

FACILITY LICENSE AGREEMENT

by and between

City of Redondo Beach, California

and

Crown Castle Fiber LLC

Dated June 16, 2026

TABLE OF CONTENTS

1. **Definitions** 1

2. **Grant of License** 4

3. **Term** 5

4. **Fees** 5

5. **Construction and Operation of the System** 6

6. **Removal and Relocation of Attachments** 7

7. **Non-Disclosure**..... **Error! Bookmark not defined.**

8. **Insurance; Casualty** 8

9. **Eminent Domain**..... 9

10. **Default** 9

11. **Assignment**..... 10

12. **Notice**..... 10

13. **Miscellaneous**..... 11

SCHEDULES:

- Schedule 1** **Property**
- Schedule 2** **Existing Agreements**

EXHIBITS:

- Exhibit A** **Sample Order**
 - Exhibit 1** **System Description**
 - Exhibit 2** **Node Locations**
 - Exhibit 3** **Hub Site**
 - Exhibit 4** **Fiber Network**
 - Exhibit 5** **Conduit**
- Exhibit B** **Notification of Removal by Licensee**
- Exhibit C** **Fiber Network Standards**

FACILITY LICENSE AGREEMENT

THIS FACILITY LICENSE AGREEMENT is entered into as of the date fully executed below (“Effective Date”), by and between the **City of Redondo Beach**, a California municipal corporation (“Licensor”), and **Crown Castle Fiber LLC**, a New York limited liability company (“Licensee”).

RECITALS

- A. WHEREAS, Licensor is the owner of the land and premises identified in Schedule 1 hereto, commonly referred to as the Redondo Beach Pier, including certain buildings and grounds (the “Property”), which Property includes buildings, utility infrastructure, signage, light standards, Fiber Network (if applicable) and other improvements (“Structures”); and
- B. WHEREAS, Licensor desires to (i) enhance the wireless communications services available at the Property through a more comprehensive solution on the conditions agreed to herein; (ii) rely on the resources and experience of Licensee to manage the use of common facilities for all Wireless Carriers to minimize redundant use of the Property and the Structures and the visual impact thereon; and (iii) avoid unnecessary disruption and administrative burdens for Licensor’s business and operations; and
- C. WHEREAS, Licensee proposes to occupy a portion of certain of Licensor’s Structures and Property for the purposes of creating a wireless communications network available for hire from Licensee by Wireless Carriers; and
- D. WHEREAS, Licensor is authorized to grant one or more licenses to Licensee to make Attachments to Licensor’s Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby covenant and agree as follows:

AGREEMENT

- 1. **Definitions.** For all purposes of this Agreement, the following terms shall be defined as follows:
 - a. **Additional Services** shall have the meaning set forth in Section 2.e.
 - b. **Affiliate** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the referenced entity.
 - c. **Agent** shall mean any directors, trustees, officers, employees, Affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.
 - d. **Agreement** shall mean this Facility License Agreement and all Orders executed hereunder, each as amended.
 - e. **Alternate Location** shall have the meaning set forth in Section 6.b.
 - f. **Attach** shall mean to install, connect or construct Attachments on, at or in a Licensed Structure pursuant to an Order.
 - g. **Attachments** as used herein shall include antenna, wire, fiber optic, telecommunications or coaxial cable, Nodes, private LTE EPC server or other wireless communications equipment Attached and maintained upon a Licensed Structure pursuant to an Order.
 - h. **Carrier Agreement** shall mean a binding contractual commitment between Licensee and a Wireless Carrier to utilize the System.

- i. **CBRS** shall mean Citizens Broadband Radio Service and describes a wireless communications system utilizing the 3550-3700 MHz (3.5 GHz) spectrum band.
- j. **Crown Castle Transaction** shall have the meaning set forth in Section 11.c.
- k. **Cure Period** shall have the meaning set forth in Section 10.a.
- l. **Defaulting Party** shall have the meaning set forth in Section 10.a.
- m. **Effective Date** shall mean the date set forth in the Preamble.
- n. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or state, commonwealth or local Law analogous thereto.
- o. **Existing Agreements** shall mean the agreements identified on Schedule 2 hereto, each between a Wireless Carrier and Licensor in full force and effect as of the Effective Date for the operation of Wireless Carrier facilities on the Property.
- p. **Fiber Network** shall mean dark fiber capacity on Licensor's fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Licensee's use through an Order.
- q. **Fiber Network Standards** are set forth in Exhibit C hereto.
- r. **Force Majeure** shall mean any event beyond the control of either Party and which is relied upon by either Party as justification for delay in, or as excuse from complying with, any obligation required of either Party under this Agreement, including: (i) an act of God, war, insurrection, pandemic, terrorism, riot, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the obligations hereunder; (iii) the adoption or change (including a change in interpretation or enforcement) of any Law after the Effective Date, applicable to the obligations hereunder, including such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, lockouts, picketing, labor dispute, inability to procure materials, or similar activities at the Property; or (v) the institution of a legal or administrative action or similar proceeding by any Person or entity that delays or prevents any aspect of the obligations to be performed by either Party hereunder.
- s. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town or other municipality in which the Property is located and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of, over or pertaining to the System or the Property.
- t. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.
- u. **Hazardous Materials** shall mean any (i) explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) substance or waste regulated under any Environmental Law.
- v. **Hub Site** shall mean the exterior or interior space licensed by Licensor to Licensee and identified in an Order: (i) for the installation of Licensee's Attachments for the operation and control of the System and

