

TOWER LICENSE AGREEMENT

This Tower License Agreement (“**Agreement**”) is made and entered into as of this 1st day of January 2021, by and between Estrella Media, Inc. (“**Licensor**”) and Port of Los Angeles (“**Licensee**”).

AGREEMENT:

In consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

“**Approved Site**” means the location(s) chosen by Licensee and specifically approved by Licensor for installation of Licensee’s Site Equipment on the Tower and in the Building. Initially, the Approved Site(s) shall be as set forth in Exhibit A.

“**Building**” means any equipment building underneath or adjacent to the Tower intended for the installation of communications equipment.

“**Property**” means the land upon which the Tower and the Building are situated.

“**Site Equipment**” means any communications equipment, including base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith proposed by Licensee and approved by Licensor for installation, operation and maintenance on the Approved Site, which site equipment as of the date hereof is more fully described on Exhibit A.

“**Tower**” means that certain 403’ communications antenna tower owned by Licensor and associated structural hardware thereon, located on property leased by Licensor from the Long Beach Water Department at the specific location of N.L. 33-51-29 W.L. 118-13-24 and further described as being located at Dominguez Hills, California.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning therein given.

2. **USE OF TOWER.**

(a) **Nonexclusive Use.** Subject to and upon the terms, provisions and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations of Licensee, Licensee shall have the nonexclusive right to use, at Licensee’s sole expense and risk, the Approved Site for the installation, operation and maintenance of Licensee’s Site Equipment, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

(b) **Limitations on Use.** Licensee’s right to use the Tower is limited to only allowing Licensee to install, maintain and operate on the Approved Site in the location or locations described in Exhibit A, radio communications equipment that Licensee owns for purposes of the following

uses and/or operations (subject to and upon the condition that, in each instance, Licensee shall hold a Federal Communications Commission (“FCC”) license for the particular use and/or operation and shall fully comply with all FCC rules and regulations governing such uses and/or operations):

(i) communication services used in the operation of Licensee’s internal business activities, (ii) common carriage, (iii) communications services for others where Licensee holds an FCC license as the system operator, or (iv) transceivers for use by others where others hold an FCC license for the operation of said transceivers.

(c) Access. Licensee acknowledges that the Tower is located on land leased to Licensor under the Master Lease (defined in Paragraph 27). Access to the Tower shall at all times be in accordance with the terms of the Master Lease, which requires: (i) that access to the Tower shall be provided from the adjoining service road, and (ii) if any additional access is required through adjoining property, notice must be given to the lessor under the Master Lease setting forth the need for such access, the types and numbers of vehicles or equipment crossing adjoining property, the length of time such access is required and any other relevant information requested by the lessor.

(d) Relocation. Licensor may, from time to time, in its sole discretion, require Licensee to relocate all or a portion of its Site Equipment to a different area of the Approved Site or to a different structure within a 5-mile radius of the Tower referenced herein, and Licensee agrees (promptly following receipt of notification from Licensor of its election to require such relocation) to relocate said Site Equipment to such different area at its expense; provided that said relocation does not detrimentally and materially change the operation of the Site Equipment and provided further that Licensee is able to obtain the necessary permits and approvals for the intended operation of the Site Equipment from the new location proposed. Licensee shall be solely responsible for obtaining any necessary consents or licenses necessary for the relocation of the Site Equipment. If the requested relocation will detrimentally and materially affect Licensee’s ability to operate the Site Equipment in the intended manner and no mutually acceptable location for the Site Equipment can be found, Licensee may, as its sole remedy, elect to terminate this Agreement within thirty (30) days of receiving Licensor’s written request to relocate the Site Equipment. Without limiting the generality of the foregoing, Licensee may initially be required to install its equipment in a temporary Building and agrees to relocate its equipment to the permanent Building upon its completion.

3. TERM. The term (“Term”) of this Agreement shall commence on January 1, 2021 (“Commencement Date”) and shall continue until December 31, 2025. Upon expiration of the Term, this Agreement shall terminate and be null and void and of no further force or effect except for those provisions hereof which are to survive a termination as set forth herein.

4. PAYMENTS.

(a) Monthly Fee. Licensee shall pay to Licensor on the Commencement Date and monthly thereafter, the Monthly Fee set forth in Exhibit A (“Monthly Fee”) with respect to Licensee’s use hereunder of the Approved Site. All payments of the Monthly Fee shall be made without offset or counterclaim. If Licensee holds over after the expiration of the Term without Licensor’s written consent, Licensee shall pay Licensor one hundred fifty percent (150%) of the Monthly Fee in effect, divided by 30 days and multiplied by the number of days that Licensee holds over.

