SECOND AMENDMENT TO MASTER PERMIT FOR ATTACHMENT OF COMMUNICATION EQUIPMENT TO THE CITY OF LOS ANGELES STREET LIGHTING POLES

This Second Amendment to Master Permit for Attachment of Communication Equipment to the City of Los Angeles Street Lighting Poles ("Second Amendment") is made as of May 14, 2018 ("Effective Date"), by and between Bureau of Street Lighting of the City of Los Angeles ("BSL"), and Los Angeles SMSA Limited Partnership, dba, Verizon Wireless and its Affiliates (collectively, "Applicant"). "Affiliates" means any entity doing business as Verizon Wireless as well as any entity controlling, majority-owned, or controlled or under common voting control by one of the parties, or a contractual or joint venture partner, possessing rights, whether by contract or otherwise, with respect to the respective rights or obligations herein.

RECITALS

A. WHEREAS, BSL and Applicant entered into that certain Master Permit for Attachment of Communication Equipment to the City of Los Angeles Street Lighting Poles dated December 29, 2012 ("Original Permit") pertaining to Applicant installing and operating Communication Equipment on light poles (the "Light Poles") owned by BSL. The Original Permit was supplemented by the Memorandum of Understanding dated January 29, 2014 (the "Addendum"), which Addendum was attached as Exhibit B to an amendment to the Original Permit entered into between Applicant and BSL (collectively, the "Parties" and individually, the "Party") on November 8, 2016 (the "First Amendment"). The Original Permit, the Addendum, and the First Amendment are collectively referred to herein as the "Master Permit";

B. WHEREAS, BSL and Applicant now desire to amend the Master Permit to, among other things, address certain goods and services to be provided by Applicant to BSL in exchange for certain adjustments to the attachment rate and permitting requirements for Applicant’s Communication Equipment;

C. WHEREAS, Applicant agrees that the deployment of wireless technology will help provide the foundation for digital inclusion and digital equity in the City of Los Angeles ("City"); and

D. WHEREAS, BSL intends to take into account the advancement of digital equity in approving permits for small cell attachments.

Now, therefore, in consideration of the Recitals, which are incorporated as part of this Second Amendment, BSL and Applicant now amend, as of the Effective Date, the Master Permit as follows:

1. The following Sections 22, 23, and 24 are hereby inserted into the Master Permit and shall hereafter be and read as follows:

"22. Applicant In Lieu Goods and Services –

a. Copper Theft Monitoring. Applicant will provide BSL free of charge for a period of twenty four (24) months a Copper Theft Monitoring with Video Surveillance
solution comprised of twenty five (25) Applicant Video Nodes that will leverage twenty five (25) Smart City Hubs deployed as part of the Intelligent Lighting solution described below.

b. **Environmental Monitoring.** Applicant will provide BSL free of charge for a period of twenty four (24) months sixty (60) Environmental Monitoring sensor packs that will leverage Smart City Hubs deployed as part of the Intelligent Lighting solution.

c. **Intelligent Lighting.** Applicant will provide BSL free of charge for a period of twenty four (24) months ten thousand (10,000) lighting control nodes, of which three hundred (300) will be Smart City Hubs that will enable lighting control with additional sensor expansion capabilities, with a management dashboard. BSL will ensure existing lighting in mutually determined locations is compatible with lighting controls to be deployed by Applicant.

d. **Digital Signage, Content Creation and Management.** Applicant will provide BSL free of charge for a term of thirty six (36) months a media player, content management system, and wireless data plan for a digital signage deployment at thirty five (35) locations. BSL will be responsible for providing content, digital signage screens, and attachment to BSL assets at no cost for digital signage.

e. **Community Outreach and Consulting Services.** Verizon will provide to BSL free of charge for a period of twenty four (24) months consulting services so that BSL staff can conduct educational outreach, training and consulting services.

