

ANTENNA SITE LICENSE AGREEMENT

TERM SHEET

PROPERTY:

ADDRESS: 1441 Canyon Del Rey, Seaside, CA
SITE NAME: Monterey Embassy Suites (MRYES)

LICENSOR:

Tucson Seaside LLC
NOTICE ADDRESS: 2398 E. Camelback Road, Suite 1000
Phoenix, AZ 85016
Attn: General Counsel

With a mandatory copy to Manager

LICENSEE:

County of Monterey
NOTICE ADDRESS: 1590 Moffett Street, Salinas, CA 93905

MANAGER:

Atrium Hospitality LP, a Delaware limited partnership
NOTICE ADDRESS: 12735 Morris Road Ext., Suite 400
Alpharetta GA 30004
Attn: General Counsel

ADMINISTRATOR:

Same party as Manager unless otherwise specified
NOTICE ADDRESS: Same as Manager unless otherwise specified

PREMISES:

The area of the Property designated by Licensor as an area where Equipment may be installed, as more specifically described on Exhibit A.

BUSINESS TERMS:

COMMENCEMENT DATE: January 1, 2022
TERM: Five years, commencing on the Commencement Date; provided that either party can terminate this Agreement any time on at least three (3) months' notice.
LICENSE FEE: \$500.00 per month.

ANTENNA SITE LICENSE AGREEMENT

This ANTENNA SITE LICENSE AGREEMENT (this "Agreement") is made as of January 1, 2022 (the "Effective Date"), between Tucson Seaside LLC, a Delaware limited liability company ("Licensor"), and County of Monterey, a political subdivision of the State of California ("Licensee"). (Licensor and Licensee are sometimes referred to individually as a "Party" and collectively as the "Parties".)

Licensor owns or leases the Property (as defined in the Term Sheet).

Licensee would has installed and would like to maintain and operate certain telecommunications equipment and systems on the Premises (as defined in the Term Sheet), and Licensor is willing to grant a non-exclusive license to Licensee to use the Premises, on the terms set forth in this Agreement.

Licensor has retained Manager (as defined in the Term Sheet) to operate the Property, and Licensor has retained Administrator (as defined in the Term Sheet) to supervise and administer the licenses granted by Licensor for the installation and operation of telecommunications equipment and systems at the Property. At Licensor's option, Manager and Administrator may be the same person or entity.

In consideration of the mutual obligations in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree:

1. License

1.1 License of Premises. Licensor hereby grants to Licensee a non-exclusive license to use the Premises to operate, maintain, repair, alter, modify, replace, and remove the telecommunications equipment and systems as described on Exhibit A (the "Equipment") on the Premises, subject to the terms of this Agreement (the "License"). Licensee shall not use the Premises for any reason other than as specifically permitted in this Agreement. All access by Licensee must be coordinated with Licensor or Manager.

1.2 Retention of Rights. Licensor shall retain (i) all rights of ownership and possession of the Premises, (ii) the right to enter the Premises at any time, and subject to the License, the right to control access to the Premises, (iii) subject to the License and Section 4.2.3, the right to use the Premises, including the right to grant a license to use the Premises to other licensees, or otherwise permit other persons or entities to use or occupy space within the Premises, and (iv) the right perform any work on the Premises, except Licensor shall not perform any work on any Equipment (except in the event of an emergency).

2. Term. The term of this Agreement shall commence on the Commencement Date (as defined in the Term Sheet) and remain in effect for the Term (as defined in the Term Sheet), unless terminated earlier as provided in this Agreement.

3. Fees and Payments

3.1 License Fee. Licensee shall pay to Licensor on a monthly basis an amount equal to the License Fee (as defined in the Term Sheet). Licensee also shall pay to Licensor, as part of the License Fee, the amount of any taxes payable by Licensor (other than income taxes)

with respect to such License Fee. The first License Fee shall be paid on the Commencement Date, and thereafter the License Fee shall be payable on or before the first day of each calendar month during the Term. The License Fee shall be prorated for any partial month in which the Term begins or ends.

3.2 Other Fees. Licensee shall pay all other amounts payable by Licensee to Licensor under this Agreement within 30 days after such amounts become due.

