

LICENSE AGREEMENT

Identification of Parties

1. This License Agreement is entered into as of _____, 2008 between the MARIN EMERGENCY RADIO AUTHORITY (“MERA” or “Licensor”) and the KWMR (“Licensee”).

Description of Property

2. Licensor entered into a lease with the Martinelli Family (“Lessor”) as of July 1, 2006 (the “Lease”) under which it leases certain real property situated in Marin County, California described more particularly in the Lease (the “Property”). MERA has installed a radio transmission tower on the Property.

Grant of License; Consideration

3. Licensor grants to Licensee a License (the “License”) to perform the following acts on the portion of the Property depicted on Exhibit A (the “Licensed Area”): (i) to install an antenna on the MERA tower; (ii) to erect and maintain a shelter to house a transmitter; and (iii) to use a space for a source of power. Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent. Lessor under the Lease consented to Licensor's grant of this License on July 20, 2008. Licensee shall pay Licensor an annual license fee of \$1080 in exchange for the rights hereunder, payment of which is due on or before the date of this License and on or before each anniversary thereof.

Incidental Rights

4. The License includes the following incidental rights to use the Property: to maintain its facilities on the Property. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

License Conditioned by Compliance with Technical Specifications

5. Attached as Exhibit B are technical specifications (the “Specifications”). If Licensee engages in any action in violation of these Specifications, this License may be immediately revoked by MERA at its sole discretion.

License Conditioned by Licensor's Use

6. Under no circumstances shall KWMR engage in any action that interferes in any manner with MERA's use of the Licensed Area or Property. If KWMR does so, this License may be immediately revoked by MERA at its sole discretion.

License Nonassignable

7. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Licensed Area or Property is created or vested in Licensee by the grant of this License.

Revocation

8. Licensors may revoke this License upon at least thirty (30) days written notice to Licensee.

Termination of Occupancy

9. After receipt of a notice of termination from Licensors, Licensee, on or before the effective date of termination specified in that notice, Licensee shall remove all of Licensee's personal property from the Licensed Area and Property and shall surrender possession of the Licensed Area and Property to Licensors in good order and repair to the satisfaction of Licensors, normal wear and tear excepted.

Indemnity

10. Licensee, as a material part of the consideration to be rendered to Licensors under this Agreement, waives all claims against Licensors for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Licensee agrees to hold Licensors exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Licensee's use of the Property, or (b) Licensee's failure to keep its facilities or the areas of the Property it enters and surrounding areas clean and in good condition. Licensors shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Property or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Property, as well as all damage to occupants of the Property and to the property of those occupants caused by Licensee's misuse or neglect of the Property.

Insurance

11. Licensee further agrees to maintain in full force during the term of this License, at Licensee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Licensee and Licensors against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by Licensors.

Attorneys' Fees

12. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Notices

13. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to Licensor shall be addressed as follows:

Marin Emergency Radio Authority

_____, CA _____

Attention: Maureen Cassingham

Notices required to be given to Licensee shall be addressed as follows:

[KWMR]

Attention: _____

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Entire Agreement

14. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

[Signatures appear on the next page.]

Executed on _____ [date]

LICENSOR

MARIN EMERGENCY RADIO AUTHORITY

[signature of licensor]

[typed or printed name]

LICENSEE

[KWMR]_____

[signature of licensee]

[typed or printed name]

EXHIBIT A

Licensed Area

See attached Depiction of Licensed Area and Monopole Location.

Exhibit B

Minimum Technical Requirements

All equipment and/or systems shall conform to the following minimum standards before any testing or operation is initiated and during normal operation.

- 1) All transmitters shall be FCC approved and equipped with protection devices that meet the following minimum standards:

Minimum Isolation or Attenuation

<u>Frequency (MHz)</u>	<u>Isolation</u>	<u>2nd Harmonic Filters</u>	<u>Cavity Filters</u>
30 – 50	50 dB Minimum	40 dB Minimum	20 dB @ +/- 0.5 MHz
51 – 174	50 dB Minimum	40 dB Minimum	20 dB @ +/- 1.0 MHz
406 – 512	50 dB Minimum	40 dB Minimum	15 dB @ +/- 1.0 MHz
806 – 960	50 dB Minimum	40 dB Minimum	20 dB @ +/- 5.0 MHz

Other than above: Must be approved on a case by case basis.

- 2) All isolators, at the port nearest the antenna, shall be equipped with a continuous duty load rated at a power level equal to that of the transmitter output.
- 3) Only cable types listed below shall be used.

a) Triax	Belden 9222	
b) RG-9U	JAN-C-17-A	
c) RG-213/U	MIL-C-17D	
d) RG-214/U	MIL-C-17F	
e) RG-223/U	MIL-C-17F	
f) ¼” LDF	FHJ1-50	
g) ¼” Superflexable	FSJ1-50	
h) 3/8” LDF	LDF2-50	
i) ½” Superflexable	FSJ4-50B	LLFLEX12
j) ½” LDF	LDF4-50A	FLC-12-50J
k) 7/8” LDF	LDF5-50A	FLC-78-50J

Cables (a – j) must use fittings that have solder on center pins. Any fittings other than “N” or “BNC” must be thoroughly documented and approved by MERA.

- 4) All antenna locations utilizing MERA facilities must be approved by MERA.

- 5) All exterior cables shall be secured with insulated stainless steel band straps or any other cable-hanging device approved by MERA.
- 6) No changes in equipment, frequencies or RF Power shall be made without MERA approval.
- 7) Intermodulation Test Results (5th order) must be provided for all radio frequencies on the site.
- 8) A RF radiation hazard study must be provided which takes into account the ground level cumulative effects of all radio frequencies at the site.
- 9) No Smoking is allowed at the MERA site.
- 10) Only 4-Wheel Drive vehicles are allowed to access the site.
- 11) Access is to be only via the Martinelli Family authorized route.