(b) Other. In addition to the Monthly Fee, Licensee shall pay Licensor if, and when due, any sales, use, real estate, personal property or other taxes or assessments that are assessed on, due in connection with, or by reason of any and all of the following: (i) this Agreement, (ii) Licensee's use of the Approved Site, and/or (iii) Licensee's ownership and/or use of the Site Equipment.

5. **TECHNICAL STANDARDS**. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Approved Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location, and physical installation ("**Technical Standards**"). The current Technical Standards are attached hereto as Exhibit B. If any new technical standards reasonably established by Licensor shall require that Licensee modify or revise the then existing installation, operation, or maintenance of its Site Equipment, Licensee shall make such modifications or revisions at Licensee's expense within fifteen (15) days thereafter.

6. **INTERFERENCE**. If, it is determined that any electrical, electromagnetic, radio frequency or other interference (collectively "**interference**") shall result from the operation of any of Licensee's Site Equipment, Licensee agrees that Licensor may, at Licensor's sole option, shut down Licensee's equipment upon four (4) hours prior verbal notice to Licensee; provided, however, if an emergency situation exists, which Licensor determines in its sole discretion to be attributed to Licensee's equipment, Licensor shall notify Licensee, who shall act immediately to remedy the emergency situation. Should Licensee fail to remedy any emergency situation immediately, Licensor may immediately act to shut down Licensee's equipment. However, if Licensee informs Licensor that the shutting down of Licensee's Site Equipment will place persons at risk of death or bodily harm at its facilities, Licensor shall not shut down Licensee's Site equipment, but shall delay such action until safe, provided that Licensee shall exercise commercially reasonable diligence to assist in remedying any interference or emergency situation. Licensee shall indemnify, defend and hold Licensor free and harmless from and against any and all expenses, costs, damages, losses, claims or other liabilities arising out of said shutdown. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within thirty (30) days, Licensor may, at its sole option, either terminate this Agreement forthwith, or may require that Licensee immediately remove from the Approved Site the specific item of Site Equipment causing such interference, in which latter case the Monthly Fee shall be reduced by the portion of the fee applicable to such equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. If, it is determined that any electrical, electromagnetic, radio frequency or other interference shall result from operation of Licensor's equipment or the equipment of other tenants, and such interference with Licensee's signals continues for a period of 30 days, Licensee may, as its sole remedy, terminate this contract on a date that is convenient to Licensee and that will allow sufficient time for the relocation of its license and equipment.

7. Intentionally omitted.

8. **BUILDING MAINTENANCE**. Licensor shall, at its expense, be responsible for the maintenance of the Building. Licensee shall be responsible, at Licensee's expense, for the maintenance of the air-conditioning for the Building and its tower-mounted equipment, including

brackets, cable ties, antennas, antenna cable and associated hardware, and shall make any necessary repairs as soon as reasonably possible and in any event within forty-eight (48) hours after receiving written notice from Licensor. If Licensor, in its sole judgment, deems any repairs to Licensee's equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs expediently, Licensor may effect the necessary repairs, and Licensee shall reimburse Licensor for all costs incurred within twenty (20) days of receipt of Licensor's invoice therefor. Only tower service firms specifically approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents (including tower service organizations) or invitees shall not ascend the Tower for any reason without prior written approval from Licensor, and then only upon providing a certificate of appropriate insurance policies (in form and with coverage amounts reasonably satisfactory to Licensor) naming Licensor as an additional insured.

9. ELECTRICAL FACILITIES. Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment and Licensee shall pay the cost of the utility service provided to Licensee's equipment. A separate meter has been installed for the area Licensee is renting, so Licensee will need to establish electrical service in its name with Southern California Edison and pay for the utility usage shown on the submeter. Notwithstanding the foregoing, if Licensee wishes to install its own electrical equipment or if Licensee's Site Equipment consumes more than 250 watts at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) the sums charged Licensee by the applicable utility for such service as reflected by such meter. Temporary interruption in the power provided to Licensee's facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If any of Licensee's Site Equipment fails because of a loss of electrical power provided by Licensor, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for any damages on account of any interruption in electrical service occasioned thereby or resulting therefrom. Licensor shall at all times be able to shut down the electrical service to the Approved Site and Licensee's Site Equipment in connection with any maintenance operation, installation or other required work conducted for the Tower or Building. Licensor agrees to make a reasonable effort to schedule any such shutdown outside of the normal business day. In connection therewith, Licensor agrees to give Licensee prior verbal notice of any shutdown by calling the "Emergency Operations Number" specified in Section 24 prior to taking the necessary action.