f. **Advanced Systems Partnership.** Applicant will form a development partnership with BSL and other partners within the City with an initial term of two years. The partnership will establish program goals, define demonstration areas within the City of Los Angeles, and serve as a development vehicle for advanced systems to help facilitate, among other things, more efficient municipal asset management, advanced transportation development, emerging technologies, and public safety improvements. The partnership will also include a City Solutions Accelerator focused on developing innovative solutions on a street light-based platform at the intersection of Smart City infrastructure and autonomous transport, with a goal of developing multiple high impact, city-wide solutions. The City Solutions Accelerator will be capitalized to provide funding to develop technological solutions to address urban challenges.

g. **Modification of Smart City Solutions.** At any time, the Parties may mutually agree to modify any of the solutions set forth in Subsections a, b, c and d above (collectively, the “Smart City Solutions”) provided by Applicant, including changing the location or timing of deployment of individual Smart City Solutions or replacing individual Smart City Solutions with alternative solutions offered by Applicant (“Replacement Solutions”), so long as any such modification is of comparable value as determined by the Parties and any such Replacement Solution is provided to BSL.
h. **Smart City Solutions Agreements.** The Advanced Systems Partnership, including the City Solutions Accelerator, the Community Outreach and Consulting Services, and the Smart City Solutions described above, as well as any Replacement Solutions, will be provided pursuant to follow-on agreements (collectively, “Smart City Agreements” and, individually, “Smart City Agreement”) which shall be negotiated in good faith by the Parties within one-hundred and twenty (120) days of the Effective Date, which time frame may be extended by mutual agreement of the Parties. These Smart City Agreements will contain terms and conditions applicable to the solutions referenced in Subsections a, b, c, d, e and f above and will be mutually agreed upon. Applicant’s obligation to perform under the Smart City Agreements is contingent upon City Council approval of the subsequent agreement, incorporating the terms herein, referenced in Section 3 of the Second Amendment. If despite the exercise of their best efforts, the Parties are unable to agree to terms of the Smart City Agreements or the City Council does not approve the subsequent agreement, then Attachment C-1 (“Attachment Fees”) shall be voided and the annual fees assessed previously under the Master Permit shall be immediately reinstated and applied retroactively to any applications approved under this Second Amendment.

i. **Follow-On Services.** Following the expiration of the applicable term of each Smart City Agreement during which Verizon provides services free of charge to BSL, the Parties agree that BSL may continue to receive such services, subject to the City Charter and City contracting rules and availability by Verizon, at rates, terms and conditions to be negotiated by the Parties. Ownership of equipment associated with the Smart City Solutions referenced in Subsections a, b, c and d above shall transfer to BSL after expiration of the term associated with each such solution.

23. **BSL Permitting** –

a. **No Zoning.** Except as may be required by applicable law, including but not limited to Historic Preservation Overlay Zone or specific plans adopted by City Council Ordinance, installation of Applicant’s Communication Equipment will be achieved by permit only, with no zoning approvals required for any antennas or equipment.

b. **Make-Ready.** BSL will increase capacity to complete make ready work within thirty (30) calendar days of approval of an application. Construction-ready poles will be handed off by BSL within three (3) days of completion of make-ready work.

c. **Integrated Poles.** Starting January 2019 or when BSL issues relevant industry guidelines or policies, whichever is later, and where new poles are required, all site permits approved that are on local and collector streets (non-industrial zoning) will, on an industry-neutral basis, require use of integrated poles, or other mutually-agreed upon poles that are designed to accommodate current technology in an aesthetically acceptable manner. These poles may be required in other areas due to aesthetic concerns.

d. **Comparable Treatment.** If BSL should provide any entity terms or similar terms for the attachment of small cells to BSL Light Poles better than those specified
in the Master Permit, BSL will inform Applicant the same business day such
terms go into effect. The Parties will promptly meet to diligently negotiate in
good faith terms to place Applicant in as good a position as such other entity.

