

Licensee: BUYCO COMPANY INC

This Master License Agreement is made and entered into by and between TallyCo acting by and through its Legal Department, hereinafter called Licensor, and the above-named Master Licensee, hereinafter called Licensee.

WITNESSETH:

WHEREAS Licensee seeks to construct, install, operate and maintain radio transmitting and receiving antennas and/or other associated electronic equipment for wireless communications in the Tally Facilities and

WHEREAS Licensor has properties well suited for the antennas needed for wireless communications systems because they are extensive and located throughout the Facility, and because often they are adjacent to Semi Urban Areas but not located in the heart of residential areas; and

WHEREAS Licensor desires to improve services available to the Licensor Employees, to enhance communications systems within the Facility, and to add to its revenues by making wireless communications infrastructure consistent with other public uses of its property; and

WHEREAS Licensee proposes that the use of Licensor Facilities & properties can be an important option for the placement of antenna sites if the cost is competitive and the process of establishing sites is expedited; and

WHEREAS Licensor has determined to make certain of its properties available to wireless communications companies, on a fair and equitable basis, for use as antenna sites; and

WHEREAS Licensor may seek to provide the Employees with wireless telephone access to traffic information lines. If Licensor does so, Licensee shall cooperate in developing a program to provide Employees with wireless telephone access to information lines, and to create an emergency access line subject to Licensee's operational capacity;

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited; Licensor and Licensee agree as follows:

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MASTER LICENSE AGREEMENT

1. Master License Agreement.

This Master License Agreement (hereinafter, "Agreement") sets forth the basic terms and conditions upon which each Site (defined in Section 2 below) is licensed by Licensor to Licensee. Upon agreement between the parties with respect to the particular terms of a Site, the parties shall execute a completed "Site License" in the form attached hereto as Exhibit A and incorporated herein by this reference (the Site License Form may be modified in the future without amending the Agreement). In the event of a discrepancy or inconsistency between the terms and conditions of a particular Site License and this Agreement, the terms and conditions of the particular Site License shall govern and control.

2. Site License.

(a) Licensor owns highway and freeway right of way, including appurtenant airspace rights, fixtures and signs, buildings, yards, park and ride lots, excess land, and other real property acquired for, or to support, the State's transportation system. Each general location licensed ("Premises") is further described in the particular Site License and the particular portion of the Premises used by Licensee is referred to herein as a "Site" (or collectively described herein as "Sites"). Subject to the terms and conditions contained in this Agreement, and in the Site License relating to a particular Site, Licensor hereby licenses to Licensee and Licensee licenses from Licensor the Site on the Premises owned or controlled by Licensor, as described in the particular Site License. The Site License includes access to and from the Site, and to and from the closest public right-of-way and on and over the land of which the Premises and the Site are a part (subject to terms and conditions of each Site License, with special limitations for access from access-controlled highways and freeways) and access to appropriate utilities as set forth in Section 7. Each Site License shall act as a separate and independent agreement for each Site, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. It is understood and agreed that Licensee's right and license to place unmanned radio communications facilities on the Premises is non-exclusive, but that the Site shall be exclusive for Licensee's equipment, subject to the terms and conditions of this Agreement, including but not limited to co-location requirements contained herein. Further, Licensee's license and rights granted under this Agreement and the particular Site License are irrevocable until the expiration or sooner termination of this Agreement and/or the Site License, by their respective terms. The "Commencement Date" for each Site License shall be either the date Licensee receives all permits and approvals necessary to construct and operate its facility at the Site (at which time Licensor will issue an Encroachment Permit allowing construction/installation at the Site), or six (6) months from the date the Site License is executed ("Execution Date"), whichever occurs first. The period between the Execution Date and the Commencement Date shall be referred to herein as the "Local Permitting Period."

(b) Licensee may cancel a Site License at any time prior to the Commencement Date. The Local Permitting Period may be extended for two (2) additional three (3) month periods upon payment of twenty-five percent (25%) of the annual fee under the Site License for each three (3) month extension, and a showing of good faith efforts to obtain permits and/or

commence construction. Under special circumstances where the delay in obtaining permits and/or commencing construction is beyond the reasonable control of Licensee, Licensor may

grant extensions to the Local Permitting Period, upon the same payment terms as above.