3.3 Manner of Payment. The License Fee and all other amounts due and payable by Licensee to Licensor under this Agreement (the "Fees") shall be paid to Licensor at the office of Manager at its address set forth in the Term Sheet (but Attention: Treasury/Antenna Licenses), or as otherwise designated from time to time by written notice from Licensor to Licensee. The obligation to pay any Fees under this Agreement is independent of each and every other obligation in this Agreement, and the Fees shall be paid without any setoff, abatement, counterclaim or deduction whatsoever.

4. Use of Premises

4.1 Installation of Equipment. Licensee shall not install any Equipment on the Premises without obtaining Licensor's Approval in each instance before commencing any such work. The installation of any Equipment on the Premises shall be performed by Licensee, at Licensee's cost and expense, in accordance with the requirements in Section 4.5. Licensee acknowledges and agrees that Licensor shall have no obligation to perform any work relating to the installation of any Equipment. All Equipment shall be installed only at such locations on the Premises approved in writing by Licensor.

4.2 Operation of Equipment

4.2.1 Interference with Licensor's Operations. Licensee shall operate the Equipment in such a manner as not to cause interference of any kind with (a) present or future transmission of radio or television broadcasts, microwave or other communications signals in the area in or around the Property, or transmission or reception of radio, television, microwave and other communications signals as conducted on or before the Commencement Date by Licensor or Licensor's existing licensees, and (b) the operation of the Property, or the use, enjoyment, safety or comfort of any occupants, guests, customer or other persons at the Property. If Licensee's operations under this Agreement causes any such interference at any time, Licensee shall, at its cost and expense, promptly take all steps necessary to remedy such interference and eliminate such interference, including terminating the use of all Equipment causing such interference until such interference is eliminated to Licensor's reasonable satisfaction. If such interference is not eliminated to Licensor's reasonable satisfaction within 24 hours after notice to Licensee, Licensor may, at its option, either (i) immediately disconnect the Equipment causing such interference, or (ii) terminate this Agreement effective immediately.

4.2.2 Interference from Existing Equipment. Neither Licensor, Manager, Administrator or any other Licensor Parties shall be responsible or liable, directly or indirectly, for any interference with Licensee's transmission or reception of signals caused by other licensees of any Licensor Parties. Licensee shall pursue any such matter directly with the applicable third party.

4.3 Maintenance and Repairs

4.3.1 Equipment. Licensee, at its cost and expense, shall maintain, repair, restore and replace the Equipment as required from time to time to keep the Equipment in good working order and safe condition at all times. Equipment shall be labelled "County"

4.3.2 Property. Licensee, at its cost and expense, shall repair and restore, to Licensor's satisfaction, all damage to the Property caused by Licensee or any contractor, employee, agent or other person performing work for or on behalf of Licensee. If Licensee does not perform any such work promptly or adequately, Licensor may, but is not required to, perform any such maintenance, repair, or replacement work, in which case Licensee shall reimburse Licensor within five days upon demand for all costs and expenses incurred by Licensor in performing such work.

4.4 Alterations and Improvements. Licensee shall not alter, modify, replace or improve any Equipment, or perform any other material work on the Premises (other than maintenance and repair permitted under Section 4.3), without obtaining Licensor's Approval in each instance before commencing any such work.

4.5 Requirements for Work by Licensee

4.5.1 Licensor's Approval for Work. Licensee shall obtain Licensor's written approval for any installation work under Section 4.1 (including the method of installation, placement or illumination of any signage or Equipment), and any alteration, modification, replacement, improvement or other material work under Section 4.4 (the "Work"), in each instance before commencement of any Work ("Licensor's Approval"). Licensee shall submit to Licensor for its review plans and drawings showing in reasonable detail the Work proposed by Licensee, and the names and addresses of the contractors or other persons proposed by Licensee for the Work ("Licensee's Plans"). Licensee's plans shall be submitted in pdf format, or such other electronic format as may be reasonably required by Licensor in writing. Any Licensor approval shall not constitute an assumption by Licensor of any responsibility for the accuracy or sufficiency of Licensee's Plans or the Work, or the compliance of Licensee's Plans or the Work with any Applicable Laws, Insurance Requirements, or any other standards or other requirements.