- (ii) to be licensed to Wireless Carriers for the placement and operation of their equipment required for use of the System.
- w. **Initial Term** shall have the meaning set forth in Section 3.
 - x. **Laws** shall mean any applicable administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.
 - y. **Licensed Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Licensee pursuant to this Agreement and identified in an Order.
 - z. **Licensee** shall have the meaning set forth in the Preamble.
 - aa. **Licensor** shall have the meaning set forth in the Preamble.
 - bb. **Node** shall mean a radio access node of the System, generally consisting of an antenna, equipment box, shroud, cabling connecting the antenna and related Attachments.
 - cc. **Non-Defaulting Party** shall have the meaning set forth in Section 10.a.
 - dd. **Objectives** shall have the meaning set forth in Section 2.e.
 - ee. **Order** shall have the meaning set forth in Section 2. “Order” shall also refer to amended Orders.
 - ff. **Order Effective Date** shall have the meaning set forth in Section 3.
 - gg. **Parties** or **Party** shall mean Licensor and Licensee.
 - hh. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or Government Authority or political subdivision thereof.
 - ii. **Primary Purpose** shall have the meaning set forth on Schedule 1 hereto.
 - jj. **Property** shall have the meaning set forth in the Recitals.
 - kk. **Proposal** shall have the meaning set forth in Section 2.e.
 - ll. **Radio Space** shall be the locations on, in or at a Licensed Structure to be occupied by any Attachments for operation of the System, including the Hub Site space.
 - mm. **Recurring Fee** shall have the meaning set forth in Section 4.a.
 - nn. **Renewal Term** shall have the meaning set forth in Section 3.
 - oo. **Report** shall have the meaning set forth in Section 4.b.
 - pp. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.
 - qq. **Structure Manager** means Licensor’s designated manager for managing and administering, on behalf of Licensor, the Attachments, System and administration of visual impact and aesthetics provisions of this Agreement.
 - rr. **Structures** shall have the meaning set forth in the Recitals.
 - ss. **System** shall mean collectively the small cell network, including distributed antenna system (“**DAS**”) or CBRS, constructed by Licensee under an Order for the purpose of providing RF coverage, using licensed or unlicensed spectrum, in and about the Property, including Licensee’s System at the Radio Space and all

Attachments, power lines and other associated equipment, including equipment owned and operated by Wireless Carriers, located throughout the Property and at the Hub Site and operated by Licensee to provide services to Wireless Carriers.

- tt. **Term** shall have the meaning set forth in Section 3.
- uu. **Term Commencement Date** shall mean the date that the Threshold Wireless Carrier is obligated to commence making recurring payments under a Carrier Agreement.
- vv. **Threshold Wireless Carrier** shall have the meaning set forth in Section 5.
- ww. **Wireless Carrier** shall mean a wireless services provider offering communications services to the public, including commercial mobile radio service (CMRS), CBRS, cellular, personal communications service (PCS), wireless broadband, telematics and wireless data carriers. Licensor shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use.

2. **Grant of License.** On the terms set forth in this Agreement and from time to time upon the Parties' mutual execution and delivery of an Order substantially in the form attached to this Agreement as Exhibit A (an "Order"), Licensor will license to Licensee, and Licensee will license from Licensor (a) the Radio Space described therein and (b) if applicable, the Fiber Network in the quantity and locations identified in such Order. Licensor agrees, subject to the conditions in this Agreement, that, by way of the Order, it will permit Licensee (i) to place, operate and maintain Attachments within the Radio Space on Licensed Structures in order to operate its System, and (ii) if applicable, to use the Fiber Network as a transmission medium to provide communication services and lit fiber transport capacity as appropriate for the operation of the System. Licensee agrees that its Attachments will be used only in connection with Licensee's construction, operation and maintenance of the System. Licensee expressly recognizes that the Licensed Structures are used and will continue to be used by Licensor for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to Licensor's use of the Structures for their Primary Purpose.

- a. **System Additions.** Licensee shall have the right to (i) Attach to any additional Structure; or (ii) add additional Attachments to any Licensed Structure; and, if applicable, use additional portions of the Fiber Network, upon the Parties' execution of an amended Order. Licensee shall have exclusive right to the use of the Licensed Structures for purposes of operating a System on the Property.
- b. **Limitations.** Regardless of its duration, Licensee's use of a Licensed Structure shall not vest in Licensee any ownership rights in the Licensed Structure. In addition to the Existing Agreements, the right to Attach herein granted shall at all times be subject to any pre-existing contracts and arrangements, written notice of which Licensor provides to Licensee in advance of the Parties' executing an Order. Nothing herein contained shall be construed to compel Licensor to maintain any of the Licensed Structures past the date of the termination or expiration of the Agreement. Nothing herein shall require Licensor to extend the Fiber Network solely for Licensee's use or otherwise, except as Licensor agrees in writing.
- c. **Consents.** Licensor represents that it is authorized to grant to Licensee the right to Attach and to grant Orders on its behalf consistent with the terms of this Agreement. No consent or approval of any third party is necessary for Licensor to execute this Agreement or perform the obligations hereunder for the Term of this Agreement. Licensee will be responsible at its expense for securing all Government Permits necessary for the installation and operation of the System.
- d. **Exclusive Marketing Rights.** Licensor hereby designates Licensee as the exclusive point of contact regarding discussions and dealings with Wireless Carriers in connection with their wireless telecommunication needs at the Property, including siting, installation, development, use and management thereof, whether by small cell network, DAS, CBRS, rooftop, tower or otherwise. Licensor shall require all Wireless Carriers requesting use of, or expressing an interest in using, the Property to provide wireless telecommunications service thereon, to consult with Licensee and grants to Licensee the right to negotiate on Licensor's behalf with all Wireless Carriers in this regard. If Licensor has a tenant handbook or building website, Licensee shall be listed therein as a certified telecommunications provider at the Property. Licensee shall, subject to Licensor's approval not to be unreasonably conditioned, delayed or withheld, also have the

right to place signage indicating that Licensee is a certified telecommunications provider within the Property's common areas if other certified telecommunications providers are so identified. Except as provided in Section 2.e below, Licensor shall not grant a lease, license or similar agreement during the Term to any Wireless Carrier or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the Property. Licensor reserves the right to continue, modify or terminate the Existing Agreements as it determines in its sole discretion.

