

TERMS AND CONDITIONS

1. **USAGE FEES:** Usage fees in the amount of \$300.00 shall be paid monthly in advance and the first billing period will include rent for the last month. All site usage fees are due by the first business day of the month, and payment for time and material is due fifteen (15) days from the invoice date. If usage fees are not paid by the 15th day of the month in which they are due or within 15 days of the invoice date, whichever date comes first, a late charge in the amount of 5% of the payment shall be added to the payment amount due. GE Inc. reserves the right to disconnect without notice for site usage fee or time and material work performed by GE Inc. not paid by the appropriate due date. The reconnect fee is prevailing hourly rate, port to port, or Three Hundred Fifty Dollars (\$350.00) whichever is greater (\$450.00 on weekends). The Customer is liable for all cost incurred by GE Inc. for collection of past due accounts including all legal costs and attorney fees incurred.
2. **TERM:** This agreement shall be for a one year term or terms. This agreement shall automatically renew for successive periods of one year each unless either party notifies the other not less than 60 days in advance that it does not wish to renew. At no time will any authorization be given to extend any agreement past the termination date of the master agreement between GE Inc. and Mobile Relay Communications, the U.S. Forest Service or any other owner of the space leased by Glendale Electronics, Inc.
3. **CANCELLATION:** Either party may terminate this agreement in the event of a breach by the other party by providing at least sixty (60) days prior written notice to the breaching party if the breaching party fails to cure such breach within such sixty (60) day period. Either party may terminate this Agreement for any reason by providing at least ninety (90) days prior written notice to the other party.
4. **ADDITIONAL FEES:** Any or all fees assessed by Local, State, or the United States Government, including the U.S. Forestry Service fees to GE Inc., as a result of the Customer's use of GE Inc. site or repeater services shall be the responsibility of the Customer. Such additional fees, if assessed, will be billed to the customer and due and payable within 30 days to GE Inc. Customer will abide by all decisions made by Local, State, or U.S. Government including the Federal Communications Commission. All Licensing and permits required by the FCC or any other Local, State, or Federal Agency are the sole responsibility of the Customer.
5. **SERVICE FEES:** A service fee applies to any expense incurred by GE Inc. including assessed fees on account of operation and maintenance of the Customer's site and system. GE Inc. reserves the right to charge the

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customary prevailing rate for servicing of or providing access to sites when making a special trip to sites on the Customer's behalf.

6. **INTERFERENCE:** In case of interference caused by Customer's equipment, GE, Inc. will notify Customer of said interference. If customer fails to correct the problem within the time frame required by GE then GE Inc. reserves the right to turn off any equipment causing the interference and bill the Customer at the prevailing hourly rate for the time incurred in correcting the problem.
7. **CUSTOMER OWNED EQUIPMENT:** SEE EXHIBIT 1
- 7A. **INSTALLATION OF CUSTOMER OWNED EQUIPMENT:** All equipment installed into Licensed Space will be installed by GE Inc. or a contractor mutually agreed upon. All permits will be obtained in advance by the Customer and the cost of such permits will be the responsibility of the Customer. All antenna lines are to be mounted in existing cable runs with clamps and lightning arrestor prior to entering building. All antenna lines and mounts, mounted to tower structure or building become the property of GE Inc. upon termination of this agreement. All equipment must be installed in compliance with the National Electric Code and any applicable federal, state, or local rules, regulations, codes or ordinances. Installation of alternating current surge protection is the responsibility of the Customer. The Customer and its agents, employees and representatives are not allowed to climb on towers or antenna structures at any time. All climbing related activities will be performed by employees, authorized agents or authorized representatives of GE Inc. unless specifically authorized in writing by GE Inc. In the event of sub-standard installation, GE Inc. reserves the right to correct the installation and bill customer at the prevailing hourly rate plus the materials necessary to correct the installation. At no time shall Customer allow the installation or storage of Hazardous Materials at any Licensed location with the exception of batteries or propane being actively used to power Licensed Equipment.
8. **DISRUPTION OF SERVICE:** GE Inc. assumes no liability for any disruption in service to the Customer. GE Inc. will make every reasonable effort to maintain the Licensed site in peak operating condition.
9. **LIABILITIES:** The Customer agrees to release GE Inc. from any liability for acts of God including but not limited to fire, wind, rain, earthquakes, and from radio frequency interference. Access roads to and from all transmitter sites are subject to closure from weather conditions. Customer agrees that any and all persons travel these roads at their own risk. The Customer further agrees

