

EXHIBIT A

ANTENNA SITE LEASE AGREEMENT

This lease of space on the roof-top site of Bethlehem Tower, 801 Tupper Street, Santa Rosa CA 95404 and agreement to provide certain access to equipment mounted within that space has been entered into between Bethlehem Tower Affordable LP, a California Limited Partnership, having its principal place of business at 100 Spectrum Center Dr., Ste 830, Irvine, CA 92618 hereinafter known as "Lessor" and City of Santa Rosa, having its principal place of business at 100 Santa Rosa Ave., Santa Rosa, CA 95404 hereinafter known as "Lessee"

AGREEMENT

1. PREMISES: Lessor is the owner of the parcel of land (the "Land") and building (the "Building") located at 801 Tupper Street, Santa Rosa CA 95404 (the Land and Building are collectively, the "Premises")
 - {a} Lessor proposes to provide Lessee with non-exclusive space upon its rooftop site to permit installation, operation, maintenance, repair and removal of Lessee's antenna(s)/equipment and its related equipment (Not to exceed twelve (20) square feet of floor space) at the sole cost of the Lessee. Lessee shall use the Premises only for the purpose of providing the services for which it has received all necessary governmental approvals. Lessee agrees that Lessee's antenna(s)/equipment and related equipment shall be considered Lessee's personal property. No other rights are granted herein. Lessor makes no warranties, implied or otherwise as to the fitness of the Premises for Lessee's intended use. Said antenna(s)/equipment are to be located with an orientation and at a sufficient height to permit efficient reception of the Lessee's signal. It is understood that the Lessee's radio frequency and other characteristics will not interfere with any frequencies and/or characteristics already in operation at the location.
 - {b} Lessor and Lessee acknowledge and agree that the relationship between them is solely that of Lessor and Lessee and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participating in a joint or common undertaking. Neither party, nor its employees, agents or representative, shall have any right, power, or authority to act or create any obligation, expressed or implied on behalf of the other.
2. TERM: The term of this lease shall commence as of September 1, 2020 and shall continue for sixty (60) calendar months. This agreement shall automatically renew for (1) additional period of sixty (60) calendar months unless Lessee or Lessor notifies the other in writing at least ninety (90) days prior to the expiration of the term of its intention not to extend the term. Upon expiration of the Initial Renewal Term, this agreement shall automatically be extended on a month to month basis (each month is a "renewal term") unless Lessee or Lessor notifies the

other in writing at least ninety (90) days prior to the expiration of the Initial Renewal Term of its intention not to extend the Initial Renewal Term.

3. RENT: The rental rate for the first year shall be \$2,500 per month, due and payable on the first day of every month. Rent amount will be increased annually by four percent (5%). Note: The Lessor will not invoice.
4. UTILITIES: In addition the Lessee will pay the Lessor \$TBD per month to defray the cost of electrical power usage from the Lessee's equipment. It is understood and agreed that the actual cost of electrical service to the Lessee's equipment may be difficult to determine with accuracy and the amount agreed upon may not always be equivalent to the amount consumed.
5. COSTS RELATED TO OCCUPATION OF LEASE SPACE: Lessee agrees that all construction and installation of work shall be performed at Lessee's sole cost and expense, in a neat, responsible and workmanlike manner using generally accepted construction standards consistent with such reasonable requirements as shall be imposed by Lessor. Additionally, Lessee will honor Lessor's tenants' right to quiet enjoyment and will exercise sound judgement to see that Lessor's tenants and other lessees are minimally impacted by Lessee's presence. Lessee represent and warrants that it shall obtain at its sole cost and expense, prior to start of construction all necessary federal, state, and municipal permits, licenses and approvals. Lessee's antenna(s)/equipment and related equipment shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Lessee's operations. Lessee shall prominently label any equipment with appropriate safety warnings when human exposure to radio frequency radiation may exceed the safety standards.
6. REMOVAL OF SITE EQUIPMENT: Lessee at its sole cost and expense shall remove the antenna(s)/equipment and related equipment. Lessee will return the Premises to Lessor in the condition in which it existed upon original installation of antenna(s)/equipment and related equipment; reasonable wear and tear excepted, by the termination date of this agreement.
7. TERMINATION: This lease is subject to termination by either the Lessor or the Lessee without further liability on (30) days prior written notice by either party upon a default of any terms which is not cured within sixty (60) days receipt of written notice of default. Exception: this Agreement shall not be terminated if the default cannot reasonable be cured within a (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion.
8. ACCESS TO ANTENNA: Lessor and Lessee acknowledge that access hours will be regular business hours 8:00 am – 5:00 pm daily, Sunday through Saturday. Lessee shall give Lessor 24 hour notice prior to accessing the Premises and provide name of person or company authorized to access Lessee's space. In the event of an emergency, Lessee may access the Premises at any time and without prior notification to Lessor, provided Lessor is notified as soon as reasonably possible. It is understood between both parties that security and safety is of the utmost importance to prevent either property damage or personal injury. Therefore upon entering and exiting the site, the doors will be locked (and checked) at all times by whoever enters and/or exits these areas to prevent unauthorized entry to the rooftop site. Any violation constitutes just cause to void this lease agreement at the discretion of the Lessor