- e. **System Expansion.** Licensor and Licensee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the Term may cause Licensor or Wireless Carriers to desire expansion of the System or the provision of additional wireless network coverage, capacity or technology on the Property (collectively, "Additional Services"), and Licensee shall have the exclusive right to provide the Additional Services, as set forth herein. In the event Additional Services are desired by Licensor, Licensor shall provide a written request to Licensee setting forth its coverage, capacity, technology and other objectives (the "Objectives") stated with sufficient specificity for Licensee to provide its Proposal to Licensor. Licensee shall provide a written Proposal ("Proposal") for the provision of Additional Services within ninety (90) days following receipt of such Objectives from Licensor. In the event a Wireless Carrier desires Additional Services, Licensee shall provide a Proposal to Licensor for review. In the event that Licensor accepts Licensee's Proposal (as may be modified by mutual consent), the Parties agree to execute a mutually acceptable Order. In the event that (i) Licensee declines to provide the Additional Services, or (ii) following good faith negotiations, Licensor and Licensee cannot reach agreement on the provision of Additional Services within one hundred eighty (180) days following delivery of Licensee's Proposal, then Licensor shall be free to enter into agreements with any third party for Additional Services but subject to Objectives substantially similar to those set forth in Licensor's original request. Notwithstanding the provisions of this section, Licensor shall have no obligation whatsoever to allow any Additional Services and Licensee shall have no obligation to effect or right to require such Additional Services.
 - f. **Interference with City Telecommunications and Reserved Rights.** Nothing in this Agreement shall prohibit or otherwise restrict Licensor's right to provide wireless networking access at the Property to the general public. Licensee agrees that its operation of the System shall at all times comply with any applicable FCC requirements and shall not cause any direct or indirect interference with the operation of any portion of Licensor-owned equipment at the Property, including without limitation the transmission of signals for public safety, law enforcement and fire department communications ("City Transmissions"). In the event of any suspected interference with City Transmissions, Licensee shall immediately work with Licensor to correct the interference. If it is reasonably determined that the System is interfering with City Transmissions and Licensee is unable to correct the interference caused by the System, Licensee shall promptly shut off the System until such time Licensor is reasonably satisfied that the interference has been corrected.
3. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of fifteen (15) years following the Term Commencement Date (the "Initial Term") unless previously terminated pursuant to the provisions herein; each Order will commence on the "Order Effective Date" set forth thereon. Licensee shall give written notice to Licensor of the Term Commencement Date promptly after it occurs, and at the request of either Party, the Parties shall execute a memorandum of Term Commencement Date and Initial Term (or similar written document) formally evidencing such dates. The Agreement shall automatically renew for three (3) additional five (5) year terms (each a "Renewal Term", and collectively with the Initial Term, subject to termination rights as provided in this Agreement, (the "Term"). Beginning on the date which is one hundred eighty (180) days prior to the last day of the Initial Term and continuing thereafter for the remainder of the Term, either Party hereto may provide written notice to the other Party of its intent to terminate this Agreement provided such notice shall be provided at least one hundred eighty (180) days prior to the effective date of termination. The term of any Order shall, unless previously terminated pursuant to the provisions of this Agreement, continue in effect until the end of the Term and the terms of this Agreement shall be incorporated into each such Order.
 4. **Fees.** In consideration for Licensor's entering into this Agreement and granting the Orders to Licensee throughout the Term, Licensee shall provide the following consideration to Licensor:
 - a. **Recurring Fee.** In consideration for Licensee constructing the System at its sole cost and expense to provide wireless coverage, capacity and technology to Licensor, its employees, invitees and guests on and about the Property and serving as the manager and single point of contact for Wireless Carriers in connection with their

telecommunication needs on the Property, including siting, installation, development, use or management of the System, Licensee shall be entitled to bill and keep all revenues of the System, and shall monthly remit to Licensor an amount equal to Twenty-Five Percent (25%) of monthly gross receipts collected by Licensee from Wireless Carriers for use of the System, excluding any reimbursement for taxes, utilities, construction or installation costs, or other commercially reasonable expenses incurred by Licensee (the "Recurring Fee"). Licensee shall pay the Recurring Fee monthly in advance no later than the fifth (5th) day of each calendar month.

- b. **Reports.** Licensee shall provide Licensor with an opportunity to review copies of all Carrier Agreements upon reasonable notice during normal business hours at Licensee's office. In addition, Licensee shall permit Licensor and its Agents at all times during normal business hours to review for any and all purposes complete and unredacted copies of the Carrier Agreements in Licensee's office and shall make unredacted copies available to Licensor and its auditors for audits under this Agreement. If Licensor receives a public records request for records, Licensor shall notify Licensee in writing of such request so that Licensee may take appropriate protective measures. No later than January 31 of each year, Licensee shall provide to Licensor an annual report showing all revenues received from Wireless Carriers and the calculation of the Recurring Fee for the preceding calendar year, or portion thereof ("Report") and Licensor shall reconcile accounts as necessary to resolve any discrepancies between Recurring Fees paid and revenues set forth in the Report. No more than two (2) times during each calendar year, Licensee shall afford Licensor, upon reasonable prior notice during regular business hours, the right to review or audit Licensee's books and records regarding operation of the System and performance of its obligations under this Agreement. Licensee shall pay the reasonable costs of any such audit.