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Customer initials

to indemnify, defend, and hold GE Inc. harmless from and against accidents or injuries that may occur on the Licensed sites to the Customer's employees or any other parties that the Customer has on site, unless such accident or injury is due to the gross negligence or willful misconduct of GE Inc. or its agents, employees.

10. **INSURANCE:** The Customer is self-insured.
11. **RESTRICTIONS:** The Customer shall not sell, assign, or transfer this License Agreement or any interest therein without the prior written consent of GE, which consent shall not be unreasonably withheld and shall not sublet, mortgage, or otherwise encumber any or part of the GE Inc. property sites covered by this agreement. Customer may assign or transfer its interest in this Agreement to another entity, including a corporation, that is controlled by Customer and in which Customer holds at least a majority equity interest provided that Customer remains personally obligated to perform its duties and obligations hereunder and the assignee agrees to perform and adhere to the duties and obligations of Customer hereunder. In addition, Customer shall not allow or suffer any other person (except Customer's agents and employees) to use the licensed area or any portion thereof without the prior written consent of GE Inc., which consent shall not be unreasonably withheld. GE Inc. has closed sites. Access to sites are on an individual basis. GE Inc. reserves the right to deny or limit access but shall not unreasonably deny or limit such access. Vandalism by the Customer or its agents or employees to equipment at site locations will be considered grounds for termination of this agreement without recourse or refund.
12. **WARRANTIES:** GE Inc. does not warrant or guarantee the suitability of the subject premises or frequencies for any purpose. The Customer acknowledges and agrees that he/she/it has examined the said premises and finds them suitable for its purpose. The Customer acknowledges that the premises are in good and usable condition. The Customer shall use the site locations for a radio tower, transmitter/receiver facility only. Any other use of the site locations covered by this agreement will constitute grounds for termination of this agreement.
13. **SPECIAL CONDITIONS:** GE Inc. retains the right to approval of all radio, transmitters, antennas, antenna lines, and hardware to be used. All commercial and amateur installations will have to meet site commercial standards. Copies of Licenses must be submitted to GE Inc. prior to installation. The Customer shall forward copies of renewals of any and all licenses and permits to GE Inc. upon the Customers receipt of same. It is the

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Customers responsibility to ensure that it maintains and that GE Inc. has copies of all applicable Licenses and Permits. This agreement automatically terminates should any required authorization regarding equipment located at sites covered by this agreement lapse or terminate. The choice to reinstate this agreement is solely at the option of GE Inc.

14. **ALTERATION & ADDITION OF EQUIPMENT:** GE Inc. requires requests to be written and submitted for approval prior to any alteration. All changes to equipment, equipment location, or addition of transmitters, receivers, antennas, and or antenna lines or modification of any kind, require written approval from GE Inc. All undocumented equipment found at GE Inc. site (or sites) will be removed without notification at the Customers expense and will be available for pick up COD from GE Inc. Any damage to equipment incurred from removal of unauthorized equipment will be the sole responsibility of the Customer, and may constitute grounds for termination of this agreement at GE Inc. option.
15. **EQUIPMENT LOCATION:** GE Inc. reserves the right to have equipment relocated and to stipulate the locations for electronics equipment as well as antenna and associated hardware. GE Inc. will have final determination of equipment and antenna location.
16. **CONFIDENTIAL AGREEMENT:** All information gained by access to GE Inc. sites at any location is considered to be confidential and proprietary by nature. This information is not to be copied or repeated in any way or form. A breach of this confidentiality provision will be cause for immediate termination of this agreement and may result in civil action.
17. **ESTOPPEL AGREEMENT:** At the request of GE Inc. the customer will sign and return a reasonable estoppel agreement as supplied by GE Inc.
18. **DEFAULT AND REMEDIES:** If Customer violates any of the terms and/or conditions set forth here, GE, at its option, may take any and all legal action necessary including, without limitation, disconnecting customer's equipment. Costs incurred by GE in enforcing the terms and conditions of this agreement shall be paid by the customer.
19. **POWER USAGE:** The monthly fee includes customer's power usage, but in the event that customer's power usage increases significantly over the average use or if GE is assessed a surcharge by the local utility on account of