10. COMPLIANCE WITH LAWS. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation all broadcast, communications and telecommunications laws and statutes, as amended, and the rules, regulations and policies promulgated by the FCC thereunder, the Federal Aviation Administration, and any applicable building codes, zoning laws, fire regulations, building restrictions, health and environmental protection codes, laws governing hazardous materials and other state and local governmental ordinances, orders and regulations) and the rules and regulations applicable to the Tower or the Approved Site, as same may be promulgated by Licensor from time to time.

Licensee shall indemnify, defend and hold free and harmless Licensor from and against any and all claims, losses, damages, costs, attorneys' and consultants' fees and costs, expenses and liabilities arising out of or resulting from Licensee's breach of the terms and provisions of this Paragraph 10.

11. MAINTENANCE. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb Licensor's business or any other user or Licensor in its operation of the Approved Site, the Tower and/or the Building. Licensor shall have no obligation to license, maintain, operate, insure or safeguard the Site Equipment.

12. ASSIGNMENT, TRANSFER AND SUBLEASE. Licensee shall not assign or transfer this Agreement or any rights or interests hereunder to any person or entity without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole discretion. Licensor may assign this Agreement in the event of a sale of the Tower.

13. INSPECTION. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder that Licensee has failed to perform, for which work Licensee agrees to pay Licensor's invoice within twenty (20) days following submission of a statement therefor, and (d) assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations.

14. LICENSOR REVIEW OF PLANS AND APPROVAL OF CONTRACTORS.

(a) Plan Review. Prior to installing, supplementing or modifying any of its equipment in or on the Approved Site, Licensee shall submit detailed plans and specifications of the contemplated work for Licensor approval. Plans shall be submitted for approval within thirty (30) days following the Commencement Date. Licensor shall have a reasonable period of time to review and approve such plans, which must in all events be in compliance with the Technical Standards and other rules and regulations put in place from time to time with respect to the Tower. In no event will Licensor's approval of plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's. If the plans submitted by Licensee are not approved within sixty (60) days following the date of submission, either Licensee or Licensor may terminate this Agreement without penalty by delivering written notice to the other party.

(b) Contractor Review. Licensor shall have the right of prior approval of any contractors performing installation, modification, or maintenance work on behalf of Licensee on the Approved Site, which approval shall not be unreasonably withheld. If Licensee performs its own installation, modification, or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor approval of Licensee as contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior

to such contractor performing any work on behalf of Licensee on the Approved Site and Licensor shall notify Licensee within ten (10) business days thereafter as to whether Licensor has approved such contractor. Licensor may, at its option, retain a construction manager or supervision firm to oversee and approve the work of Licensee and its contractors with respect to the Tower and the cost of such supervision shall be paid by Licensee within twenty (20) days following submission of an invoice therefor. Any structural analysis of the Tower must be performed by Tower Consultants, Inc.

15. REMOVAL OF SITE EQUIPMENT AND TRANSMISSION LINES.

(a) Prior to Expiration or Termination. If Licensee is performing all of its obligations hereunder, Licensee may remove its Site Equipment prior to the expiration or termination of this Agreement provided Licensee (concurrently with such removal) repairs any damage to the Approved Site caused thereby and provided further that Licensee shall remain obligated to perform the monetary obligations of Licensee hereunder throughout the Term hereof.

(b) Abandonment of Equipment. If Licensee does not remove its Site Equipment on or prior to the expiration or termination of this Agreement, Licensee's Site Equipment shall be deemed abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment (in an operative condition only) on the Approved Site after the termination of this Agreement, Licensee shall pay Licensor without demand the monthly holdover fee as described in Paragraph 4(a), subject to any separate written agreement to the contrary that may be entered into by Licensor and Licensee.

(c) Abandonment of Transmission Lines. If Licensee elects to abandon any transmission line that is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines that are its property, and further agrees to assume the responsibility for any damage during the removal operation to transmission line(s) belonging to others. The terms of this Paragraph 15 shall survive the termination or expiration of this Agreement.

16. FIRE AND OTHER CASUALTY. In the event of a fire or other casualty in or about the Tower of which Licensee is aware, Licensee shall immediately give notice thereof to Licensor. If the Tower through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Tower unusable, the Monthly Fee provided for herein shall abate thereafter until the date the Approved Site is restored to operative condition. In the event of total or partial destruction of the Tower, Licensor may, at its option, terminate this Agreement by delivering written notice to Licensee confirming that Licensor does not intend to restore the Tower or the Approved Site. Nothing herein shall be construed to require Licensor to rebuild the Tower or the Approved Site.