3. Use.

(a) A Site may be used by Licensee only for the construction, installation, operation, replacement, removal, maintenance and repair (collectively "Operations") of an unmanned telecommunications facility, including required antennas and antenna support structures (as the same may be modified, added to and/or substituted from time to time), in accordance with the terms herein. Each such antenna and/or antenna support structure shall be configured as required by Licensee from time to time provided that Licensee obtains all permits and approvals required by applicable jurisdictions relative to any such desired configuration. Licensee shall have the right to park its vehicles on the Premises when Licensee is servicing its communications facility, subject to any conditions in the Site License. All operations by Licensee on the Premises or Site shall be lawful and in compliance with all applicable Federal Communications Commission ("FCC") requirements. Licensee shall, at its sole expense, comply with (and obtain and maintain such licenses, permits or other governmental approvals necessary to comply with) all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities applicable to its Operations or use of the Premises or Site. Licensee shall comply with any directive of any public officer or officers applicable to its Operations or its use of the Premises or Site (collectively "Laws"), which shall, with respect to Licensee's Operations, impose any violation, order or duty upon Licensor or Licensee arising solely from Licensee's use of the Premises subject, however, to Licensee's right to contest, in good faith, any such violation, order or duty. Licensee's Operations shall not interfere with the operations of Licensor, the traveling public, or any other users existing on the Commencement Date on the Premises. Licensor agrees to reasonably cooperate with Licensee, at Licensee's expense, in executing such documents or applications necessary or appropriate in order for Licensee to obtain and maintain, at Licensee's expense, such licenses, permits and other governmental approvals needed for Licensee's Operations. Licensor authorizes Licensee to make and prosecute applications for all such approvals. If Licensee is unable to obtain and maintain such licenses, permits or approvals (notwithstanding reasonable efforts to do so), Licensee shall so notify Licensor and the particular Site License shall immediately terminate.

(b) Licensee agrees to install, maintain, and operate its telecommunications equipment in accordance with the specific site standards more particularly described in each Site License and any other applicable statutes pertaining to the use of telecommunications and/or electronic equipment. In the event Licensee's installation, or Operation, in any way hinders, obstructs, or interferes with, the radio or electronic equipment of Licensor, or any tenant operating at the Premises as of the Execution Date of the applicable Site License, Licensee shall, at its sole cost and expense, upon receipt of written notification, forthwith cease the interfering operation, except for brief tests necessary for the elimination of the interference. Licensee shall conduct its Operations in compliance with all laws, orders, ordinances, and regulations of all federal, state, county, and municipal authorities. Licensor may execute any Site License upon the condition that Licensee's equipment shall be installed in such a manner to facilitate Licensor's telecommunication needs as set forth in Section 21 of this Agreement.

(c) If such hindrance, interference or obstruction cited in Subsection 3(b), is not eliminated or does not fully cease within thirty (30) days after written notice to Licensee by Licensor or any appropriate regulatory agency, Licensor shall have the right to order cessation

of Licensee's Operations at the Site as may be necessary to continuously eliminate said interference by giving ten (10) days prior written notice. In the event of Licensee's inability or refusal to eliminate such interference, Licensor may at its option additionally terminate the affected Site License and evict Licensee. Once Licensee has more than ten (10) Site Licenses in effect, if such uneliminated interferences occur at over twenty percent (20%) of Licensee's Sites occupied under this Agreement, Licensor may terminate this Agreement and evict Licensee from all its Sites on thirty (30) days' written notice.

(d) Any interference and compatibility testing required hereunder for radio interference with other equipment located at the Premises as of the Commencement Date, or Licensor's equipment installed at any time shall at the sole and reasonable cost of Licensee, be made by a qualified technical person representing Licensee and a representative designated by Licensor. If the test is satisfactory to both the technical person and Licensor representative, a certification of such test signed by both the technical person and the Licensor representative shall be forwarded to Licensor at locations indicated in Section 16. Any reasonable costs incurred by Licensor to conduct compatibility testing shall be reimbursed to Licensor within thirty (30) days after receipt of billing and reasonable supporting documentation.