4.5.2 Documents Required for Work. If Licensor approves any Licensee's Plans, then before the commencement of the Work approved in Licensee's Plans or delivery of any materials onto the Premises or the Property for the Work, Licensee shall provide Licensor with certificates of insurance from Licensee or Licensee's contractors insuring Licensor, Manager, and such other persons or entities as Licensor designates as additional insureds, against all liabilities arising from, relating to or in connection with the Work in amounts required by this Agreement.

4.5.3 Performance of Work. Licensee shall ensure that all Work shall be performed in a good, workmanlike manner and only new, high-grade materials shall be used in the Work. All work to be performed by or on behalf of Licensee at the Property (including the installation, operation, maintenance, repair, restoration, modification or removal of any Equipment) shall be performed by Licensee or a qualified and licensed contractor, employee, agent or other person engaged by Licensee, provided that Licensee shall be responsible for all acts and omissions of any such contractor, employee, agent or other person or entity that performs any work for Licensee. Licensee shall ensure that all Work shall comply with all Applicable Laws. All Work performed shall be subject to Licensor's scheduling requirements. At Licensor's request, Licensee shall provide full and final waivers of lien and receipted bills covering all labor and materials used in the Work.

4.5.4 Responsibility of Licensee. Licensee shall be solely responsible and liable for all personal injury or damage to property arising from or in connection with the installation, operation, maintenance, repair, restoration, replacement, alteration, modification, improvement or removal of any Equipment, or any activities conducted by or on behalf of Licensee on the Premises or the Property, whether arising from the acts or omissions of Licensee or any of its contractors, employees, agents or other persons performing work for Licensee at the Premises or the Property or otherwise.

4.6 Electricity. If Licensee uses any electrical distribution system(s) at the Property at any time (with Licensor's prior written consent), Licensee shall pay a commercially reasonable charge as determined by Licensor. Licensor shall not be liable in any way to Licensee for any loss, failure or defect in the supply or character of any electrical energy furnished to Licensee. Licensee's use of electrical energy shall, at no point, exceed the capacity of the electrical conductors and equipment in or otherwise serving the Premises.

4.7 Removal of Equipment. Upon the date of expiration or termination of this Agreement, Licensee shall remove all Equipment from the Premises and discontinue all of its operations on the Premises and repair all damages resulting from such removal and restore all affected portions of the Premises and any other affected area of the Property to their original condition, except for reasonable wear and tear. If Licensee fails to remove any Equipment or other property from the Premises within 30 days after the expiration or termination of this Agreement, such Equipment and other property shall be deemed abandoned and become the property of Licensor. If Licensor thereafter removes any Equipment or other property of Licensee from the Premises, Licensee shall reimburse to Licensor within 10 days of demand all costs and expenses incurred by Licensor for such removal and any associated repairs and restoration to the Property. This Section 4.7 shall survive the expiration or termination of this Agreement.

4.8 Work by Licensor. Licensor may perform any maintenance, repair, alteration, modification or improvement work on any portion of the Property even if such work affects the Premises, and Licensor shall have the right to require Licensee to relocate the Equipment to another location on the Property on a temporary basis to the extent Licensor deems necessary or advisable to perform such work. Licensee shall not be entitled to any abatement, credit, deduction or other compensation for any such temporary relocation.

5. Services. Licensor shall have no obligation to provide electricity or any other utilities or services to the Premises for Licensee. Any electricity required by Licensee shall be provided by an electric utility company serving the area in which the Property is located. Licensee shall obtain Licensor's written approval for the installation of any cables, wires, conduits or other fixtures or equipment for such electricity service pursuant to the procedures for Licensor's review and approval of Licensee's Plans in accordance with Section 4.5. If Licensor so requests, Licensee shall install at its expense a remote-read submeter to measure Licensee's consumption. Licensee's use of electricity shall never exceed the capacity of the electrical distribution equipment for the Property.

6. Compliance

6.1 Applicable Laws. Licensee, at its cost and expense, shall ensure that the installation, operation, maintenance, repair, restoration, replacement, modification or removal of the Equipment shall, at all times, comply with all applicable laws and other legal requirements ("Applicable Laws").

6.2 Insurance Requirements. Licensee acknowledges that the insurer of the Property or the Premises may impose requirements or restrictions with respect to any signage or Equipment on the Premises (the “Insurance Requirements”). Accordingly, notwithstanding anything to the contrary in this Agreement, Licensee’s use of the Premises shall be subject, at all times, to any Insurance Requirements, and Licensee, at its cost and expense, shall perform all work required to comply with the Insurance Requirements.

6.3 Property Rules. Licensor acknowledges and agrees that Licensor may adopt from time to time such standards, policies and rules regarding the use of any part of the Property (the “Property Rules”) that Licensor deems necessary or appropriate for the safety, security and welfare of the Property and its occupants, guests and customers. Licensee, at its cost and expense, shall comply, at all times, with all Property Rules.

7. Condition of the Premises

7.1 “As Is”. Licensee acknowledges and agrees that (a) Licensee is licensing the Premises in “as is” condition, and (b) neither Licensor nor any person or entity acting for or on behalf of Licensor has made any representation, warranty, guaranty or promise, written or verbal, express or implied, regarding the Premises or the Property, including (1) the condition or nature of the Premises or the Property, and (2) the suitability of the Premises for Licensee’s intended use, , and (c) Licensor is not required to perform any work on the Premises or any part of the Property for Licensee, including any maintenance, repair, alteration, improvement or cleaning of the Premises or the Property.

7.2 Environmental Matters. Licensee shall not bring to, transport across or dispose of, any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls, petroleum or other fuels (including crude oil or any extraction or derivative), underground storage tank system or the derivatives thereof (collectively, “Environmental Materials”) on the Property, without Licensor’s prior written approval, except Licensee may keep batteries on the Property in a location designated in writing by Licensor. Licensee shall comply with all Applicable Laws regarding the use, storage and removal of any Environmental Materials by Licensee on the Property.

8. Manager and Administrator

8.1 Delegation to Manager and Administrator. Licensee acknowledges that Licensor may, from time to time, delegate to a third party the performance of Licensor’s obligations and/or the exercise and enforcement of Licensor’s rights under this Agreement. As of the Effective Date, Licensor has delegated the performance of Licensor’s obligations, and the exercise and enforcement of Licensor’s rights under this Agreement, to Manager. Accordingly, Licensee hereby acknowledges and agrees that Manager shall perform all of Licensor’s obligations under this Agreement for and on behalf of Licensor, and may exercise and enforce all rights of Licensor under this Agreement for and on behalf of Licensor, including representing Licensor in all communications regarding this Agreement, collecting the Licensee Fees and other amounts payable by Licensee, and establishing and enforcing standards and policies for the use and occupancy of the Premises.

9. Transfers

9.1 Transfers by Licensee. Licensee shall not sell, assign, delegate or otherwise transfer, in whole or in part, this Agreement or any of Licensee’s rights, interests,

remedies, liabilities or obligations under this Agreement to any other person or entity without Licensor's prior written consent.

9.2 Transfers by Licensor. Licensor shall have the right to sell, assign or otherwise transfer, in whole or in part, this Agreement or any of Licensor's rights, interests, remedies, liabilities or obligations under this Agreement to any other person, or grant or permit any mortgage, lien or encumbrance on all or any part of the Premises or this Agreement, or any rights or interests under this Agreement.

10. Indemnification. Licensee, at its cost and expense, shall defend Licensor and its affiliates, and their respective trustees, beneficiaries, shareholders, members, partners, managers, directors, officers, employees and agents, and the successors, assigns and heirs of each of the foregoing (the "Licensor Parties") from and against all demands, claims, law suits and other legal proceedings made against any Licensor Parties, and Licensee shall indemnify and hold harmless all of the Licensor Parties from and against all liabilities, damages, losses, costs and expenses, including without limitation, reasonable attorney's fees, incurred by any of the Licensor Parties, arising from, relating to or in connection with (i) the use or occupancy of the Premises or any other portion of the Property by Licensee or its affiliates, contractors, employees, agents, or other person or entity acting for or on behalf of Licensee that results in any injury or death (or claim of injury or death) to any person or damage to any property (unless directly caused by Licensor's gross negligence or willful misconduct); (ii) any action or omission by Licensee or any contractor, employee, agent or other person or entity acting for or on behalf of Licensee; or (iii) any failure by Licensee to perform or comply with any provision in this Agreement.

11. Insurance

11.1 Insurance Policy. Licensee, at Licensee's cost and expense, shall obtain and maintain throughout the Term, such insurance as Licensor requests from time to time, which shall include as of the Effective Date:

- (i) commercial general liability insurance for a combined single limit for bodily injury and property damage with a limit of not less than \$3,000,000 per person, \$3,000,000 per occurrence and \$2,000,000 for property damage insuring against all liability arising out of such party's use, occupancy or maintenance of the Premises and appurtenant areas.

All policies of insurance required under this Section 11.1 shall cover Licensee as the primary insured, and Licensor, Manager, Administrator, and any ground lessor, lender and franchisor, if any, as named or additional insureds. All insurance described in this Section 11.1 may be obtained by Licensee by endorsement or equivalent means under its blanket insurance policies, provided that such blanket policies are satisfactory to and approved by Licensor in its reasonable determination.

At Licensor's request, Licensee shall provide to Licensor policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least 30 days prior written notice to Licensor and Licensee (unless such cancellation is due to nonpayment of premium, and in that case only 10 days prior written notice shall be sufficient).

11.2 Licensee's Contractors. Any contractor or other person that performs any work at the Premises for or on behalf of Licensee shall obtain and maintain insurance and comply with the provisions of this Section 11 while such work is in progress.

11.3 Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, to the extent permitted under Applicable Laws, Licensee releases all parties insured under such policies (whether or not due to the negligence or other acts or omissions of the persons or entities released) to the extent any liability, damage, loss, cost or expense is paid to the releasing party by an insurer under any insurance policy. Licensee shall obtain a waiver of subrogation endorsement to such insurance policy to affect the provisions of this Section 11.3.

12. Default and Termination

12.1 Event of Default. Each of the following shall be a breach of this Agreement and an "Event of Default" by Licensee:

(i) Licensee fails to pay any amount due under this Agreement by the date such payment is due.

(ii) Licensee fails to perform any obligation in this Agreement, and either (A) Licensee fails to cure such default within 30 days after notice to Licensee, or (B) if such default cannot be cured within 30 days for reasons beyond the control of Licensee, Licensee (1) fails to commence cure of such default within 30 days after notice to Licensee, (2) fails to diligently pursue completion of such cure after commencing cure, or (3) fails to complete such cure within 90 days after notice to Licensee;

12.2 Remedies. Upon an Event of Default by Licensee, Licenser may, in addition to its other remedies available at law or in equity, (i) prohibit Licensee from accessing the Premises or the Property, (ii) perform any work or take other actions required to be performed by Licensee, including making any necessary maintenance or repair of any Equipment or the Premises, or removing any Equipment, in which case Licensee shall reimburse Licenser for all amounts expended by Licenser in performing such work or taking such actions within five days upon demand by Licenser, and/or (iii) terminate this Agreement.

13. Damage and Destruction. If all or any part of the Property is damaged or destroyed by fire or other casualty, and Licenser, in its sole discretion, elects not to repair, restore or rebuild the Property, then Licenser may terminate this Agreement by providing written notice of termination to Licensee. If the Premises is rendered unusable for transmission or reception purposes as a result of any such damage or destruction, Licensee shall not be required to pay the License Fees from the date of such damage or destruction until the date on which the Premises has been repaired, restored or rebuilt to the point where the Premises again can be used for transmission and reception purposes.

14. Title to the Property

14.1 Subordination. This Agreement shall not create any estate or interest in real property. If, notwithstanding the foregoing, any court of competent jurisdiction determines that this Agreement is deemed to create any estate or interest in real property, this Agreement shall be subject and subordinate to all ground leases, building leases, mortgages, deeds of trust and other title matters and security interests in the Property (including the Premises). Upon request by Licenser or its lender or ground lessor, Licensee shall promptly execute and deliver a document in form reasonably requested by Licenser or its lender to evidence such subordination.