17. CONDEMNATION AND LOSS OR DAMAGE. If all or any portion of the Tower shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Approved Site shall belong to and be paid solely to Licensor.

18. DAMAGES FROM CERTAIN CAUSES. Neither Licensor, nor any of its agents, employees or shareholders shall, be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, earthquake, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience that may arise through maintenance, repair or alteration of any part of the Tower, or failure to make any such repairs. This Paragraph 18 shall survive the expiration or termination of this Agreement.

19. INSURANCE.

(a) Licensee shall, at its expense, maintain a policy or policies of (i) commercial general liability and property insurance covering all of Licensee's operations, activities on the Property and the Site Equipment, including but not limited to the operation of outside contractors, with limits of not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate; and (ii) Commercial Automobile Insurance covering the operation of vehicles and equipment, with limitations of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. All premiums shall be fully paid in advance and all policies shall be issued by and binding upon an insurance company qualified to do business in California and acceptable to Licensor. Licensee shall further cause any outside contractors providing services to the Tower or the Site Equipment to procure Workers' Compensation Insurance complying with the limits mandated by law.

(b) Licensee agrees that (1) Licensee's liability policies shall name Licensor as an additional insured, (2) each such policy shall contain a provision that it may not be cancelled without fifteen (15) days prior written notice to Licensor, (3) each such policy shall be primary of and without recourse to any policy carried by Licensor, and (4) Licensee shall furnish Licensor a Certificate of Insurance of each such policy prior to the Commencement Date and on each succeeding anniversary thereof. If Licensee fails to obtain and maintain such insurance policies, after giving Licensee 30 days' written notice, Licensor may obtain such insurance coverage and Licensee shall reimburse Licensor for the reasonable cost thereof plus an amount equal to ten percent (10%) of the cost thereof as an administrative charge.

20. HOLD HARMLESS; LIEN FREE.

(a) Licensee shall indemnify, defend, and hold free and harmless the Property and Licensor from and against any and all claims, losses, damages, costs, attorneys' and consultants' fees and costs, expenses and liabilities arising out of, involving, or dealing with the occupancy of the Approved Site by Licensee or Licensee's acts upon or about the Property, the conduct of Licensee's business, any act, omission or neglect of Licensee, its agents, contractors, employees, or invitees, and out of any default or breach by Licensee in the performance in a timely manner of any obligation on Licensee's part to be performed under this Agreement. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Licensor) litigated or reduced to judgment. In case any action or proceeding is brought against Licensor by reason of any of the foregoing matters or by reason of any other indemnities contained herein, Licensee upon notice from Licensor shall defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor, and Licensor shall reasonably cooperate with Licensee in such defense.

(b) Licensee shall keep the Property free from any encumbrances, including, without limitation, mechanic's liens arising out of any work performed for, materials furnished to, or obligations incurred by Licensee.

The terms of this Paragraph 20 shall survive the expiration or earlier termination of this Agreement.

21. NON-LIABILITY OF LICENSOR; TRANSFER OF LICENSOR'S INTEREST.

(a) In the event of any transfer or transfers of Licensor's interest in the Tower and the Building, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Licensor accruing from and after the date of such transfer.

(b) Licensor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Licensee, Licensee's employees, contractors, invitees, customers, or any other person in or about the Property or the Approved Site, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Tower or upon other portions of the Property, or from other sources or places. Licensor shall not be liable for any damages arising from any act or neglect of any other licensee of Licensor. Notwithstanding Licensor's negligence or breach of this Agreement, Licensor shall under no circumstances be liable for injury to Licensee's business or from any loss of income or profit therefrom. Notwithstanding anything to the contrary contained in this Agreement, Licensee agrees and understands that Licensee shall look solely to the leasehold estate of Licensor in the Tower and the Building for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Licensor in the performance of its obligations under this Agreement, it being the intention of Licensee and Licensor that no other assets of Licensor shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Licensee in the event of such default or breach. The terms of this Paragraph 21 shall survive the expiration or earlier termination of this Agreement.

22. EVENT OF DEFAULT. The occurrence of any of the following events shall constitute a default on the part of Licensee hereunder ("**Event of Default**"):

(a) Failure to pay any fees, expenses or charges payable by Licensee hereunder when due, if the failure continues for three (3) days after the due date thereof.

(b) Abandonment and vacation of the Approved Site and/or Site Equipment.