(e) Any interference with Licensor's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment provided Licensee is given notice of such incident and is afforded the opportunity to cure such interference. Failure to do so promptly after notification of such interference will be grounds for immediate termination of the particular Site License and eviction of Licensee.

4. Term: Termination.

(a) The term of this Agreement shall expire on June 30, 2014. Tally Services may review and extend this agreement before its termination

(b) No new individual Site Licenses shall be entered into pursuant to this Agreement after June 30, 2013. The initial term of each Site License shall be ten (10) years commencing on the Commencement Date. Licensee agrees to begin the process of gaining the approvals necessary to the initiation of site construction immediately after the Execution Date. If, however, Licensee does not, in good faith, actively pursue a building permit within the "Local Permitting Period" (as may be extended pursuant to Subsection 2(b)), Licensor may terminate the individual Site License.

(c) Licensee shall have the option to renew each Site License for three (3) consecutive five (5) year periods on the same terms and conditions in effect during the initial term subject to Licensor's review and approval, with the exception of the amount of the License Fee (defined in Section 5, below) for use of the Site. However, the individual Site License for each Site shall be automatically terminated unless, at least sixty (60) days before the expiration of each five (5) year term, Licensee notifies Licensor of its intention to renew. This Agreement, as incorporated into each Site License shall remain in full force and effect during the term of that individual Site License. At the end of the initial term and each renewal term, the Site shall be reevaluated to determine if the License Fee should be readjusted due to a change in geographic area type as set forth in Subsection 5(b). The License Fee shall be automatically increased if Licensee's equipment is modified to a higher category under the provisions of Subsection 5(b), and such modifications shall require the written approval of Licensor.

(d) If, at any time during the term of an individual Site License, it becomes commercially inadvisable in Licensee's business judgment for Licensee to utilize that particular Site, or if any required certificate, permit, license or approval is denied, canceled or otherwise terminated so that Licensee is unable to use the Site for its intended purpose, Licensee may terminate the individual Site License. If Licensee terminates a Site License pursuant to this Subsection 4(d), Licensee will provide Licensor with a minimum of one hundred twenty (120) days' written notice of its intention to terminate the individual Site License and will, in the case of a business judgment termination only, compensate Licensor in an amount equivalent to the annual License Fee as liquidated damages for the early termination. In the event that less than one (1) year remains in the term of the individual Site License terminated by Licensee, Licensee shall pay to Licensor such liquidated damages an amount equal only to those installments due or to become due during the remainder of the term of the individual Site License .

(e) If Licensor's use of a Site makes it necessary for Licensee to remove or relocate its equipment and facilities to another location on the Premises or to another Licensor location near the Site, or if there is interference to or involving Licensee's Operations which cannot be resolved as set forth in Section 6, Licensee may elect to terminate the Site License for that Site, without penalty.

(f) Licensor may terminate an individual Site License if its own need for or use of a Site requires relocation of Licensee's facilities because of state transportation purposes, economic necessity or the best interests of the traveling public. To the extent practicable, Licensor shall provide Licensee with three hundred sixty-five (365) days' prior written notice of the termination of an individual Site License due to Licensor's required need for or use of the Site. If Licensor's own need for or use of a Site requires it to terminate an individual Site License within the first five (5) years of the Site License, Licensor shall credit Licensee, against fees payable or to be payable under other individual Site Licenses, for the construction costs and expenses actually incurred by Licensee in installing facilities on the Site, in an amount not to exceed \$60,000 for a macrocell site, \$40,000 for a minicell site or \$30,000 for a microcell site (as those terms are defined in Section 5 (a) (ii)), amortized over sixty (60) months straight line depreciation. (For example, if Licensee's construction costs and expenses were \$40,000, and Licensor terminated the Site License twenty four (24) months after the Commencement Date, Licensee would be entitled to a credit of \$24,000).

Licensor shall use its best efforts to find another suitable location for Licensee's facilities in the event that Licensor's need for or use of a Site requires relocation by Licensee. Licensee's obligation to pay a fee for the use of an individual Site shall cease, and a prorated portion of any advanced payment made by Licensee shall be returned to Licensee by Licensor upon the date that Licensee removes its equipment and restores the Site, as set forth in Subsection (g) below.