9. **INSURANCE:** Throughout the term of this lease Lessee shall, at Lessee's sole cost and expense, keep all improvements located on the Premises insured against loss or damage by fire and such other risks, including without limitation vandalism and malicious mischief. Maintain comprehensive broad form liability insurance protecting against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the premises attributable to Lessee's occupancy or actions on the premises in the amount of one million dollars (\$1,000,000) per occurrence. Lessor shall be named as an additional insured under such insurance and shall be provided with a certificate of such insurance specifically naming Lessor as a certificate holder.
10. **PROOF OF COMPLIANCE:** Lessee shall continuously provide Lessor with dated current proof of compliance of insurance requirements. Failure to provide proof of insurance will be considered default of lease and just cause to terminate lease.
11. **HOLD HARMLESS/INDEMNIFICATION:** Lessor shall indemnify and hold Lessee and its partners, directors, officer, employee, representative and agents (Lessee Agents) harmless from and against any and all liability, damage, loss, cost, expense, claim, alleged claim or cause of action (including reasonable attorney's fees, costs and expense of defending against such claims) (a "Claim") of any nature arising out of or in connection with arising from the negligence or willful misconduct of Lessor and or Lessor's agents or employee in or about the Premises or Lessor's failure to comply with the terms of this agreement. Lessee shall indemnify and hold Lessor, and its partners, directors, officers, employees, representative, and agents (Lessor's Agents) harmless from and against any and all third-party Claims arising out of or in connect with the {a}Lessee's use, operation, maintenance, repair or replacement of the antenna(s)/equipment and related equipment, materials on the Premises by Lessee or Lessee's agents, assigns, employee, contractors, sub-contractors (Lessee's Agents) OR {b} Any work performed by or required to be performed by Lessee or Lessee's Agents under this Agreement {c} Negligent acts or omission of Lessee ore Lessee's Agents or {d} Lessee's failure to comply with the terms of this Agreement.
12. **LIMITATION OF LIABILITY:** In no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages whatsoever arising out of or in connection with this Agreement, including but not limited to, loss of profits, revenue, or use, incurred or suffered by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of damages.
13. **ENVIRONMENTAL:** As of the effective date of this agreement Lessee hereby represents and warrants that is shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation.
14. **SUBLEASE/ASSIGNMENT:** Upon receipt of Lessor's approval, not to be unreasonably withheld, Lessee may assign this Agreement in whole to any subsidiary, parent company, or any entity which is owner of a controlling interest in Lessee, provided that no such assignment shall serve to release Lessee from its duties and obligations hereunder. Lessee shall have no other right to assign or sublease its interest in the agreement. Lessor shall have the right to freely transfer and assign, in whole or in part, all of its right and obligations hereunder and in the Property

provided that such assignee agrees to be bound by the terms of this Agreement and no further liability obligation shall thereafter accrue against Lessor.

15. FORCE MAJEURE: Wherever there is provided in this lease a time limitation for performance by Lessor or Lessee of any act, the time provided for shall be extended for so long as and to the extent that delay in compliance with such limitation is due to strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemy, wars, riots, civil restrictions or regulations or controls, or other factors beyond the reasonable control of Lessor or Lessee respectively.
16. GOVERNING LAW: This lease will be governed by and interpreted in accordance with the laws of the State of California. In the event of any dispute that may arise out of or in connection with this Agreement which cannot be settled amicably by the parties, the prevailing party will be entitled to recover its attorneys' fees and costs in connection thereof.
17. NOTICES: All notices and demands shall be in writing, and deemed given if personally delivered or mailed certified mail return receipt requested or send by overnight carrier to the addresses listed below:

If to LESSOR:

Bethlehem Tower Affordable LP
c/o Reiner Communities LP
100 Spectrum Center Dr., Ste 830
Irvine, CA 92618

If to LESSEE:

City Of Santa Rosa Police Department
Attn: Keith Hinton
965 Sonoma Avenue
Santa Rosa, CA 95404

18. ENTIRE AGREEMENT: This Agreement contains contain the entire Agreement between the parties and supersedes all other agreements, written or oral, between the parties. Any amendments must be in writing and executed by both parties.

(SIGNATURE PAGE TO FOLLOW)

“LESSEE”

City Of Santa Rosa

BY: _____ DATE _____

Name: (printed) _____

Title: _____

“LESSOR”

Bethlehem TowerAffordable, L.P., a California limited partnership

By: Bethlehem TowerALP, L.P., a California limited
partnership,

its Administrative Limited Partner

By: Bethlehem Tower GP, LLC, a California limited liability
company,

its General Partner

By: _____

Ken J. Reiner, Manager