The Parties will cooperate in good faith to (i) resolve any discrepancies between the Recurring Fees paid to Licensor and those calculated by the Report or audit to be due to Licensor and (ii) determine the method that (A) any overpayment of Recurring Fees will be refunded to Licensee or (B) any underpayment of Recurring Fees will be made to Licensor, (including payment by check or temporary abatement, increase or decrease in the Recurring Fees otherwise due).

- c. **Taxes.** Licensee recognizes and understands that this Agreement and/or the Orders may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee shall be responsible for all such possessory interest taxes and personal property taxes imposed on Attachments constructed by Licensee. The Parties shall cooperate in providing documentation to evidence compliance with each Party's respective tax filing and payment obligations
5. **Construction and Operation of the System.** Licensee will not commence construction of the System until it receives a binding contractual commitment from at least one (1) Wireless Carrier to use the System ("Threshold Wireless Carrier"). If there is no Threshold Wireless Carrier by the second (2nd) anniversary of the Effective Date, Licensor may, at its option, terminate this Agreement without cost or obligation by written notice to Licensee. If Licensee is to construct the System, it will do so at the Property at its own cost and expense as set forth in the Order and in accordance with the following:
 - a. **Standard of Care.** Licensee shall construct and maintain all Attachments in a safe condition in accordance with Laws, industry standards and Licensor's general construction and maintenance standards provided to Licensee prior to the date of the Order. No work shall be done by Licensee when there is reason to suspect that working conditions on a Licensed Structure may be hazardous as the result of weather or any other conditions. As promptly as possible following Licensee's completion of the System, Licensee will provide Licensor with as-built drawings showing the locations of the Attachments, including Nodes and Hub Site, and the Parties may amend the Order as appropriate to incorporate such drawings.
 - b. **Contact.** Licensee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Licensee's network operations center at (888) 632-0931 or SCN.NOC@crowncastle.com.
 - c. **Licensor Liability.** Licensor reserves the right to maintain the Licensed Structures as necessary to fulfill their Primary Purpose. Except as expressly set forth in this Agreement, Licensor shall not be liable to Licensee for any interruption of service for the System or for any property of Licensor used by Licensee.

Licensee specifically waives any claim for indirect, special, consequential or punitive damages against Licensor in connection with this Agreement, including any claims for loss or interruption of service.

- d. **Licensee Liability.** Licensee shall exercise reasonable caution in performing the activities covered by this Agreement to avoid damage to the Licensed Structures. Licensee hereby agrees to reimburse Licensor for any direct costs incurred in making repairs to any property damaged by Licensee. Licensee shall promptly advise Licensor of all incidents and claims arising or alleged to have arisen in any manner by Licensee's activities upon the Property. Notwithstanding the foregoing, Licensor specifically waives any claim for indirect, special, consequential or punitive damages against Licensee in connection with this Agreement, including any claims for loss or interruption of service.
 - e. **Utilities.** Licensor shall allow Licensee to access its electrical power and will provide, at no cost to Licensee or the Wireless Carriers, the electricity power to operate the Nodes so long as such consumption does not require greater than a 20-amp circuit per Node. Any electricity used by Licensee for the Hub Site or for Nodes in excess of that set forth in the preceding sentence shall be paid by Licensee. Such costs shall be billed monthly by Licensor to Licensee, with reasonable supporting documentation of such utility consumption, and shall be paid by Licensee within thirty (30) days of receipt of such invoice. Licensee agrees to pay for utilities based on (i) sub-metering equipment at the Hub Site, to be installed by Licensee at its cost; (ii) estimated usage for each Node, based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the Parties as set forth in the applicable Order.
 - f. **Hazardous Materials.** Licensee shall not cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Licensee shall indemnify and hold Licensor harmless from all claims from the release of any Hazardous Materials on the Property if caused by Licensee and/or its Agents, otherwise, Licensor shall indemnify and hold Licensee harmless from all claims from the release of any Hazardous Materials on or from the Property.
 - g. **Fiber Network Operation.** If a portion of Licensor's Fiber Network is being made available to Licensee, Licensor shall maintain and operate the Fiber Network in accordance with the Fiber Network Standards. Licensor will deliver to Licensee detailed maps showing the locations of the Fiber Network. Licensor will, at its sole cost and expense, perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain the Fiber Network in good working order and with the same care standard as Licensor treats Licensor's own fiber, but in no event with less than reasonable care. When Licensor or its Agents perform any routine maintenance, Licensor will notify Licensee at least seven (7) days before any such maintenance. Maintenance which is reasonably expected to produce any signal discontinuity will be coordinated between the Parties. Licensor will make all reasonable efforts to schedule major system work, such as fiber rolls and hot cuts, between 2:00 a.m. and 6:00 a.m. local time. In the event Licensor fails to meet the Fiber Network Standards, Licensee may make any necessary repairs at its own expense and shall receive reimbursement from Licensor for its reasonable costs incurred. The Fiber Network demarcation points will be easily accessible fiber access points to be mutually agreed upon after site walks.
6. **Removal and Relocation of Attachments.** Without limiting or terminating the Term of the Agreement, specific Orders may be amended without fault to either Party upon the following conditions:
- a. **Amendment by Licensee.** Licensee may amend an Order as to any Licensed Structure by removing its Attachments therefrom if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated pursuant to an Order amendment. At least thirty (30) days prior to removal pursuant to Section 6.a(i), Licensee shall give Licensor notice of such removal substantially in the form attached hereto as Exhibit B hereto and the Parties may execute an amended Order.
 - b. **Relocation by Licensor.** Licensor may request that Licensee remove and relocate any Attachment if Licensor intends to remove or alter the Licensed Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal and relocation, Licensor must: (i) provide at least sixty (60) days' written notice prior to the date of the proposed removal and relocation of any Attachment;