(g) Upon termination or other expiration of an individual Site License, Licensor shall have the option of (1) keeping the tower(s) or monopole(s) and ancillary improvements, such as buildings, vaults, equipment sheds and pads, in place (except for Licensee's equipment and antennas), or (2) requiring Licensee, on thirty (30) days' notice given before, or within sixty (60) days after, the expiration of the site license, to remove the tower(s), hardware,

building(s) and ancillary improvements (above and below ground) made by Licensee, and to return the Site to the condition existing on the Commencement Date, normal wear and tear and damage not caused by Licensee excepted, to the satisfaction of Licensor, at Licensee's sole cost and expense. If Licensor exercises its option to keep the tower and ancillary improvements in place on an individual Site, the following conditions shall apply: (1) Licensor shall accept the tower and ancillary improvements in their then existing condition, "AS-IS," without any representation or warranty, and Licensee shall have no further obligation with respect to the Site or such equipment, and (2) if the Site License is terminated pursuant to Subsections 4(e) or (f) above, then Licensee shall be entitled to a credit against other existing or future License Fees in an amount equal to the value of the tower and ancillary improvements retained by Licensor, based on their initial cost, not to exceed \$60,000, amortized over a ten (10) year period (straight-line amortization, e. g., 1/120th per month). To the extent reasonably practicable, Licensor will advise Licensee in writing prior to entering into a Site License of Licensor's desire to retain Licensee's Tower or ancillary improvements pursuant to this Subsection. The cost of the tower and ancillary improvements and Licensor's reimbursement obligation for the cost thereof may be modified in the individual Site Licenses.

If Licensor advises Licensee to remove its facilities, and Licensee refuses to do so, Licensor may remove the facilities and charge the cost and expense of removal to Licensee or deduct the costs and expenses from monies due Licensee under this Agreement, individual Site Licenses or any other agreements. Licensor, in its sole discretion, may allow some or all of Licensee's equipment to remain on Licensor's property. If no such monies are owed, Licensor may invoke any remedies provided herein or at law or equity to recover all monies owed. Except as otherwise provided herein, the fee for use of a Site terminated before the end of the term for that Site License shall not terminate until the later of (1) the effective date of the early termination or (2) the date on which Licensee has removed its equipment and restored the Site in accordance with Section 12(a) or (3) the date on which Licensor notifies Licensee of its election to exercise its option to accept transfer of Licensee's facilities.

(h) All notices of termination shall become effective on the tenth day following the date the notice is received pursuant to Section 16 or such later date specified in the termination notice.

5. License Fee.

(a) Base License Fee Factors - Licensee shall pay Licensor an annual fee ("License Fee") for the use of each Site that is the subject of an individual Site License, which fee shall be calculated in accordance with this Section 5. The License Fee for the initial ten (10) year term of the individual Site License for each Site shall be calculated on the basis of the following two factors: (1) its geographic location and (2) the equipment and building space utilized.

(b) Base License Fee Calculation: Based on the geographic location and equipment and building space factors detailed above, the annual License Fee to be paid for the use of

each of the sites that is the subject of an individual Site License shall be determined by using the Annual Base License Fee attached as Exhibit C. Exhibit C is also known as the "Pricing Matrix".

(c) The License Fee for any facility which includes equipment or building space dimensions different from those set forth in the definitions in Subsection (a)(ii) above, shall be negotiated by the parties in good faith. The amount of space licensed shall include the total area fenced by Licensee. The building space dimensions shall not include space required by Licenser or any third party for co-location or co-use of the Site who is separately paying a fee to Licenser for the space it is utilizing. If Licenser requires, or if there are other circumstances caused by geographic, security or other concerns, which requires that Licensee utilize space on the Premises in excess of its customary needs or the size limitations specified herein, the individual Site License may provide for an alteration of the Site designation as a Macrocell, Minicell or Microcell.