24. General –

a. **No Preemption.** For a term of ten years after the Effective Date, the terms of this
Second Amendment will not be preempted or impacted in any form or manner by
any changes or enactments made by any state or federal entity unless mutually
agreed to in writing by the Parties.

b. **Modifications.** No change, amendment to or modification of the Master Permit
will be valid unless mutually agreed upon in writing. The Parties acknowledge that
the Master Permit may require an amendment from time to time to address issues
which may arise, including but not limited to unforeseen circumstances, advances
in technology, legal matters, and other issues which may result in refinements to
the Master Permit. Accordingly, BSL agrees that the Director of the Bureau of
Street Lighting (Director) is hereby authorized to amend the Master Permit without
additional approval as long as such amendment is within the scope of the Director’s
legal authority at the time such amendment is to be executed.

c. **Waiver.** The failure of either Party to insist upon or enforce performance by the
other Party of any provision of the Master Permit, or to exercise any right or
remedy under the Master Permit or otherwise by law, will not be construed as a
waiver or relinquishment of such Party’s right to assert or rely upon the provision,
right, or remedy in that or any other instance; rather the provision, right or remedy
will be and remain in full force and effect.

d. **Publicity.** Marketing, advertising, promotional materials, press releases or other
public announcements regarding this Agreement and the activities hereunder, will
be made only after receiving the prior written consent of the other Party, except as
required by law, in which case the other Party will be consulted to the extent
reasonably practicable as to the content and timing of such release, announcement
or statement. To the extent a Party speaks individually to third parties with regard
to the terms of this Amendment, including in pole attachment negotiations with
other public and private entities that are not a party to this Second Amendment, it
shall do so in a holistic manner including reference to the In Lieu Goods and
Services provided by Applicant to BSL hereunder. Notwithstanding the foregoing,
each Party may generally describe the collaborative nature of the relationship with
the other Party in presentations and proposals. In addition, each Party may publicly
disclose general performance results of the Smart City Solutions, but shall only
disclose specific metrics related to such results with the prior consent of the other
Party which shall not be unreasonably withheld. Nothing in this section obligates
either Party to obtain prior consent to state publicly that BSL is receiving, or
Applicant is providing, value to the City that is equivalent to that which would
otherwise be paid by Applicant under Attachment C of the Master Permit. Nothing
in this section restricts or obligates specific action by BSL in responding to a lawful
request made under the California Public Records Act or any other legal or accounting requirement.

e. **Property Taxes.** If Applicant pays property tax on an interest that is vested in Applicant under this Amendment, then Applicant has no right to recover that tax from City.

2. The following from the Master Permit is hereby changed as follows:

a. **Term.** Subsections (i) and (ii) of Section 6 of the Original Permit are deleted and replaced with the following:

   "(i) the date the Applicant’s Communication Equipment has been attached or (ii) one hundred and twenty (120) days after the streetlight pole to which the Communication Equipment is to be attached has been “handed off” by BSL as construction ready, and terminates on the day before the fifth (5th) annual anniversary of the Commencement Date."

b. **Compensation, Invoicing and Payment—Subsection 9(a) of the Original Permit is hereby deleted in its entirety and replaced with the following:**

   a. **Payments.** Applicant will be responsible for the annual payment costs associated with the attachment of this equipment to the City’s streetlight poles as shown in Attachment C and Attachment C-1, as applicable. Attachment costs pursuant to Attachment C shall be adjusted on an annual basis as provided in Attachment C.

c. **Confidentiality.** Section 15 of the Original Permit is hereby deleted in its entirety and replaced with the following:

   "15. Confidentiality

   a. **Non-disclosure.** Neither Party shall disclose any Confidential Information obtained pursuant to this permit to any third party, including any affiliates of Applicant, without the express prior written consent of the other Party except as required or permitted by law. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information that meets the definition of a trade secret as defined in California Evidence Code Section 1061. Both Parties agree and acknowledge that the Master Permit (including any and all amendments) and any and all individual site permits issued by BSL pursuant to the Master Permit are not considered "Confidential Information." Confidential Information shall not include information that is or becomes publicly available without breach of the Master Permit."
b. **Coordination.** If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the California Public Records Act, Government Code section 6250 et seq. (the "CPRA") or any City ordinance, resolutions or regulations implementing this state statute), or similar processes, to disclose any of the Confidential Information, the City will provide the Applicant with prompt written notice (via email). The Applicant acknowledges that the City is subject to the CPRA and must comply with its obligations thereunder. Accordingly, should the Applicant mark information as confidential and/or assert that any Applicant information is not subject to disclosure under a CPRA or other third party request, the Applicant must also provide a separate copy of the information with all identified Confidential Information completely redacted. The Applicant shall be solely responsible, at its sole cost and expense, for seeking a protective order or other legal steps the Applicant deems necessary to protect such requested Confidential Information from disclosure by the City in response to a third party request for disclosure. Notices under this provision shall be sent to eric.f.reed@verizon.com.