- (ii) propose a reasonable alternative location for such Attachment reasonably acceptable to Licensee (the “Alternate Location”); (iii) grant Licensee at least sixty (60) days following receipt of all necessary Government Permits (but at least one hundred twenty (120) days for removal and relocation of the Hub Site) to complete the removal and relocation; and (iv) provide, at its expense, an installation-ready Alternate Location acceptable to Licensee for Licensee’s Attachment, including the construction or modification of Structures to accommodate such Attachment and any necessary extension of the Fiber Network (as applicable) to serve the Alternate Location. In the event Licensee accepts the Alternate Location, Licensor and Licensee shall execute an amended Order before the Attachment removal and relocation commences. Licensee shall be responsible for the costs of removing and relocating the Attachment, subject to receiving reimbursement by Licensor through abatement of the Recurring Fee in an amount equal to Licensee’s cost of removal and relocation, or as may otherwise be agreed by the Parties if the relocation by Licensor is for a non-governmental need. If the relocation by Licensor is for a reasonable governmental need by either Licensor or other governmental agency authorized to use the Property, then Licensor shall not be obligated to reimburse Licensee hereunder.
- c. **Relocation by Licensee.** Licensee shall not change the location of its Attachments without the written consent of Licensor, except in cases of emergency. In cases of emergency, Licensee shall procure Licensor's consent orally by contacting the Structure Manager and such request and consent may be confirmed in writing by Licensee and approved in writing by Licensor once the emergency has been resolved. Licensee shall be responsible for its cost of relocating any Attachment under this Section 6.c.
- d. **Conflict with Laws.** Upon written notice from Licensor to Licensee that the use of any Licensed Structure is no longer permitted by Law, the Order to Attach to such Licensed Structure shall immediately be amended and the Attachments shall be removed by Licensee from the affected Licensed Structure, *provided, however*, that Licensee, with Licensor’s reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge, may maintain such Attachment to the extent allowed by Government Authorities. Licensor will cooperate with Licensee to identify a suitable Alternate Location, in which case the Attachment shall be relocated in accordance with Section 6.b.
7. **Confidentiality.** Licensee acknowledges that this Agreement, all Orders issued hereunder, and certificates of insurance evidencing insurance required hereunder shall be made public pursuant to Licensor’s standard policies as a California municipality. Ancillary documentation and information provided to Licensor in connection with this Agreement and the System (“Related Documentation”) may be exempt from disclosure under the California Public Records Act, but Licensor makes no representation or warranty that any such Related Documentation will remain confidential. Licensor agrees to provide notice to Licensee of any public records requests for such Related Documentation, and thereafter Licensee may reasonably direct Licensor to withhold or redact such requested Related Documentation, provided that Licensee hereby agrees to indemnify and defend Licensor for any and all loss and/or costs incurred by Licensor resulting from such direction.
8. **Insurance; Casualty.** Licensee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Licensed Structures. Licensee shall provide the specified insurance throughout the Term and shall file with Licensor's designated risk manager certificates of insurance and endorsements evidencing such coverage prior to commencement of work under this Agreement and thereafter upon request. Certificates, policies or endorsements shall provide thirty (30) days’ prior written notice of cancellation, except for non-payment of premiums, to Licensor. For any claims related to this Agreement, Licensee’s insurance coverage shall be primary. Licensee shall ensure that all of its contractors carry insurance commensurate to the scope of services they are performing, and if such insurance limits are insufficient to cover any loss otherwise covered by such insurance, then Licensee’s insurance shall cover insufficiencies, to the extent that such losses are covered, and to the limits referenced herein. The City of Redondo Beach, its officers, officials, employees, agents and volunteers are to be covered as additional insureds, by a commercial general liability Endorsement CG 20 10 11 85 or its equivalent, or as otherwise accepted by Licensor’s Risk Manager.
- a. **Coverage Amounts.** Throughout the Term, Licensee shall maintain the following insurance coverage from a carrier licensed or authorized to conduct business in the state where the Property is located and with a current Best Rating of A:VII or better:

- i. Worker's compensation insurance and employer's liability insurance in the amount of \$1,000,000 per accident.
 - ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) \$2,000,000 per occurrence combined single limit; (ii) \$4,000,000 general aggregate; and (iii) \$3,000,000 umbrella liability, with an endorsement stating Licensor is an additional insured with respect to operations relating to this Agreement.
 - iii. Commercial automobile liability insurance with a minimum liability limit of \$1,000,000 per occurrence combined single limit.
 - b. **Waiver of Claims and Rights of Subrogation.** The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for the System, the Property or any Attachment shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss.
 - c. **Casualty and Restoration.** In the event that one or more of the Licensed Structures containing an Attachment is damaged or destroyed such that it cannot be used for an Attachment then, within thirty (30) days of such damage or destruction, Licensor shall notify Licensee of its intent whether to repair the Licensed Structure, and if so, the proposed schedule for such repair. Licensee will have the option to: (i) in the event the repair schedule is proposed to be less than ninety (90) days, to abate all Recurring Fees with respect to the affected Attachments during the period the Licensed Structure is not available; (ii) in the event Licensor chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, declare the Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachments, in which event there shall be an amendment to the Order and, if appropriate, an equitable adjustment in Recurring Fees; or (iii) in the event Licensor chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, with respect to damage which will prevent continued operation of the Hub Site or the System in Licensee's reasonable discretion, to terminate the affected Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms, in which event there shall be an amendment to the Order.
9. **Eminent Domain.** If Licensor receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, Licensor will notify Licensee of the proposed taking within thirty (30) days of receiving such notice and Licensee will have the option to: (i) declare the Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event the Parties shall amend the Order and, if appropriate, an equitable adjustment in Recurring Fees on account of the portion so taken; or (ii) with respect to a taking which will prevent continued operation of the Hub Site or the System in Licensee's reasonable discretion, to terminate the affected Order. With either option, Licensee shall have the right to contest the taking in good faith and to directly pursue an award from the condemning authority. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms, in which event the Parties shall amend the Order.
10. **Default.**
- a. **Cure Period.** In the event of default by either Party (the "Defaulting Party") with respect to any of the provisions or obligations of this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party notice of such default. After receipt of such notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period (but in no event shall such extended periods exceed one hundred twenty (120) days) to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and

thereafter continuously and diligently pursues the cure to completion (the “Cure Period”). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the Cure Period provided in this Section.

- b. **Removal of Attachments.** Upon expiration or earlier termination of this Agreement or an Order, as appropriate, Licensee shall, within sixty (60) days following such termination or expiration, remove at its sole cost and expense, all visible Attachments and restore all or any part of the Radio Space to the same condition as originally received by Licensee (ordinary wear and tear excepted).

11. **Assignment.** This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by a Party in violation of this Section shall be void.

- a. **Assignment by Licensee.** Licensee has the right to sublicense the Radio Space and use of the System to any Wireless Carrier. Licensee may also assign or delegate all or a portion of this Agreement to an Affiliate or engage an Affiliate to perform the design or construction services hereunder. Licensee has the further right to pledge or encumber its interest in this Agreement. Upon request to Licensor from any mortgagee, Licensor agrees to give the holder of such mortgage written notice of any default by Licensee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default, but in no event shall such period of time exceed one hundred twenty (120) days.

- b. **Assignment by Licensor.** Licensor may assign or transfer its interest in this Agreement, *provided* that the assignee shall be bound by all provisions herein. Licensor’s assignment or transfer of its interest in this Agreement shall not relieve Licensor of its liabilities or obligations under this Agreement. Any sale or transfer (including by foreclosure) of Licensor’s real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound by the terms and conditions herein.

- c. **Pending Sale.** Licensor acknowledges that it is aware of the agreement entered into on March 13, 2025, by Licensee’s Affiliate, Crown Castle Operating Company, to sell its small cells business to EQT Active Core Infrastructure Fund and its fiber business to Zayo Group Holdings Inc. (the “**Crown Castle Transaction**”). On behalf of itself and its Affiliates, Licensor hereby consents to the Crown Castle Transaction and irrevocably waives any rights under this Agreement (and any rights under any other provision concerning assignment or change of control in any other agreement entered into between Licensor or any of its Affiliates, on the one hand, and Licensee, or any of its Affiliates, on the other hand), in each case, that may accrue as a result of the Crown Castle Transaction. All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

12. **Notice.** Except as otherwise specified, any notice to be given to either Party under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to the respective addresses set forth below. Except as otherwise stated herein, any notice shall be effective immediately upon being deposited with the applicable delivery agent.

Licensor:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA
Attn: City Attorney
(310) 372-1171

Licensee:

Crown Castle Fiber LLC
General Counsel
Attn: Legal – Venues
2000 Corporate Drive
Canonsburg, PA 15317
(866) 482-8890

With a copy which shall not constitute notice to:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contract Management

13. **Hold Harmless and Indemnification.**

- a. To the maximum extent permitted by law, Licensee, its successors, agents, and Licensee's on behalf of its employees, agrees to indemnify, defend (with reasonable notice to Licensee and with counsel reasonably acceptable to Licensor) and hold harmless Licensor, its elected official, officers, employees, agents, and volunteers, and any successors to Licensor's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, liens, stop notices, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and environmental cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising directly or indirectly out of the activities described in this Agreement and/or the presence, operation, maintenance, removal and/or repair of the System.
- b. Licensee shall not be obligated to indemnify Licensor, its elected officials, officers, employees, agents, and volunteers, or any successors to Licensor's interest for losses to the percentage extent directly arising from Licensor's active negligence or willful misconduct as established by final court decision or agreement of the parties.
- c. Licensee's indemnification, defense and hold harmless obligations under this Section 13 are specifically conditioned on the following: (a) Licensor shall provide prompt notification to Licensee in writing of any such claim or demand; (b) Licensor shall cooperate reasonably to facilitate the defense of such claim or the negotiation for its settlement. Licensor and Licensee must concur in any settlement or in any substantive defense affecting Licensor's rights. Licensor may not unreasonably withhold, delay, or condition its consent for any settlement.
- d. Licensor shall not be responsible for any damages, losses, or liability of any kind occurring by reason of anything done or omitted to be done by Licensor, except for acts which constitute Licensor's active negligence or willful misconduct, or by any third party, including, without limitation, damages, losses or liability arising from the issuance by Licensor of a permit or approval to any third party or any interruption in service; provided that the foregoing release of responsibility shall not apply to permits or approvals issued by Licensor in violation of Section 2.a and 2.e of this Agreement.
- e. Licensee and its successors and assigns, hereby waives all claims and causes of action, whether now existing or hereafter arising, against Licensor or its elected officials, officers, employees, agents, and volunteers, for damages, physical or otherwise, to the System from any cause whatsoever, excluding those arising as a result of Licensor's active negligence or willful misconduct.

14. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by and interpreted according to the Laws of the State of California, without reference to its choice of law rules. The Parties agree that the venue for any litigation regarding this Agreement shall be in state or federal courts sitting in Los Angeles County, California.
- b. **Warranties.** Each Party represents and warrants to the other that: (a) such Party has full corporate and other authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and will have the same with respect to each Order; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by that Party in this Agreement have been duly and validly authorized by all necessary corporate and other action; (c) such Party's execution and performance under this Agreement will not breach or violate such Party's operating authority, any Law or terms of any agreement to which either is subject; (d) it has obtained or will obtain before the date required, all necessary licenses, permits and authorizations necessary to conduct the activities contemplated by this

Agreement; and (e) as of the Effective Date and each Order Effective Date, there is no action, suit, investigation, claim, arbitration or litigation pending or, to such Party's knowledge, threatened against, affecting or involving such Party, at law or in equity or before any court, arbitrator or Government Authority that is reasonably likely to result in a material adverse effect on such Party's ability to perform such Party's obligations under this Agreement.

- c. **No waiver.** Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- d. **Interpretation.** The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of Law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by Law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in California, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation; (ii) or shall mean and/or (unless indicated otherwise); and (iii) discretion means within the applicable Party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.
- e. **Force Majeure.** If either Party is unable to fulfill any obligation by reason of Force Majeure, then such Party shall (i) take all commercially reasonable action necessary to remove such inability with all due speed and diligence; (ii) be prompt and diligent in attempting to remove the cause of its failure to perform; and (iii) give notice to the other Party, with sufficient specificity, detailing the Force Majeure. Nothing herein shall be construed to permit such Party to continue to fail to perform after the Force Majeure has been removed. The provisions relating to Force Majeure shall not operate to excuse either Party from prompt payment of any fees or payments (if any) required by the terms of this Agreement and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not be deemed Force Majeure.
- f. **Entire Agreement.** This Agreement constitutes the entire and final expression of the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement can be amended only by written agreement signed by the Parties.
- g. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.
- h. **Covenant of Good Faith and Fair Dealing.** Licensor covenants that, if Licensee performs Licensee's obligations under this Agreement, (a) Licensee and the Wireless Carriers shall and may, subject to the terms and conditions of this Agreement, quietly and peaceably use the Radio Space, Attachments, Hub Site and Systems throughout the Term without any interruption or disturbance from Licensor or any Person lawfully claiming by, through or under Licensor consistent with this Agreement's terms and conditions
- i. **Mortgage.** In the event one or more Licensed Structures is or becomes encumbered by a mortgage, Licensor shall obtain and furnish to Licensee a non-disturbance agreement reasonably acceptable to Licensee for each such mortgage, in recordable form.
- j. **[Reserved].**

- k. **Sales**. Any sales of equipment or other personal property under this Agreement by Licensee to Licensor, if any, will be made and fulfilled by CC S & E LLC, an Affiliate of Licensee.
- l. **Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of Licensor and Licensee and their valid successors and assigns hereunder. No other Person shall have or acquire any right or action based on any provisions of this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:

City of Redondo Beach, California

LICENSEE:

Crown Castle Fiber LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:

Schedule 1

Property

For all purposes of this Agreement, the following terms shall be defined as follows:

Property: Redondo Beach Pier
100 West Torrance Boulevard
Redondo Beach, CA 90277

The Property shall specifically exclude the Police Station and ancillary facilities primarily used for law enforcement purposes.

Tax Parcel ID: 7503-002-913
7503-033-905

Primary Purpose: The Redondo Beach Pier serves as a major tourist attraction, community hub and commercial center for dining, fishing, and recreation in Southern California.

Schedule 2

Existing Agreements

<u>Tenant</u>	<u>Location</u>	<u>Type (tower, rooftop, etc.)</u>	<u>Term Expiration</u>
None			

Exhibit A

Sample Order

Order: _____ **[Description]**

1. **Introduction.** This Order (this “Order”), dated effective as of the date of the last signature below (the “Order Effective Date”), is an agreement entered into by and between **City of Redondo Beach** (“Licensor”) and **Crown Castle Fiber LLC** (“Licensee”) pursuant to the Parties’ Facility License Agreement dated _____ (the “Agreement”).

2. **General Framework.** All of the Agreement’s terms and conditions, including any Agreement attachments, as amended before the Order Effective Date (if applicable), are incorporated by reference into this Order. Capitalized terms used but not defined in this Order have the meanings designated in the Agreement; capitalized terms used and defined in this Order will have the meanings designated. If there is a conflict between the Agreement’s terms and conditions and this Order’s terms and conditions, or this Order contains terms and conditions not contained in the Agreement, then this Order will control over the Agreement, but only to the extent of the actual conflict or supplemental terms.

3. **Order.** For good, valuable and adequate consideration, which the Parties acknowledge receiving, in accordance with the Agreement’s terms and conditions, as supplemented or amended by this Order, Licensee licenses from Licensor, and Licensor licenses to Licensee: (a) the Node and other Attachment locations described on Exhibits 1 and 2 to this Order; (b) the Hub Site location as more particularly described on Exhibits 1 and 3 to this Order; and (c) the Fiber Network described on Exhibits 1 and 4 to this Order.