(c) Failure to promptly and fully perform any other provision of this Agreement if such failure continues ten (10) days after written notice has been given to Licensee. If the default cannot reasonably be cured within ten (10) days through the exercise of commercially reasonable efforts, Licensor may, in its sole discretion, grant an additional ten (10) days (it being acknowledged that emergency situations may be handled as referenced in this Agreement).

(d) If Licensee shall be adjudicated bankrupt.

(e) If Licensee shall file a petition in bankruptcy under any section or provision of the bankruptcy law.

(f) If any involuntary petition in bankruptcy shall be filed against Licensee, and the same shall not be withdrawn or dismissed within thirty (30) days from the filing thereof.

(g) If a receiver or trustee shall be appointed for all or a portion of Licensee's property or business and the order appointing such receiver or trustee shall remain in force for thirty (30) days after the entry of such order.

(h) If, whether voluntarily or involuntarily, Licensee shall take advantage of any debtor relief proceedings under any present or future law, whereby the rent or other amounts payable under this Agreement or part thereof is, or is proposed to be, reduced or payment thereof deferred.

(i) If Licensee shall make an assignment for benefit of creditors.

(j) If Licensee's effects shall be levied upon or attached under process against Licensee, and such levy or attachment not be satisfied or dissolved within thirty (30) days after such levy or attachment.

(k) If Licensee makes or attempts to make any Assignment in violation of Paragraph 12.

(l) If Licensee's operations become competitive to Licensor's (or any of Licensor's Affiliates') general business operations (as determined by Licensor and/or such Affiliate in its sole discretion); or

(m) If the Licensee is sold or otherwise transferred to a person or entity whose operations, whether alone or through its Affiliates, are competitive to Licensor's (or any of Licensor's Affiliates') general business operations (as determined by Licensor and/or such Affiliate in its sole discretion).

23. LICENSOR RIGHTS AND REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, Licensor shall have the remedies in this Paragraph 23. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:

(a) Licensor can continue this Agreement in full force and effect, and the Agreement will continue in effect as long as Licensor does not terminate this Agreement and Licensor shall have the right to continue to collect all monies due hereunder as and when due.

(b) Licensor can terminate this Agreement at any time. No act by Licensor other than giving written notice to Licensee shall terminate this Agreement. Acts of maintenance, the appointment of a receiver on Licensor's initiative to protect Licensor's interest under this Agreement or the like shall not constitute a termination of this Agreement. On termination, Licensor has the right to recover from Licensee:

(i) The worth, at the time of the award, of all unpaid monies that have been earned at the time of termination of this Agreement;

(ii) The worth, at the time of the award, of the amount by which the unpaid monies due hereunder that would have been earned after the date of the termination of this Agreement until the time of award exceeds the amount of the loss of monies due hereunder that Licensee proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid monies due hereunder for the balance of the term after the time of award exceeds the amount of the loss of rent that Licensee proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Licensor for all detriment proximately caused by Licensee's default.

"The worth, at the time of the award," as used in this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

Licensor, at any time after Licensee is in default hereunder, may cure the default at Licensee's cost. If Licensor at any time, by reason of Licensee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Licensor shall be due immediately from Licensee to Licensor upon demand, and shall bear interest at the maximum applicable legal rate of interest, from the date the sum is paid by Licensor until Licensor is reimbursed by Licensee. The sum, together with interest on it, shall be additional monies due hereunder.

All monies due hereunder (including the Monthly Fee) not paid within five (5) days of the date due shall bear a late charge of ten percent (10%). Licensee acknowledges that late payment by Licensee to Licensor of such monies will cause Licensor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Licensor by the terms of any mortgage, deed of trust, ground lease or other encumbrance or superior interest to which Licensor is subject. The parties agree that the late charge referenced above represents a fair and reasonable estimate of the costs that Licensor will incur by reason of late payment by Licensee. Acceptance by Licensor of such late charge alone shall in no way constitute a waiver of Licensee's default with respect to such overdue amount nor prevent Licensor from exercising any such right or remedy of Licensor resulting from such late payment. The terms of Paragraph 22 and this Paragraph 23 shall survive the expiration or earlier termination of this Agreement.

24. NOTICE. All notices that Licensor or Licensee may be required, or may desire, to serve on the other may be served by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying; (c) by mailing the same by certified or registered mail, postage prepaid, return receipt requested, to the address listed below for Licensor or Licensee, as the case may be; or (d) by nationally recognized overnight courier or

delivery service, to the address listed below for Licensor or Licensee as the case may be. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection (a), (b) or (d) hereof shall be deemed received upon the actual delivery thereof, and, if sent pursuant to subsection (c), shall be deemed received three (3) days following deposit in the mail. Refusal to accept delivery of any notice, request, or demand shall be deemed to be delivery thereof. In the event Licensor notifies Licensee of the name and address of Licensor's lender, Licensee shall cause a copy of all notices delivered to Licensor by Licensee to be concurrently therewith delivered to such lender.