c. **Indemnification.** The Applicant undertakes and agrees to defend, indemnify, and hold harmless the City and any of its boards, departments, officers, agents, and employees (collectively, the “City”) from and against all suits, claims, and causes of action brought against the City for the City’s refusal to disclose any of Applicant’s trade secrets or Applicant’s other technical, financial, or other information to any person making a request pursuant to the CPRA or other similar third party request. The Applicant’s obligations herein include, but are not limited to, all reasonable attorney’s fees (in-house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants), as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Applicant’s obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to the Applicant of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. The Applicant shall receive prompt notice from the City of any (1) communication to the City challenging the City’s refusal to disclose the Applicant’s information, and (2) any complaint or petition to the court challenging the City’s refusal to disclose the Applicant’s information.

d. **Prior NDA.** The Parties acknowledge that, upon the issuance of this Second Amendment, the Non-Disclosure Agreement entered into by the City of Los Angeles and Applicant on September 21, 2017, expires.

d. **Survival.** Section 18 of the Original Permit is hereby deleted in its entirety and replaced with the following:
“18. **Survival** - Sections 15 (Confidentiality) and 16 (Indemnification) will survive expiration or termination of this Agreement for any purpose.”

e. **Attachment Fees.** Attachment C-1 will be added to the Master Permit setting an annual attachment rate of $175 per pole for a maximum of one thousand (1000) poles. The annual attachment rate of $175 per pole is provisionally conditioned upon the provision of Applicant Goods and Services as set forth herein. The $175 attachment rate shall be in effect for an initial term of ten (10) years for each pole. The start of the 10-year term for each pole will begin when Applicant’s Communication Equipment is attached to the pole or one hundred and twenty (120) days after the pole is “handed off” as construction ready, whichever occurs sooner. Prior to expiration of the initial 10-year term, the City and Verizon shall meet to negotiate extension of the rate term and if unable to reach agreement, the rate will revert to that set forth in Attachment C.

f. **Permit Time Frames.** Section 1(a) of the Addendum is hereby deleted in its entirety and replaced with the following:

“All applications for permits to attach Communication Equipment to BSL street light poles at a given location will be approved within thirty (30) calendar days of receipt of a completed application. The foregoing time frames are inclusive of all City department, agency, commission, board and other approvals required for issuance of a permit (including issuance of Site, Encroachment and Excavation permits). BSL agrees to process all necessary permits for a minimum of twenty (20) given locations per week. BSL agrees to partner with Applicant to expeditiously work through any permitting issues that may arise.”

g. **Miscellaneous.** Section 5 of the First Amendment is hereby deleted in its entirety and replaced with the following:

**Miscellaneous.** The Parties acknowledge that the Master Permit is a permit, with conditions, allowing the use of BSL streetlight poles, and does not constitute a contract between the Parties. All capitalized terms contained in this Amendment that are not expressly defined herein shall have the same meanings, if any, as are ascribed to such terms in the Master Permit or otherwise referred to therein. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Master Permit, this Amendment shall control to the extent of such conflict or ambiguity. In the event of any conflict or ambiguity between the terms and provisions of the Master Permit as amended by this Amendment and Attachment A to the Master Permit which sets forth the BSL Policy, Specifications, and Procedures for Communications Installations on Street Light Poles (“Attachment A”), Attachment A shall control to the extent of such conflict or ambiguity.