14.2 No Recordation. Licensee shall not record this Agreement or any notice of this Agreement against the Property. Any recordation or attempted recordation of this Agreement

or notice of this Agreement by Licensee shall constitute an Event of Default by Licensee, and in addition to any other remedies of Licensor, Licensee hereby grants to Licensor a power of attorney (which is coupled with an interest and irrevocable) to execute and record on behalf of Licensee a notice removing this Agreement or notice of this Agreement from all public records.

14.3 Liens. Licensee shall not permit any mechanic's liens or other liens or encumbrances resulting from or in connection with any work performed, materials provided, or obligations incurred by or on behalf of Licensee (including any unpaid taxes which are the responsibility of Licensee) to be placed upon any Equipment, the Premises or the Property, or upon other property of Licensor. If any such lien or encumbrance is placed on any Equipment, the Premises or the Property or any other property of Licensor, Licensee shall, at its cost and expense, cause the same to be discharged and removed of record or bonded within 10 days after Licensee obtains actual knowledge of such lien or encumbrance.

15. Estoppel Certificate. Within 10 days after written request by Licensor, or any existing or prospective purchaser, lender or ground lessor of Licensor, (the "Requesting Party"), Licensee shall sign and deliver to the Requesting Party an estoppel certificate stating that (1) this Agreement is in full force and effect and has not been amended (or if this Agreement has been amended, specifying the amendments), (2) to the knowledge of Licensee, Licensor is not in default under this Agreement (or if Licensor is in breach or default, specifying each such breach or default), and (3), and such other matters as the Requesting Party may reasonably request.

16. Limitation on Liability

16.1 Liability Limited to Property. No person or entity other than Licensor itself shall be liable to Licensee or any of its affiliates, or any of their respective trustees, beneficiaries, shareholders, members, partners, managers, directors, officers, employees and agents, or any successors, assigns and heirs of any of the foregoing (the "Licensee Parties") under any term or provision in this Agreement, or for any demand, claim, law suit or other legal proceeding, or any liability, damage, loss, cost or expense, incurred by any arising from, relating to or in connection with this Agreement, including the use or condition of the Premises or the Property, Licensee's operations at the Premises, and Licensee's only recourse against Licensor shall be against Licensor's interest in the Property.

16.2 No Liability for Third Parties. Licensor shall not be liable to Licensee or any other Licensee Parties for any injury to persons, damage to property, or other liability, damage, loss, cost or expense, caused by or resulting from any (1) tenant, licensee, invitee or other person in, upon or about the Property, or (2) any work performed at the Property by any third-party contractor or other person, other than Licensor or any of its affiliates.

16.3 Limitation of Damages. Neither Licensor nor any other Licensor Parties shall be liable for any consequential, incidental, special or punitive damages for any claim against Licensor or any other Licensor Parties arising from, relating to or in connection with Licensee's use of the Premises or this Agreement.

17. Representations and Warranties. The persons signing this Agreement on behalf of Licensor and Licensee, respectively, each represent and warrant that they are authorized to sign this Agreement on behalf of Licensor and Licensee, respectively, and have the authority to legally bind Licensor and Licensee to this Agreement

18. Miscellaneous

18.1 Headings. The headings in this Agreement are for convenience and reference only and shall not affect the interpretation of any term or provision of this Agreement.

18.2 Words and Phrases. In this Agreement, unless otherwise expressly stated: (i) all words shall be deemed to include any number or gender as the context or meaning requires; (ii) the words “include”, “includes”, “including”, “exclude”, “excludes”, “excluding” and “such as” are to be construed as if they are immediately followed by the words “but not limited to”; (iii) the word “may” shall be construed as meaning “shall have the right but not the obligation to”; and (iv) a period of days shall be counted by excluding the first day and including the last day unless the last day falls on a weekend or legal holiday (as observed in the jurisdiction in which the Property is located or, in the case of Notices, the location of recipient), in which case the last day shall be the next business day.

18.3 Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision shall be ineffective only to the extent of such invalidity, prohibition or unenforceability, without affecting the remainder of such term or provision or the other terms or provisions of this Agreement, and the Parties shall negotiate in good faith in order to agree to a term or provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

18.4 Entire Agreement. The preamble and recitals in this Agreement (including the Term Sheet), and all exhibits and schedules attached to this Agreement, are incorporated in, and constitute an integral part of, this Agreement. This Agreement (including the Term Sheet) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings (whether written or verbal) between the Parties.