To Licensor: Estrella Media, Inc.
1845 Empire Avenue
Burbank, California 91504
Attn: Arya Towfighi, SVP, General Counsel
atowfighi@estrellamedia.com

To Licensee: Port of Los Angeles
330 S. Centre Street
San Pedro, CA 90731
George Cummings, Director of Port Operations
gcummings@portla.org

EMERGENCY OPERATIONS NUMBER – IN EVENT OF EMERGENCY
SHUTDOWN OF TRANSMITTER: 310-732-3500

25. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. NON-WAIVER. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly agreed to otherwise in writing by Licensor.

27. SUBORDINATION. Licensee hereby acknowledges that this Agreement is subject and subordinate to any mortgage, trust deed, superior lease, or other encumbrance or superior interest presently encumbering the Property (including, without limitation, that certain lease between Licensor and the Long Beach Water Department (“**Master Lease**”)), and hereby waives any claims Licensee may have against Licensor under any implied covenant of quiet enjoyment pursuant to any action taken by the holder of any such encumbrance or superior interest. Licensee agrees that upon written request of Licensor, this Agreement shall be subject and subordinate to any mortgage, trust deed, superior lease, or other encumbrance or superior interest hereafter placed by Licensor or the fee owner or their respective successors in interest upon their

respective interests in said Property. Licensee agrees to execute and deliver, upon demand by Licensor within five (5) days of receipt of same, any and all instruments desired by Licensor subordinating in the manner requested by Licensor this Agreement to such mortgage, trust deed, superior lease, or other encumbrance or superior interest. Licensee agrees to comply, upon request, with all applicable rules and regulations set forth or referenced in the Master Lease.

Without limiting the foregoing, this Agreement is expressly subordinated to, and is subject to, all the terms and provisions of the Master Lease. In the event the Master Lease shall terminate for any reason, this Agreement shall automatically terminate and be null and void and of no further force or effect except for those provisions hereof that are to survive termination as set forth herein. In no event shall the lessor under the Master Lease, the Board of Water Commissioners of the City of Long Beach, the City of Long Beach, or their respective officials or employees, have any liability to Licensee, under this Agreement or otherwise. At present, the Master Lease is scheduled to expire on September 30, 2023 (subject to extension as Licensor may elect).

28. FORCE MAJEURE. Licensor shall not be liable for any failure to perform any of its obligations required under this Agreement when such failure is caused by accidents, strikes, lockouts, other labor troubles or other conditions beyond Licensor's reasonable control, and Licensee shall not be entitled to any damages nor shall any such failure relieve Licensee of the obligation to pay all monies due hereunder or reserved herein or constitute or be construed as a constructive or other eviction of Licensee.

29. MISCELLANEOUS.

(a) Licensee shall, within ten (10) days of written request therefor from Licensor, execute, acknowledge and deliver to Licensor a written statement: (a) confirming the terms of this Agreement; (b) stating that Licensor is not in default under this Agreement, or setting forth in reasonable detail any alleged default by Licensor under the terms hereof; (c) stating that no default exists under this Agreement, or setting forth in reasonable detail any alleged default; (d) confirming that there are no offsets or defenses against the enforcement of this Agreement, or setting forth in reasonable detail any offset or defense; and (e) confirming or stating such other matters as Licensor or any lender or purchaser may reasonably request ("**Estoppel Certificate**"). Any such Estoppel Certificate may be relied upon by Licensor or any lender, potential lender, purchaser or prospective purchaser, and Licensee shall be estopped from denying any of the terms, statements, or other data contained in such Estoppel Certificate. The failure by Licensee to deliver any requested Estoppel Certificate within ten (10) days after request therefor shall be deemed to constitute Licensee's certification that this Agreement is in full force and effect and has not been modified except as may be represented by Licensor, that no default exists under this Agreement, and that there are no offsets or defenses against the enforcement of this Agreement. If Licensee fails to deliver any such requested Estoppel Certificate within ten (10) days after request therefor, Licensee shall and does hereby irrevocably appoint Licensor as Licensee's attorney-in-fact to execute and deliver such Estoppel Certificate.