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customer's power usage, GE retains the right to assess customer for any excessive power usage or surcharges and said assessments shall be paid by customer to GE in accordance with paragraph 5 hereunder.

BY THEIR SIGNATURES, the Customer and GE Inc agree to be bound by the above stated terms. Any modification of this agreement must be in writing and signed by both parties.

The Customer.

SIGNED

BY: [Signature]

TITLE: B. A. Cordova, Manager

DATE: 2-4-08

GE, INC.:

SIGNED

BY: [Signature]

TITLE: President

DATE: 2-5-08

GE initials [Signature]

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Customer initials [Signature]



CONTRACT REVIEW CHECKLIST

I. GENERAL INFORMATION

Prepared Date: 3/4/2008
 Contract Number: B620171
 Contract Description: Pricing agreement
 Contract Package Preparer Name: Jules B Parant
 Contract Package Preparer email: Jules.B.Parant@kp.org Phone #: 426-405-5283
 Vendor: Glendale Electronics Inc
 Vendor Contact: Velma Jarvis Contract email: Glendeelectronic@mindspring.com
 Contract Mailing Address: 16921 Parthena Street Suite # 20 to North Hills, CA 91143
 (to send contract):

II. CONTRACT REVIEW CHECK OFFS	Completed by: Contract Preparer/Project Mgr		CGM*
	APPLICABLE?	DONE?	
YES OR NO	YES	NO	VERIFIED
Insurance Certificate attached?	Yes		
Insurance Coverage on Certificate meets or exceeds coverage in Contract?	Yes		
3-Bid Exception Form completed and attached (if applicable)?	No		
Business Stakeholder/SST or Core Chair Approval e-mail received?			N/A
PS Sourcing Mgr./Director Approval of Broadband contract?	No		
Letter of Commitment w/termination for convenience (if required for Broadband)?	No		
Treasury approval attached (if lease or rental term exceeds 6 months)?	No		
Supplier Diversity Profile Form attached?	Yes		
Supplier Diversity Subcontracting Report attached if Contract > \$500K?			
Supplier Diversity Checklist Completed?	No		
Business Associate Agreement (BAA) signed and attached (if Vendor will have access to protected health information)?	No		
National Environmental Purchasing Policy completed and attached (if Vendor is providing products or equipment)?	No		
Quality Assessment & Improvement/Compliance Policy attached (if Vendor is providing services at a KP medical facility)?	Yes		
Supplier Representative Violation Policy attached (if Vendor is providing services at a KP medical facility)?	Yes		
Consignment Agreement signed and attached (if applicable)?	Yes		
Business Continuity Plan received & reviewed for high risk categories OR received only for moderate categories	No		N/A
Principles of Responsibility Email Receipt attached?	Yes		
Principles of Responsibility - Sent Date:	1/9/2008		
Principles of Responsibility - Receipt Date:	1/9/2008		
Contract Approval Form attached with Sections I - IV completed?	Yes		
Contract Synopsis completed and attached?	Yes		
Savings validated (and attached) if Contract > \$25M or Broadband contract savings > \$100k per year?	No		
Executive Summary Memo - \$25M only	No		
IT Contracts ONLY: Have both IT Tabs in this workbook been completed?			
Price List and Contract Header Files in PS Excel Format?	Yes		
Consenting Engagement Approval Form completed (if applicable)?	No		