18.5 Remedies. Except as otherwise expressly stated in this Agreement, the rights and remedies provided in this Agreement are cumulative and do not exclude any other rights or remedies under this Agreement or Applicable Laws.

18.6 Survival. The expiration or termination of this Agreement shall not affect any rights or obligations of a Party that expressly or by their nature survive such expiration or termination.

18.7 Amendments. Any amendment, modification or other change to this Agreement must be in writing signed by both Parties.

18.8 Waivers. No failure or delay by a Party to insist upon the strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy in this Agreement, shall be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. Any waiver or release of any term, provision, option, right or remedy by a Party must be in writing signed by such Party.

18.9 Consents and Approvals. Except as otherwise provided in this Agreement, if the consent or approval of Licensor is required under this Agreement, such consent or approval shall not be effective unless in writing and signed by Licensor expressly granting such consent or approval. Unless expressly stated in a consent or approval, such consent or approval shall only be for the specific matter or instance in question and shall not be deemed to apply to any other matter or instance, whether similar or not.

18.10 Notices. All notices, consents, approvals, demands and objections given under this Agreement (a “Notice”) shall be in writing and delivered by (i) personal delivery, (ii) overnight FedEx, UPS or other similar courier service, or (iii) United States Postal Service as Express Mail or certified mail, postage prepaid, return receipt requested, addressed to the recipient Party at the addresses specified in the Term Sheet, or at such other address as such Party may designate by providing Notice in accordance with this Section 19.10. Such Notices shall be deemed to have been received on (i) delivery to the recipient Party’s address, provided delivery is before 5:00 p.m. (local time for the recipient Party) on a business day, otherwise on the following business day, or (ii) the attempted delivery if the recipient Party refuses delivery, or is no longer at such address and failed to provide Notice of its current address to the sending Party in accordance with this Section 19.10. For the avoidance of doubt, email correspondence shall not constitute a Notice under this Agreement.

18.11 Applicable Law. This Agreement shall be governed by the laws of the jurisdiction in which the Property is located, without regard to any conflict of law principles.

18.12 Arbitration. Any dispute arising out of or in connection with this Agreement, including any issue regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association (“AAA”), which Rules are deemed to be incorporated by reference into this Section 19.12. The arbitration shall be conducted by three arbitrators appointed pursuant to the Rules. The place of arbitration shall be New York, New York. Each Party and the arbitrators shall keep the arbitration proceedings and arbitration awards strictly confidential. Notwithstanding anything to the contrary in this Section 19.12, the Parties shall have the right to commence litigation or other legal proceedings with respect to any claims relating to (a) the enforcement of this Section 19.12, or (b) any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct which might cause irreparable harm to a Party or any of their affiliates.

18.13 Further Assurances. The Parties shall take all actions, and sign and deliver all documents, as required to enable the Parties to perform their respective obligations under this Agreement, and to give effect to the transactions contemplated by this Agreement.

18.14 Successors and Assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees.

18.15 Third-Party Beneficiaries. No person or entity (other than the Parties) shall be a beneficiary of any rights or obligations under this Agreement, except for any person or entity entitled to indemnification under the express terms of this Agreement.

18.16 Not an Offer. The submission of this Agreement, unsigned, by one party to the other shall not constitute an offer. This Agreement shall not be binding in any way on either Licensor or Licensee until fully executed and delivered by both Licensor and Licensee.

18.17 Execution. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures transmitted by electronic transmission (e.g., PDF) shall be binding as if they were original hard copy signatures.

[END OF TEXT – CONTINUED ON NEXT PAGE]

The Parties have signed this Agreement as of the Effective Date.