(b) The words "**Licensor**" and "**Licensee,**" as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Licensor or Licensee, the obligations hereunder imposed upon Licensor or Licensee shall be joint and several for all persons,

respectively, constituting the Licensor and Licensee. The marginal headings or titles to the articles of this Agreement shall have no effect upon the construction or interpretation of any part of this Agreement.

(c) Subject to the terms of Paragraph 12, this Agreement is intended to and does bind and inure to the benefit of the respective successors and assigns of the parties hereto.

(d) Time is of the essence of each provision of this Agreement.

(e) Exhibits A and B, attached hereto, are hereby incorporated herein by this reference.

(f) This Agreement constitutes the entire agreement between Licensor and Licensee relative to the subject matter hereof, and this Agreement and the exhibits and attachments hereto may be altered, amended or revoked only by an instrument in writing signed by both Licensor and Licensee. Licensor and Licensee agree hereby that all prior or contemporaneous oral agreements relative to the subject matter hereof are merged in and superseded by this Agreement.

(g) This Agreement shall be governed by and constructed in accordance with the laws of the State of California. Any provision herein not in compliance with said laws is to be interpreted in a manner that produces compliance. Conflicts between provisions of this lease and California law are to be decided by California law.

(h) Each of the parties signing below on behalf of Licensor and Licensee hereby represent and warrant that he or she is duly authorized to execute and deliver this Agreement on behalf of the Licensor or Licensee, as the case may be, and that this Agreement is binding upon the Licensor and Licensee in accordance with its terms.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the office of the Los Angeles County Recorder or elsewhere by either party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Licensors:

Licensee:

ESTRELLA MEDIA, INC.

PORT OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Jan 7 20 *21*
MICHAEL N. FEUER, City Attorney

By _____
Assistant City Attorney

FUNDS AVAILABLE
FY20/21
AGREEMENT BE/TWEEN
THE LOS ANGELES HARBOR DEPARTMENT AND
MOBILE RELAY ASSOCIATES


Account#	59190	W.O. #	000
Ctr/Div#	412	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2020/2021	\$23,100		
2021/2022	\$46,662		
2022/2023	\$47,595		
2023/2024	\$48,547		
2024/2025	\$24,514		
TOTAL	\$190,418		
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	 <small>Digitally signed by Melody Ugaldes Date: 2020.12.07 16:14:28 -08'00'</small>		
Verified Funds Available:	 <small>Digitally signed by Frank Liu Date: 2020.12.08 11:56:53 -08'00'</small>		
Date Approved:	12/8/20		

EXHIBIT A

EQUIPMENT TO BE INSTALLED ON TOWER

	QUANTITY	DESCRIPTION/ MODEL NUMBER	FREQUENCY /ERP	LOCATION
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				
j.				
k.				
l.				
m.				
n.				
o.				
p.				
q.				
r.				
s.				
t.				

INITIAL MONTHLY LICENSE FEE EFFECTIVE JANUARY 1, 2021: \$5,000, which initial Monthly Fee shall be subject to increase as set forth below.

Effective on each and every anniversary of the Agreement, including any renewal or extension of the Term hereof, the Monthly Fee shall increase by an amount equal to the greater of (i) three percent (3%) rounded to the nearest higher dollar, (ii) an amount equal to the increase in the CPI Index (all urban consumers, CPI-U.S. City Average, All Item, 1993-95=100), or equivalent, each as compared with the rate in effect at the end of the year immediately preceding.

EXHIBIT B

APPROVED SITE TECHNICAL STANDARDS

I. General.

All users shall furnish the following to Licensor prior to installation of all equipment:

- 1) Site application.
- 2) Copies of FCC licenses/construction permits.
- 3) Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in DB, along with power levels.
- 4) Copies of manufacturers' equipment specifications.

The following will not be permitted at the Approved Site without the written consent of Licensor, which consent shall not be unreasonably withheld.

- 1) Any equipment without FCC type acceptance.
- 2) Add-on power amplifiers.
- 3) "Hybrid" equipment with different manufacturers' RF strips.
- 4) Open rack mounted receivers and transmitters.
- 5) Equipment with crystal oscillator modules which have not been temperature compensated.
- 6) Digital/analog hybriding in exciters, unless type-accepted.
- 7) Equipment which does not conform to FCC Rules and Regulations.
- 8) Non-continuous duty rated transmitters used in continuous duty applications.
- 9) Transmitter outputs without a harmonic filter and antenna matching circuitry.
- 10) Change in operating frequency(ies).
- 11) Equipment not designed for high-density site applications.
- 12) Ferrite devices or semiconductors looking directly at an antenna.
- 13) Nickel plated connectors.

14) Cascaded receiver multicouplers/preamps.

