

CONSENT TO LICENSE AGREEMENT

The City of San Diego, a municipal corporation ("CITY"), as LESSOR under that certain Lease Agreement entered into with American Tower, L.P., a Delaware limited partnership ("Lessee") and filed in the Office of the City Clerk as Document No. R-301101 (the "Master Lease"), consents to that certain License Agreement between the above LESSEE and Skyriver Communications, Inc., a Delaware corporation, its successors, assigns, parents, affiliates and subsidiaries ("LICENSEE") to be executed subsequent to the execution of this Consent to License Agreement (the "License Agreement"), in conformance with Exhibit A. The License Agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving the LICENSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the License Agreement. The CITY is not bound by any term or condition in the License Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

This consent is subject to the following conditions:

ASSIGNMENT AND SUBLICENSING: LICENSEE shall not assign the License Agreement or sublicense the premises or any part thereof without the prior written consent of LESSEE and the City of San Diego. An assignment by operation of law shall automatically terminate the Sublicense.

HOLD HARMLESS: LICENSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the licensed premises, the condition of the premises or from any act or omission of LICENSEE, his agents and invitees; provided, however, LICENSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: LICENSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the licensed premises. Minimum coverage shall be five million dollars (\$5,000,000) COMBINED SINGLE LIMIT LIABILITY. An insurance certificate evidencing such policy of insurance shall be filed with CITY and shall name the City of San Diego, its elected officials, officers, representatives, agents, and employees as additional insureds by separate endorsement. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees.

SUBORDINATION: The License Agreement is in effect a sublease of a portion of the premises covered by the Master Lease. The License Agreement is subject to and subordinate to the covenants and conditions of the Master Lease.

CITY:
THE CITY OF SAN DIEGO

Dated 3/28/12

By [Signature]
Real Estate Assets Director

APPROVED AS TO FORM AND LEGALITY:

JAN F. GOLDSMITH
~~MICHAEL J. AGUIRRE~~, City Attorney

Dated 3/28/12

By [Signature]
Deputy City Attorney

Dated 10/14/2011

LESSEE:
American Tower L.P., a
Delaware limited partnership

[Signature]
By: Richard Rossi
Its: Vice President, Contract Management

Dated 10/7/2011

LICENSEE:
Skyriver Communications, Inc., a
Delaware corporation

By: [Signature]
Its: CFO

City of San Diego
R/E Assets Department
James Anthony
1200 3rd Ave, Suite 1700
San Diego, CA 92101

FedEx:
794626078544

EXHIBIT A						
Skyriver Communications Inc.					Mt. Woodson CA 2	
GROUND SPACE REQUIREMENTS						
PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxWxH (ft))			N/A Sq. ft. N/A			
INSIDE ATC SHELTER	DIMENSIONS (LxWxH (ft))		N/A			
CUSTOMER SHELTER	DIMENSIONS (LxWxH (ft))		N/A	PAD FOR SHELTER	DIMENSIONS (LxW (ft)) N/A	
STCOP	DIMENSIONS (LxW (ft))		N/A			
OUTDOOR CABINETS	QUANTITY OF CABINETS		N/A	DIMENSIONS (LxWxH (ft))	N/A	
PAD FOR CABINETS	DIMENSIONS (LxW (ft))		N/A			
BACKUP POWER REQUIREMENTS						
GENERATOR NOT REQUIRED?	☒		ATC SHARED GENERATOR		SHARED GENERATOR PEAK USAGE (KW) N/A	
INSIDE CUSTOMER SHELTER	GENERATOR (to be located inside primary leasing area)		GENERATOR (to be located outside primary leasing area)			
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft)) N/A						
MANUFACTURER	N/A		MAKE / MODEL		N/A	
CAPACITY (KW)	N/A		FUEL TYPE		N/A	
PAD FOR GENERATOR	DIMENSIONS (LxW (ft))		N/A			
FUEL TANK	DIMENSIONS (LxW (ft))		TANK SIZE (gal)		N/A	
PAD FOR FUEL TANK (if required)	DIMENSIONS (LxW (ft))		N/A			
SECONDARY GROUND LEASE AREA REQUIREMENTS						
Will supplementary ground space be needed to accommodate additional equipment? Y ☐ N ☒						
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft)) N/A Sq. ft. N/A						
ADDITIONAL EQUIPMENT: N/A DIMENSIONS (LxWxH (ft)) N/A						
ADDITIONAL EQUIPMENT: N/A DIMENSIONS (LxWxH (ft)) N/A						
POWER/TELCO REQUIREMENTS						
POWER PROVIDED BY:		UTILITY COMPANY DIRECT ☒		ATC PROVIDED Average monthly power consumption (KWH units) N/A		
TELCO/INTERCONNECT REQUIREMENTS:		POTS ☐ T1 ☐		MICROWAVE ☒ FIBER OPTICS ☐		
TRANSMITTER SPECIFICATIONS (& RECEIVER)						
TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver		Transmitter & Receiver		Transmitter & Receiver	
QTY of TRANSMITTERS/RECEIVERS	1		1		1	
MANUFACTURER	Trango		Proxim		Proxim	
TYPE & MODEL	Access 5830		Tsunami MP-11		Tsunami MP-16	
TYPE of TECHNOLOGY	WiFi		WiFi		Wimax	
TX POWER OUTPUT	20 dBm		20 dBm		20 dBm	
*ERP (Watts)	25 watts		25 watts		25 watts	
ELECTRIC SERVICE REQUIRED (Amps/Volts)	20 Amps/120 Volts		20 Amps/120 Volts		20 Amps/120 Volts	
ANTENNA EQUIPMENT SPECIFICATIONS						
EQUIPMENT TYPE:	Panel		Panel		N/A	
RAD CENTER AGL (ft)	15'		15'		N/A	
EQUIPMENT MOUNT HEIGHT (ft)	60'		60'		N/A	
EQUIPMENT MOUNT TYPE	Side Arm		Side Arm		N/A	
EQUIPMENT MANUFACTURER	Proxim		Mars		N/A	
EQUIPMENT MODEL #	333R-A00-90		MA-WB55-20		N/A	
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	21"x 14" x 1"		22.6" x 4.7" x 4.5"		N/A	
EQUIPMENT WEIGHT (per elem. in lbs.)	5 lbs		2 lbs		N/A	
EQUIPMENT QUANTITY	1		2		N/A	
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0180/240"	185		185		N/A	
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1		2		N/A	
TX FREQUENCY	3.70 GHz		5.8 GHz		N/A	
RX FREQUENCY	3.70 GHz		5.8 GHz		N/A	
Is equipment using unlicensed frequencies?	Yes		Yes		N/A	
ANTENNA GAIN	14		20 dBi		N/A	
TOTAL # of LINES for equipment in column	1		2		N/A	
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	1		2		N/A	
LINE TYPE	CAT5		CAT5		N/A	
LINE DIAMETER / SIZE	1/4"		1/4"		N/A	