LICENSOR:

Tucson Seaside LLC,
a Delaware limited liability company

DocuSigned by:
Craig Mason
By: _____
Name: Craig Mason
Title: President
Date: 4/5/2022 | 3:54 PM PDT

LICENSEE:

County of Monterey,
Department of Information Technology

By: _____
Name: Eric A. Chatham
Title: Chief Information Officer
Date: _____

County of Monterey,
County Counsel

DocuSigned by:
Katherine A. Hansen
By: _____
Name: Katherine A. Hansen
Title: Deputy County Counsel
Date: 4/6/2022 | 9:22 AM PDT

County of Monterey,
Auditor-Controller

DocuSigned by:
Burcu Mousa
By: _____
Name: _____
Title: 4/8/2022 | 4:03 PM PDT
Date: _____

EXHIBIT A

THE PREMISES

EMBASSY SUITES
MONTEREY COUNTY ANALOG OVERLAY RADIO NETWORK
 LOCATION:
 1441 Canyon Del Rey Blvd, Seaside CA. 93955
 APN: ???-??-??-??-??
 SITE ID: SEA01441CAN000

VICINITY MAP

RACK 1 ELEVATION

ANTENNA INSTALLATION

INFORMATION TECHNOLOGY COMMUNICATIONS ENGINEERING
 1530 MOFFET STREET
 SALINAS, CA 93905
 P. (831) 756-6443 F. (831) 756-6210

DRWG FILE: SEA01441CAN000.dwg
 DRAWN BY: D. TOMARIN
 CHECKED BY: RADIO GROUP
 TYPE: SITE PLAN
 SCALE: 1" = 20'-0"

REV	DATE	DESCRIPTION
0.1		INITIAL RELEASE

PROJECT TITLE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 RADIO SITE
 EMBASSY SUITES

PROJECT SITE
 COUNTY OF MONTEREY
 DEPARTMENT OF INFORMATION TECHNOLOGY
 1530 MOFFET STREET
 SALINAS, CA. 93905

SHEET TITLE
 RADIO SITE
 EMBASSY SUITES

SHEET NUMBER
1 OF 1

Make	Model	Antenna Type	Band	Supported System
Exalt	EX-5i-16	5.8GHZ Panel Antenna	5.8G Hz	CMD35A Link to Seaside Water Tanks
Motorola	m1225	Single Bay Folded Dipole	VHF	Master RX for CMD35A

Antenna Type	Supported System	Structure	Elevation
5.8GHZ Panel Antenna	CMD35A Link to Seaside Water Tanks	Rooftop Non Penetrating Tripod	5'
Single Bay Folded DiPole	Master Rx CMD35A	Rooftop Non Penetrating Tripod	3'

Rack 1
Exalt EX-5i-16 Microwave Radio 5.8GHz
Atran TSU600 Channel Bank To SSWT
Willmore 1675 DC-To-DC Converter 12VDC
Power Supply Tripp-Lite
Midian Electronics Tone Panel Motorola M1225 CMD35A Rx: 154.430 MHz PL 110.9
Samlex DC Power Supply 12VDC
Battery Bank QTY: (1) 12VDC

EXHIBIT B

ANTENNA SITE PROPERTY RULES

1. Licensee shall not obstruct any doorways, vestibules, halls, stairways and other areas in and around the Property, or use any such areas for any other purpose other than entrance to and exit from the Premises.
2. Licensee shall not place any signs, advertisements, graphics or notices anywhere in or around the Property.
3. Licensee shall use the freight elevator to move any and not any passenger elevators. Licensee shall use the freight elevator only at such times as designated by Licensor. Licensor may determine the method and routing of any Equipment so as to ensure the safety of guests, customers and other persons at the Property, and any potential damage to the Property. Licensee shall provide Licensor advance notice of at least 48 hours before moving any Equipment.
4. Licensor may prescribe the maximum weight in any area and the manner in which any Equipment is installed.
5. Licensee shall not keep doors to any equipment room propped open.
6. Licensee shall not loan any key, key cards, access codes or other means of access to any person other than Licensee's contractors, agents or representatives. Licensee's loss of the card or keys issued to Licensee will result in a charge for replacement.
7. Licensee shall not tamper with or attempt to adjust any temperature control thermostats or other HVAC controls at the Property.
8. Licensee shall comply at all times with all directions from Licensor regarding the security of the Premises and Property.
9. Licensee shall schedule all routine service between the hours of 8 AM to 5 PM on weekdays.

[END OF TEXT]