II. Radio Frequency Interference Protective Devices.

In general, the following minimum specifications will apply:

Isolators - minimum of 60 DB

It should be emphasized that the above specifications are minimum requirements. Additional protective devices may be required based upon evaluation of the following information.

- Theoretical TX mixes, particularly second and third order
- Antenna location and type
- Combiner/multicoupler configurations
- Transmitter specifications
- Receiver specifications
- Historical problems
- Transmitter to transmitter isolation
- Transmitter to antenna isolation
- Transmitter to receiver isolation
- Calculated level of IM products
- Transmitter output power
- Transmitter ERP
- Spectrum analyzer measurements
- VSWR measurements
- Existing cavity selectivity
- Antenna to Antenna proximity

III. Antennas and Mounts.

- 1) Mounted only on approved sidearms or other specified mount and only one per mount unless authorized in writing.
- 2) All mounting hardware hot dip galvanized or non-corroding metal.
- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Bonded with copper braid to tower.
- 5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Scotchkoted (including booted pigtails).
- 6) Must meet manufacturer's VSWR specifications.
- 7) Antennas with corroded elements must be repaired or replaced.
- 8) Must be DC grounded type or have the appropriate lightning protection as determined by Licensor.
- 9) Unless otherwise authorized by Licensor, all antennas must be enclosed in fiberglass radomes.
- 10) Mounting pipes must be cut such that they do not extend above the antenna mounting sleeve.
- 11) Any corroded hardware must be replaced.

IV. Tower.

- 1) No welding or drilling of any Tower members will be permitted.
- 2) Tower work shall be done only by authorized contractors.
- 3) Tower loading must be checked and approved by Tower Consultants, Inc. (TCI).
- 4) Rigging plan must be approved by TCI.

V. Cable.

- 1) All antenna lines to be jacketed heliax or (equivalent).
- 2) No kinked or cracked cable.

- 3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.
- 4) All transmit interconnecting cables/jumpers must be solid copper outer conductor ($\frac{1}{2}$ " superflex or equivalent), not to exceed 8" in length where practical.
- 5) All receiver intercabling must be 100% shielded coax.
- 6) All inside cable must be run in troughs where provided.
- 7) All unused lines must be tagged at both ends showing termination points.
- 8) All AC lines cords must be 3 conductor with grounding plugs.
- 9) Where no troughs or cable trays exist, all cable must be tied at not less than 3' intervals.
- 10) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with grounding kits made specifically for this purpose.
- 11) All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the wave guide bridge for the full external run of the line.
- 12) All antenna transmission lines shall be grounded at both the antenna and equipment ends, with the appropriate grounding kits.
- 13) All transmission lines shall be color coded (using color(s) approved by Licensor) at the transmitter/receiver, antenna, inside and outside ports and every 50 feet on the Tower.

VI. Connectors.

- 1) Must be Teflon filled, UHF, DIN or N type, including chassis/bulkhead connectors or microwave flange type.
- 2) Must be properly fabricated (soldered if applicable) if field installed.
- 3) Must be taped and Scotchkoted at least 4" onto jacket if exposed to weather.
- 4) Male pins must be proper length.
- 5) Female contacts may not be spread.
- 6) Connectors must be plier tight as opposed to hand tight.
- 7) Must be silver plated or brass.

- 8) Must be electrically and mechanically equivalent to OEM connectors.

VII. Receivers.

- 1) All shields must be in place.
- 2) Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator swing and symmetry, and spurious responses.
- 3) Preselectors/cavities must be installed in RX legs where appropriate.

VIII. Transmitters.

- 1) Must meet original manufacturer's specifications.
- 2) All shields must be in place.
- 3) Must have a visual indication of transmitter operation.
- 4) Must be tagged with Licensee's name, equipment model, serial number, and operating frequency(ies).
- 5) All power amplifiers must be shielded.

IX. Combiners/Multicouplers.

- 1) Shall at all times meet manufacturer's specifications.
- 2) Must be tuned using manufacturer approved procedures.
- 3) Must provide a minimum of 55 DB transmitter to transmitter isolation.

X. Installation Procedures.

- 1) Installation may take place only after Licensor has been notified of the date and time, and only during normal working hours unless otherwise authorized.

XI. FCC Licensing.

- 1) All FCC licenses must be in full force and effect and posted.
- 2) No use of unlicensed frequencies.

XII. Miscellaneous.

- 1) All installations must be maintained in a neat and orderly manner.

- 2) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, service or maintenance.

XIII. Interference Diagnosing Procedures.

- 1) All users must cooperate in a timely fashion with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved.