing MERA Antenna | Existing MERA Antenna         | 700 MHz Interop Antenna | 700 MHz Interop Antenna |
| Authorized Frequencies       |                       |                               |                         |                         |

**\*exact height to be coordinated with Sublessor with input from Sonoma County and subject to MERA obtaining all required permits**

**Antenna Equipment Installed on MERA Building and Poles:**

| Antenna:                     | #1                      | #2                      |
|------------------------------|-------------------------|-------------------------|
| Quantity:                    | 1                       | 1                       |
| Manufacturer:                | Andrew                  | Andrew                  |
| Type & Model #:              | Microwave               | Microwave               |
| Antenna Weight/Length:       | 6 Foot Microwave        | 4 Foot Microwave        |
| Line Type:                   | Waveguide               | Waveguide               |
| Line Quantity & Diameter:    | 1 – 11 GHZ              | 1 – 11 GHz              |
| Antenna Radiation Center     | 18 Feet                 | 15 Feet                 |
| Direction of Radiation:      | Approx 130 Deg          | Approx 130 Deg          |
| Requested Mounting Position: | Existing Pole           | Existing Pole           |
| Other Information:           | No Change from Existing | No Change from Existing |
| Authorized Frequencies       |                         |                         |

**EXHIBIT D**

**Road Maintenance Agreement**

to the Sublease dated \_\_\_\_\_, 2015, by and between Incline Partners, LLC, a Nevada limited liability company, as Sublessor, and Marin Emergency Radio Authority, as Sublessee.

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