Jules B Parant
 Preparer's Signature OR email attached dated:

02/14/2008
 Date
 JLP/JS

Contract & Governance Manager (CGM) Signature (required for National Contracts)

Date

** PS Excel formats available at Procurement & Supply (PS) - Self-Service - Contract Connections Intranet site: <http://kpnet.kp.org/ps/procurementandsupply/PSelfService/contractconnections.html>



KAISER PERMANENTE CONTRACT SYNOPSIS

Prepared Date: 2/4/2008
 Contract Number: 8520171
 Vendor: Glendale Electronics Inc
 Contract Description: Pricing agreement
 Contract Classification: Sole source
 Purpose: Services, rental communication tower

CONTRACT CONTACT INFORMATION

Contract Preparer Name: Jules Parent
 Contract Preparer Tel: 626-405-5283
 Contract Preparer Fax: 626-405-6471
 Contract Preparer Email: Jules.B.Parent@KP.org

CONTRACT INFORMATION

Effective Dates: 01/01/2008 - 12/31/2008 -
 Vendor TIN: 95-4708108
 Vendor Address: 16921 Parthenia street Suite # 201b North Hills CA 91343
 Order From (Direct / Distributor): direct
 Contract Type: pricing agreement
 Distribution Fee Funded by Manufacturer: none
 Vendor Notices or Bulletins: none
 Exhibits:
 Supersedes Contract Number: none
 Contract Classification: pricing agreement
 National Pricing: none
 Source Type: sole source
 Other Vendors: none
 Compliance Percentage: none
 Product Exclusions: none
 Conversion Required: none
 Letter of Commitment Required (Y / N): none
 Purchasing/Volume Commitment (% / \$): none
 Latex Free (Y / N): none
 Supplier Diversity: none
 HIPAA Business Associate: none

TERMS AND CONDITIONS

Delivery: none
 F O B / Shipping Terms: none
 Guaranteed Supply: none
 Minimum Order Volume: none
 Payment Terms: net 30
 Price Protection Period: one year
 Warranty: none
 Extended Warranty: none
 Return Goods Policy: none
 Termination for Convenience: 90 days required for termination
 Governing Law / Jurisdiction: California
 Special Program: 90 days notice required for breach

PRODUCTS / SERVICES & PRICES

Rebate Program: none
 Discount Levels: none
 Price List Number and Date: none
 Order Placement Instructions: none
 Maintenance / Support: none
 Software Interoperability: none
 Technical Support Program: none
 Special Notes: Disaster Preparedness

VENDOR CONTACT INFORMATION

Web Address:
 National Accounts Manager Name: Verne Tjarks
 Tel: 818-783-1400
 Fax: 818-783-9545
 Email: Glenelectro@mindspring.com
 National Tech Support / Customer Service:
 Contact:
 Tel:
 Fax:
 Email:



