

Schedule C

Revenue Sharing Agreement

SCHEDULE C

REVENUE SHARING AGREEMENT

THIS REVENUE SHARING AGREEMENT, made this ____ day of _____, 2002, by and between **M/A-COM PRIVATE RADIO SYSTEMS, INC.**, a Delaware corporation (hereinafter "M/A-COM"), and **CITY OF CLEARWATER, FLORIDA**, a municipal corporation in the State of Florida (hereinafter "CITY OF CLEARWATER").

WITNESSETH:

WHEREAS, M/A-COM and CITY OF CLEARWATER are Parties ("the Parties") to a Tower Agreement (Tower Agreement) of even date herewith, pursuant to which M/A-COM is to have the sole marketing rights and assume maintenance of two towers from the CITY OF CLEARWATER all as more explicitly defined in the Tower Agreement and its supporting infrastructure currently being utilized by CITY OF CLEARWATER; and

WHEREAS, CITY OF CLEARWATER has agreed as part of the transaction to simultaneously enter into a Service and Access Agreement ("Service Agreement") with M/A-COM to provide management and maintenance of and for the Communications System for a term of twenty (20) years; and

WHEREAS, M/A-COM intends to actively market and solicit additional eligible third-party tenants (the Third-Party Tower Tenants) to the Communications System in order to generate additional revenues; and

WHEREAS, M/A-COM has agreed that CITY OF CLEARWATER shall share in the additional revenues generated by the marketing of the Communications System to Third-Party Tower Tenants; and

WHEREAS, the Parties desire to set forth in writing their understanding regarding the respective rights and obligations pertaining to the sharing of the revenues generated by Third-Party Tower Tenants.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the Parties agree as follows:

1. **Marketing Rights**

M/A-COM, with CITY OF CLEARWATER's consent, such consent not to be unreasonably withheld, shall have the right to the future marketing of the tower and site facilities portion of the Communications System to eligible Third-Party Tenants.

CITY OF CLEARWATER, FLORIDA**2. Third-Party Lease Negotiations and Reporting**

M/A-COM shall have the sole right to negotiate all leases for all new Third-Party Tower Tenants to the tower and site facilities portion of the Communications System, which must be approved by the CITY OF CLEARWATER in writing in advance prior to execution, such approval not to be unreasonably withheld and to the extent that such leases are lawful under the Communications Act. M/A-COM shall utilize prudent business practices and shall market the tower and site facilities portion of the Communications System consistent with the usual and customary practices and rates. M/A-COM will supply CITY OF CLEARWATER with copies of summaries of any and all leases entered into by Third-Party Tower Tenants within thirty (30) days of the execution date of the lease by such Third-Party Tower Tenants and shall subsequently provide quarterly revenue statements to CITY OF CLEARWATER, reflecting all revenues generated by Third-Party Tower Tenants for the tower and site facilities portion of the Communications System.

3. Eligible Third Party Tower Tenants Revenue Sharing

The Gross Revenues generated from Third-Party Tower Tenants of the Communications System shall be divided as follows:

- (a) M/A-COM will receive seventy five percent (75%) of the Gross Revenues from eligible Third Party Tower Tenants and CITY OF CLEARWATER shall receive twenty-five percent (25%).

Pursuant to Section 9.2 of the Access Agreement, at the end of the initial 20- year term, CITY OF CLEARWATER has the option to:

Renew the Term of the Access Agreement, or not renew the Term of the Access Agreement.

The revenue sharing arrangement and percentages will end at the initial Term and may extend beyond the initial Term if approved by the CITY OF CLEARWATER.

The term "Gross Revenues", for purposes of this Section 3, is defined as all new tower rental revenues derived from Third-Party Tower Tenants.

4. Accounting and Access to Records

CITY OF CLEARWATER and its duly authorized representatives shall have the right to audit the records of M/A-COM pertaining to Third-Party Tower Tenants for the tower and site facilities portion of the Communications System to determine the accuracy of the amounts paid under this Agreement. M/A-COM agrees to keep accurate books of account and record at its principal place of business covering the transactions relating to this Agreement and the revenues generated from Third-Party Tower Tenants for the tower and site facilities portion of the Communications System and to keep all financial records in accordance with Generally

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Accepted Accounting Principles. CITY OF CLEARWATER and its duly authorized representatives at CITY OF CLEARWATER's sole expense, shall have the right at all reasonable hours of a working day and upon reasonable notice, to perform an examination of such books of account and record and of all other documents and material which are relevant to this matter. CITY OF CLEARWATER shall have access thereto for said purposes and for the purpose of making copies therefrom at CITY OF CLEARWATER'S expense. All books of accounts and records shall be kept available for at least one (1) year after the termination of this Agreement.

5. **Payment Terms**

M/A-COM shall either pay or provide a credit pursuant to Section 8.4 of the Service Agreement to CITY OF CLEARWATER its proportionate share of the Revenues as defined herein on a quarterly basis, within thirty (30) days of the end of each calendar quarter and shall provide with each payment, a summary setting forth the name of each Third-Party Tower Tenant, the Revenues received during the calendar quarter and the portion of the Revenues paid to CITY OF CLEARWATER for the calendar quarter.

6. M/A-COM agrees to conduct its services in a safe and lawful manner and to comply with appropriate federal, state, and local laws, ordinances, orders, rules, and regulations that may be applicable to the services being provided to the Third-Party Tower Tenants.

7. Nothing contained in this Agreement shall require M/A-COM to generate any revenues whatsoever and M/A-COM shall only be obligated to utilize only such efforts as it believes prudent to successfully market and solicit eligible Third-Party Tower Tenants for the tower and site facilities portion of the Communications System.

8. CITY OF CLEARWATER acknowledges and agrees that it shall be entitled to share in only those Gross Revenues generated as a result of Third-Party Tower Tenants for the tower and site facilities used within the Communications System and shall not be entitled to any other revenues (Service Access or otherwise) directly or indirectly generated by assets which are not within the Communications System or as may be generated by any different radio telecommunications assets or systems owned by M/A-COM, unless otherwise indicated in the Service Agreement and Schedules A through E incorporated therein.

9. Either party may assign its rights and obligations under this Agreement with the written consent to the other, which consent shall not be unreasonably withheld, provided such assignment shall be binding upon its successors, heirs, assigns, and legal representatives.

10. The terms, covenants, and provisions of this Revenue Sharing Agreement shall extend to and be binding upon the respective executors, administrators, heirs, and permitted assigns of the parties.

CITY OF CLEARWATER, FLORIDA

11. Any notice given by M/A-COM to CITY OF CLEARWATER or by CITY OF CLEARWATER to M/A-COM shall be in accordance with Article 1.4 of the Service Agreement.

12. This Agreement and the performance thereof shall be governed by Article 11.8 of the Service Agreement.

13. This document constitutes the entire agreement of the Parties as provided in Article 11.7 of the Service Agreement.

CITY OF CLEARWATER, FLORIDA

IN WITNESS WHEREOF, the Parties hereto have executed and acknowledged this Agreement, the day and year first above written.

ATTEST:

M/A-COM PRIVATE
RADIO SYSTEMS, INC.

By: _____

Title: _____

Countersigned:

CITY OF CLEARWATER, FLORIDA

Brian J. Aungst
Mayor-Commissioner

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Assistant City Attorney

Cynthia E. Goudeau
City Clerk