4. **Applicable Exhibits.** The following exhibits are an integral part of this Order and are incorporated by this reference:

- Exhibit 1 – System Description
- Exhibit 2 – Node Locations
- Exhibit 3 – Hub Site
- Exhibit 4 – Fiber Network
- Exhibit 5 – Conduit

5. **Preliminary Drawings.** The Radio Space, Node, Hub Site, other Attachment and Fiber Network locations are generally identified in the attached preliminary drawings. During the design and installation process, the actual locations thereof will be specifically identified and (may be changed) by mutual agreement of the Parties. Pursuant to Section 5.a of the Agreement, at the completion of the System installation, the Parties covenant that the drawings attached to this Order, as appropriate, will be replaced and updated with as-built drawings which shall become a part of this Order.

6. **Authorized Signatures.** This Order, together with the Agreement, contains the Parties’ entire agreement regarding this Order’s subject matter. Upon this Order’s execution and delivery by the Parties’ authorized representatives, this Order will be binding on the Parties and is incorporated by this reference into the Agreement. This Order is effective on the Order Effective Date.

[Signature Page to Follow]

LICENSOR:
City of Redondo Beach

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:
Crown Castle Fiber LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

System Description

Preliminary System Description.

- (a) **Node Locations.** (described in more detail in **Exhibit 2** to this Order)

System Name	SCU#	Address

- (b) **Hub Site.** The Hub Site being licensed to Licensee will be located at _____ (described in more detail in **Exhibit 3** to this Order).

- (c) **Fiber Network.** The Fiber Network will consist of _____ (____) fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of the Fiber Network is attached as **Exhibit 4** to this Order.

Exhibit 2
Node Locations

Exhibit 3

Hub Site

Exhibit 4
Fiber Network

Exhibit 5

Conduit

Exhibit B

Notification of Removal by Licensee

[To Licensor at Notice Address]

RE: FACILITY LICENSE AGREEMENT ("Agreement") dated _____ by and between City of Redondo Beach ("Licensor") and Crown Castle Fiber LLC ("Licensee")

This letter shall confirm the agreement of Licensor and Licensee that the following Attachments were removed:

<u>Node #</u>	<u>Node location</u>	<u>Removal Date</u>

The Order for the above referenced Attachments is hereby modified as of the removal date set forth above.

LICENSOR:
City of Redondo Beach

LICENSEE:
Crown Castle Fiber LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C**Fiber Network Standards****A. Initial Minimum Standards at Installation.**

1. All fiber connectivity will be a continuous path utilizing fusion splices from the Hub Site location(s) to the Node location(s). Below are the industry standard specifications for the Fiber Network at installation:
2. All outdoor splices must be sealed in waterproof splice enclosures.
3. The maximum bi-directional average fusion splice loss shall not exceed 0.10 dB per splice.
4. The fiber attenuation must not exceed 0.25 dB/km when measured bi-directionally at a 1550 nm wavelength and 0.35 dB/km when measured bi-directionally at a 1310 nm wavelength.
5. The insertion loss must not exceed 0.10 dB/connector pair at all fiber termination locations
6. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
7. Polarization Mode Dispersion (PMD) shall be less than 0.2 ps/sqrt(km).
8. Chromatic Dispersion (CD) shall be less than 18.0 ps/(nm/km) at 1550 nm and less than 22.0 ps/(nm/km) at 1625nm.
9. The fiber strands need to be single mode fiber and conform to a minimum of the Corning SMF-28e standard or equivalent, which is underwritten from the base ITU G.652.D standard.
10. Terminations shall be *LC/UPC* connector bulkheads, unless specified otherwise in the order.
11. Indoor and outdoor cabling shall be verified in accordance with ANSI/TIA/EIA-568-D for fiber optic testing.
12. Optical Return Loss (ORL): Total ORL shall not exceed -50dB with the maximum single event loss not exceeding -30db.
13. Pulling tensions and cable bends/coil diameters for fiber cables and jumpers shall not exceed manufacturer's specifications and/or ANSITI/EIA-568B.3.

B. Fiber Testing Requirements.

1. OTDR Testing: Bi-directional end to end Optical Time Domain Reflectometer (OTDR) testing shall be performed at both 1310nm and 1550nm and the results provided to Licensee for approval and acceptance. Total measured OTDR link loss shall be less than the maximum calculated link loss inclusive of splices (0.1db/splice), fiber strand attenuation (0.25db/km @1550), and connector insertion loss (0.1 db/connector).
2. Power Meter Testing: Bi-Directional end to end power meter testing shall be performed at the 1310nm and 1550nm wavelengths and the results provided to Licensee for approval and acceptance. Total measured OTDR link loss shall be less than the maximum calculated link loss inclusive of splices (0.1db/splice), fiber strand attenuation (0.25db/km @1550), and connector insertion loss (0.1 db/connector).

3. Optical Return Loss Reflectance (ORL) Testing: ORL testing on the fiber strands shall be performed at 1550 nm and the results provided to Licensee for approval and acceptance. Total ORL shall not exceed -50dB with a maximum single event loss not exceeding -30db.
4. Polarized Mode Dispersion (PMD) Testing: PMD Testing on the fiber strands shall be performed and the results provided to the Licensee for approval and acceptance. PMD shall not exceed 0.2 ps/sqrt(km).
5. Chromatic Dispersion (CD) Testing: CD testing shall be done at 1550nm and 1625nm wavelengths, with results provided to the Licensee for approval and acceptance. CD shall being less than 18.0 ps/(nm*km) at 1550nm and 22.0 ps/(nm*km) at 1625nm

C. Operating Minimum Standards during Term.

1. Licensee expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

D. Maintenance and Response to Outages.

1. In the event of a Fiber Network failure and, after notification from Licensor about the failure, Licensee expects the Fiber Network to be fixed within two (2) hours in order for Licensee to meet its service level agreement requirements with the Wireless Carriers.