CONTRACT APPROVAL FORM

I. PREPARER INFORMATION	
Contract Preparer: <u>Julie Farner</u>	Prepared Date: <u>3-4-2009</u>
Title: <u>Procurement Specialist II</u>	Email: <u>Julie.Farner@kp.org</u>
Signature: _____	Phone #: <u>325-422-5283</u>
<input type="checkbox"/> e-mail approval attached - dated	Fax: <u>325-422-6471</u>
II. CONTRACT INFORMATION	
Vendor: <u>Genclax Electronics Inc.</u>	Contract #: <u>8820171</u>
Contract Description: <u>Phasing agreement</u>	
Purpose: <input type="checkbox"/> New Contract <input type="checkbox"/> Amendment <input type="checkbox"/> Other <input type="checkbox"/>	
Contract Format (Check All That Apply): <input type="checkbox"/> National Standard <input type="checkbox"/> National Phasing Agmt. <input type="checkbox"/> Regional Contract <input type="checkbox"/> Local Contract	<input type="checkbox"/> 3-5 Day Work Order <input type="checkbox"/> No Execution Signing <input type="checkbox"/> N/A - Contract -> 20k <input type="checkbox"/> KP Approved Template <input type="checkbox"/> Broadlane Template <input type="checkbox"/> Other
Scope (Check All That Apply): <input type="checkbox"/> Medical <input type="checkbox"/> Non-Medical <input type="checkbox"/> Capital <input type="checkbox"/> IT	<input type="checkbox"/> Equipment <input type="checkbox"/> Software <input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Services <input type="checkbox"/> Consulting <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Other - Rank: <u>common user</u>
Estimated Annual Spend: <u>\$3,000</u>	Contract Value: \$ <u>3,000</u>
Savings (if not Annual Impact): _____	
Contract Compliance Amount: _____	<input type="checkbox"/> N/A Effective Date From To: <u>01/01/2008-12/31/2009</u>
III. FINANCIAL SPONSOR AND PS APPROVALS	
Financial System (if Contract contains purchase commitment): _____	PS Executive Director of Procurement of Contract: <u>\$5M</u>
Printed Name: _____	Printed Name: _____
Signature Date: _____	Signature Date: _____
<input type="checkbox"/> e-mail approval attached - dated <input type="checkbox"/> Approval NOT req.	<input type="checkbox"/> e-mail approval attached - dated <input type="checkbox"/> Approval NOT req.
IV. REVIEW BODY	
<input type="checkbox"/> NFC - Medical - \$500K annual spend <input type="checkbox"/> NRI 1 - Non-Med - \$500K annual spend <input type="checkbox"/> CDC (Cont-Mng - \$300K) <input type="checkbox"/> Other	<input type="checkbox"/> e-mail approval/minutes attached - dated <input type="checkbox"/> Approval Not Required
V. LEGAL APPROVAL	
Other Legal approval? _____	Verdy Baker Holly Burke
<input type="checkbox"/> Material changes to KP Approved Template <input type="checkbox"/> KP Approved Template was not used <input type="checkbox"/> Annual or Contract value > \$5 million <input type="checkbox"/> Broadlane contract	Printed Name: _____
	Signature Date: _____
	<input type="checkbox"/> e-mail approval attached - dated <input type="checkbox"/> Approval NOT req.
VI. FINANCE APPROVAL	
<input type="checkbox"/> Other applicable Finance approval? <input type="checkbox"/> Contract involves a lease or rental <input type="checkbox"/> Contract worth more than 60% financial terms (e.g. discounts) <input type="checkbox"/> Contract contains KP penalties or liquidated damages	<input type="checkbox"/> PS VP of Finance for National and CA Regional Contracts <input type="checkbox"/> Local Accountable Finance Officer for CA Local Contracts (AFO - AAF) <input type="checkbox"/> Regional Controller for Regional and Local Contracts outside CA
PS VP of Finance approval? <input type="checkbox"/> National or CA Regional Contract > \$5 million	Printed Name: _____
	Signature Date: _____
	<input type="checkbox"/> e-mail approval attached - dated <input type="checkbox"/> Approval NOT req.
VII. CONTRACT SIGNATORY APPROVAL	
Contract DCS variables: <input type="checkbox"/> PS Sourcing Mgr \$1,000,000 <input type="checkbox"/> CA Contracts Mgr \$1,000,000 <input type="checkbox"/> RB Sourcing Executive \$2,500,000 <input type="checkbox"/> PS Procurement Director \$2,000,000 <input type="checkbox"/> PS VP of Finance \$10,000,000 <input type="checkbox"/> dNPR/KPH/CPD \$25,000,000 <input type="checkbox"/> KPH/KPH/CEO \$25,000,000 <input type="checkbox"/> Other \$0	NOTE: Contract Preparer cannot be Contract Signatory _____ Printed Name: _____ Signature Date: _____ <input type="checkbox"/> e-mail approval attached - dated

[* and Broadlane/KP Select Vendor Contracts > \$25M]