(d) License Fee Payment Schedule - The first annual payment for each Site shall be paid to Licenser within ten (10) days after the issuance of the Encroachment Permit to Construct (Commencement Date). The prorated annual payment for the period from the Commencement Date through the next occurring July 1 shall be calculated by dividing a full annual payment as indicated in the Pricing Matrix

(e) Fee Adjustments - Beginning on July 1, 2009 and on each July 1 thereafter during the term of each Site License: (i) Licenser will automatically increase and Licensee shall automatically pay the License Fee, payable under the Site License, and (ii) the License Fee set forth in Subsection 5(b) shall be increased. The amount of such annual increase shall be reflected in the Pricing Matrix to be issued annually prior to July 1 by the Department of Transportation's Division of Right of Way.

(f) In the event Licensee fails to pay the annual License Fee within ten (10) days of when due, the past-due License Fees shall bear interest from (but excluding) the date due until paid at the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate permitted under California or federal law, if the aforesaid rate exceeds such maximum.

(g) If Licensee occupies a site after June 30, 2019, the parties shall renegotiate the base License Fee to reflect fair market value. However, in no case shall the License Fee be less than it would be under the annual rent provision of Paragraph 5(b) as adjusted by 5(e). If the parties cannot agree on a new rent, the matter shall be submitted to a mutually agreeable Appraiser who is a Member of the Appraisal Institute ("MAI") for a binding determination.

(h) If any existing site is rebuilt, a new Site License will be required, and payment will be consistent with the then current Pricing Matrix.

6. Assignment.

This Agreement and the Site Licenses granted hereunder are personal to Licensee. Except as hereinafter provided, Licensee shall not, without Licenser's and Tally's prior written consent which consent may be withheld in Licenser's sole and absolute discretion, assign or otherwise transfer this Agreement, a Site License or its interest in any particular Premises or any part thereof.

11. Repairs.

(a) Licensee shall, at all times during the term of any particular Site License and at Licensee's sole cost and expense, keep its facilities and equipment located on or about the Premises and every part thereof in good condition and repair, reasonable wear and tear excepted, including making replacements when necessary. If Licensee fails to promptly make any repairs that are necessary to remedy a dangerous condition on the Site caused by Licensee, its agents, employees or contractors, or other condition caused by Licensee, its agents, employees or contractors which is materially adverse to the quiet enjoyment by Licensor or any other user of the Site, Licensor shall give Licensee written notice of its intention to make such repairs and the date on which such repairs shall commence. Except for emergencies, Licensee shall be given at least fifteen (15) days from the day the letter is sent to commence the repairs. If Licensee does not, prior to the date set forth in such notice, commence to make such repairs, Licensor may make such repairs and shall be reimbursed by Licensee for any and all reasonable costs incurred by Licensor in performing (or contracting to have performed) such repairs, including any overhead costs reasonably allocable to the performance thereof. Licensor shall provide Licensee reasonably detailed supporting documentation of such costs concurrently with any demand for reimbursement.

(b) Licensee shall, at all times, during the term of any particular Site License and at Licensee's sole cost and expense, keep Licensee's equipment at the Site and any access roads constructed by Licensee for its sole use at the Premises in good condition and repair, except for any access roads or improvements installed by Licensor or other third parties.

(c) Licensee, at its sole cost and expense, will restore all Licensor property which is destroyed or damaged by Licensee's activities on a Site subject to an individual Site License. Licensee agrees to commence performance of any remedial work within thirty (30) days of written notice by Licensor and to complete remedial work required in the reasonable opinion of Licensor to restore the site to its original condition, reasonable wear and tear excepted, within the number of days specified in the written notice. The number of days specified shall be reasonable. If remedial work is not undertaken and completed within the specified time, Licensor may, on ten (10) days' prior written notice to Licensee, undertake and complete the remedial work with its own forces and/or independent contractors, and Licensee shall pay all actual costs or charges incurred by Licensor by reason of such work. Licensor shall provide Licensee reasonably detailed supporting documentation for such costs and charges.

12. Surrender of Premises; Holding Over.

(a) Upon the expiration or other termination of a Site License, Licensee shall peacefully vacate the Premises in as good order and condition as the same were on the Commencement Date, reasonable wear and tear, and damage not caused by Licensee excepted. If Licensee fails to promptly remove all of its facilities and equipment from the Premises within thirty (30) days after expiration or earlier termination of the Term, Licensor may, after five (5) days' prior written notice to Licensee, remove the same (without any liability to Licensee for any damage to such equipment and/or facilities which may result from reasonable efforts at removal), and Licensee shall pay to Licensor on demand any and

all reasonable costs incurred by Licensor in removing and storing such improvements and equipment prior to retrieval of same by Licensee. Licensor has no obligation to store such equipment, and Licensee shall have no claim if Licensor destroys the equipment if it is not removed by Licensee as provided herein. Any improvements Licensor desires to remain, shall be

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governed by the provisions of Subsection 4(g).