3. **Miscellaneous.** The Parties acknowledge that the Master Permit is a permit, with conditions, allowing the use of BSL streetlight poles, and does not constitute a contract between the Parties. All capitalized terms contained in this Second Amendment that are not expressly defined herein shall have the same meanings, if any, as are ascribed to such terms in the Master Permit or otherwise referred to
therein. In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Master Permit, this Second Amendment shall control to the extent of such conflict or ambiguity. In the event of any conflict or ambiguity between the terms and provisions of the Master Permit as amended by this Second Amendment and Attachment A to the Master Permit which sets forth the BSL Policy, Specifications, and Procedures for Communications Installations on Street Light Poles ( "Attachment A"), Attachment A shall control to the extent of such conflict or ambiguity. The Parties agree that the terms of this Second Amendment will be incorporated, by reference or as otherwise agreed to by the Parties, into a subsequent agreement to be submitted to City Council for approval, except that the maximum number of poles subject to the $175 attachment rate included in such subsequent agreement shall be at least three thousand (3000) and the Smart City Solutions shall be adjusted upward accordingly as mutually agreed to by the Parties.

Now, therefore, intending to be bound by this Second Amendment, BSL and Applicant have duly executed this Second Amendment on the date(s) set forth adjacent to the signatures below, and such date (or the later date if there is more than one) shall be the "Effective Date" of this Second Amendment and inserted in the first paragraph above.

BSL

Bureau of Street Lighting
City of Los Angeles

By: ____________________________
Name: Norma Isahakian
Title: Executive Director
Date: 5/15/18

Applicant

Los Angeles SMSA Limited Partnership
dba Verizon Wireless and its Affiliates
by AirTouch Cellular, general partner,

By: ____________________________
Name: Nicola Palmer
Title: Chief Network Engineering Officer
Date: 5/14/18
EXHIBIT 1
ATTACHMENT C-1
ATTACHMENT OF COMMUNICATION EQUIPMENT TO UP TO 3000 CITY STREET
LIGHTING POLES

FEES

This document identifies the one-time and annual fees required for submittal of attachment requests and
attachment of equipment to the City of Los Angeles' streetlight poles. The Applicant is responsible to pay
the annual fees to the City of Los Angeles, Bureau of Street Lighting as described below. These fees will
be in place for a term of ten (10) years. The start of the 10-year term for each pole will begin when
Applicant's Communication Equipment is attached to the pole or one hundred and twenty (120) days after
the pole is "handed off" as construction ready, whichever occurs sooner. The annual attachment rate of
$175 is provisionally conditioned upon the provision of Applicant In Lieu Goods and Services as set forth
in the Second Amendment to Master Permit for Attachment of Communication Equipment to the City of
Los Angeles Street Lighting Poles.

<table>
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<tr>
<th>ONE TIME FEE (for every group of 10 locations)</th>
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<tr>
<td>ANNUAL FEE PER POLE*</td>
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<td>2017-18 ANNUAL FEE PER POLE</td>
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<tr>
<td>ANNUALIZED VALUE OF APPLICANT IN LIEU GOODS AND SERVICES</td>
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<tr>
<td>ADJUSTED CASH FEE</td>
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Compensation, Invoicing and Payment –

- **Payments** - Applicant will be responsible for the adjusted cash fee associated with the attachment
  of Communication Equipment to the City's street lighting poles as shown in Attachment C-1. No
  new or additional recurring fees (such as right-of-way access) or any other fees outside of those set
  forth on this Attachment will be imposed by the City on Applicant for attachment of
  Communication Equipment to street lighting poles. Please refer to Section 6 of the Master Permit,
  as revised by the Second Amendment, for Commencement Date.

- **Invoicing** - Applicant shall be invoiced annually. All invoices forwarded for payment to the
  Applicant will be due in thirty (30) days from submittal. Any invoice delinquent after sixty (60)
  days upon receipt of invoice shall be delinquent and late penalties of $25.00 will be included for
  every seven (7) calendar days in arrears. Delinquency of any payment will be grounds for
  termination of the Master Permit such payment is not made within ten (10) business days of notice
  of such delinquency being received by Applicant.

*Up to one thousand (1000) Poles. This agreement may be superseded by a subsequent amendment that
will go up to at least three thousand (3000) poles upon City Council's approval.