(b) Should Licensee continue to hold the Premises after the termination of a Site License, whether the termination occurs by lapse of time or otherwise, such holding over shall, unless otherwise agreed to by Licensor in writing, constitute and be construed as a tenancy at will at a monthly License Fee equal to twelve and one-half percent (12.5%) of the annual License Fee last paid and subject to all of the other terms set forth herein including the annual percentage increase.

13. Default and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an "event of default" or "default" under the particular Site License(s) to which it applies:

(i) if Licensee fails to pay any License Fee or other sums payable by Licensee under the Site License as and when the License Fee or other sums become due and payable and such failure continues for more than ten (10) days after written notice thereof from Licensor is received pursuant to Section 16;

(ii) if Licensee upon actual receipt of any formal written order or directives relating to the Site from any governmental entity fails to comply with such order or directive within the time limits set forth in such order or directive and any applicable administrative or judicial appeal rights having been exhausted;

(iii) if Licensee fails to perform or observe any other term of the applicable Site License(s), and such failure continues for more than fifteen (15) days after written notice thereof from Licensor or in the event of a default which cannot, with due diligence be cured within a period of fifteen (15) days, if Licensee does not duly institute within such fifteen (15) day period steps to remedy the same and the same is not remedied within thirty (30) days or such longer period as mutually agreed by the parties hereto;

(b) The occurrence of any one or more of the following events shall constitute an "event of default" or "default" of this Agreement and all Site Licenses:

(i) if any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Licensee and such petition is not dismissed within ninety (90) days after the filing thereof), or Licensee shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

(ii) if Licensee becomes insolvent or makes a transfer in fraud of creditors;

(iii) if a receiver, custodian, or trustee is appointed by Licensee or for any of the assets of Licensee which appointment is not vacated within ninety (90) days of the date of the appointment;

(iv) if Licensee fails to perform or observe any other term of the Agreement other than a default allocable to a particular Site License, and such failure continues for more than fifteen (15) days after written notice thereof from Licensor or in the event of a default which cannot, with due diligence be cured within a period of fifteen (15) days, if Licensee does not duly institute within such fifteen (15) day period steps to remedy the same and the same is not remedied within thirty (30) days or such longer period as mutually agreed by the parties hereto.

(c) In any notice of an alleged default by Licensee from Licensor, Licensor shall specify the nature of the default and the Site License(s) potentially affected thereby. After applicable notice and grace periods have expired, at any time thereafter that Licensee remains in default, Licensor may terminate the Site License(s) directly affected by such default and, if all Site Licenses shall be affected, this Agreement, without notice or demand. Upon the applicable termination, Licensee shall immediately surrender all applicable Sites then licensed to Licensee under the affected Site License to Licensor and, subject to Subsection 4(g), remove all of its facilities and equipment therefrom. If Licensee fails to promptly remove all of its facilities and equipment from the Premises, Licensor may remove the same (without any liability to Licensee for any damage to such equipment and/or facilities which may result from reasonable efforts at removal), and Licensee shall pay to Licensor on demand any and all costs incurred by Licensor in removing and storing such facilities and equipment prior to retrieval of same by Licensee.

(d) If either Licensor or Licensee shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License), or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charges required of Licensee.

(e) In the event of a termination of a Site License, it shall be lawful for Licensor, after not less than thirty (30) days' prior written notice, to reenter into and upon the Site, and every part thereof, and to remove at Licensee's expense all of Licensee's property therefrom and to repossess and occupy the Site. In the event Licensor terminates a Site License pursuant to this Section, Licensor shall not be required to pay Licensee any sum or sums whatsoever related to that Site License.

EXECUTED ON: 1st Jan 2023

LICENSEE: BuyCO

(Signature) (Title)

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