

LICENSE AGREEMENT/CELL TOWER

GILCREASE BROTHERS PARK

This License Agreement (hereinafter "Agreement") is made this 20th day of February, 2008 by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and InSite Towers, LLC, a Delaware limited liability company (hereinafter "InSite Towers").

WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, InSite Towers is in need of Wireless Communications System facilities, including, but not limited to antennae atop a monopalm, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Gilcrease Brothers Park, located at 10011 Gilcrease Avenue, Las Vegas, NV (hereinafter "Premises"); and

WHEREAS, the facilities proposed to be constructed by InSite Towers will allow collocation by communications providers who, in accordance with all applicable Legal Requirements, will provide wireless communications services using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement of public land at the aforementioned location, permitting InSite Towers to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and InSite Towers, LLC, a Delaware limited liability company (hereinafter "InSite Towers").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

- 2.1 “Backhaul Network” means the physical network that connects cells to a central switching point or the Public Switch Telephone Network (“PSTN”).
- 2.2 “Cell Site” means a communication structure on the Premises including a building(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for InSite Towers’ use and that of its subtenants, sublessees, licensees and customers.
- 2.3 “FCC” means the Federal Communications Commission or its legally appointed successor.
- 2.4 “Hazardous Materials” means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous water,” or “restricted hazardous waste” under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 “Manager” means the City Manager or his or her designee.

2.6 “Wireless Communications System” means any system for wireless communication (including, without limitation, cellular telephone communication and/or personal communications) through which business and/or residential subscribers access and/or make telephone calls for voice or data using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a license to InSite Towers to enter the property consisting of approximately 3,900 square feet of property located on APN# 125-18-201-017, Las Vegas, NV; commonly known as Gilcrease Brothers Park. A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as **Exhibit “A”**. The Premises are licensed for the express purpose of InSite Towers constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.2. Construction may include, but not be limited to, a telecommunications tower(s), equipment shelter(s), and security fencing. InSite Towers shall contact the City Park’s Manager, at (702) 229-6986 ten (10) days prior to commencement of construction. InSite Towers shall exercise all due caution and make all repairs as soon as reasonably possible in the event any damage occurs during construction.

4. TERM:

4.1 The initial term of this Agreement is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Agreement by CLV (hereinafter “Commencement Date”) and terminate five (5) years thereafter (hereinafter “Termination Date”).

4.2 Additionally, InSite Towers shall have the right to renew this Agreement for three (3) additional terms of five (5) years. This Agreement shall automatically

be extended for each successive renewal term, unless InSite Towers notifies CLV InSite in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Agreement shall be One Thousand Five Hundred and No/100ths Dollars (\$1500.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and CLV may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The monthly rent of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) described in Section 5.1 hereinabove, and subject to increase per Section 5.2, shall remain the rent due by InSite to CLV for so long as InSite has no broadband wireless communications subleases, licensees or customers, Cellular or PCS, paying InSite as monthly license fees a minimum sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) per month (hereinafter the "Qualifying Customer) for use of the tower on the leased Premises. In the event a Qualifying Customer(s) is added to the tower on the leased Premises, who each pays to InSite a minimum monthly license fee of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00), then InSite shall pay to CLV as additional rent hereunder the one-time payment of Twenty Thousand and No/100<sup>th</sup> Dollars (\$25,000.00) (the "Additional Rent") for each and every Qualifying Customer. The Additional Rent shall specifically exclude any and all operating reimbursements due to InSite from InSites, licensees or

customers including, but not limited to, electrical, utility, other maintenance charges, tax assessments, and any capital contributions or access-related fees.

5.4 Any changes by InSite Towers to the licensed Premises that requires additional City land, rooftop or Facilities space for equipment and antennas shall be subject to approval by CLV and may have an additional monthly rental fee, which shall be mutually agreed to by the Parties, and which shall be increased annually pursuant to section 5.2 hereof.

5.5 Each renewal term will have its own rent terms. The "Rental Fees" schedule, attached hereto as **Exhibit "B"** of this Agreement, will detail the rent for the original term and each subsequent renewal term.

5.6 As additional consideration of this Agreement, InSite Towers shall prepay to CLV a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00) due upon the Commencement Date as set forth in Paragraph 4.1 above.

6. INGRESS EGRESS AND UTILITY EASEMENT:

6.1 CLV hereby grants to InSite Towers an easement for ingress, egress, regress and utilities over properties of CLV adjacent to the Premises for constructions and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connections with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by InSite Towers of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. InSite Towers, InSite Towers' employees, agents, subcontractors, lenders and invitees shall

have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at InSite Towers' request and expense, this Easement shall be set forth in a separate Easement Agreement which CLV and InSite Towers agree to execute and which InSite Towers shall have recorded as an encumbrance on the property of the CLV and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which InSite Towers may obtain. As a condition to InSite Towers obligation hereunder CLV will, within ten (10) business days of CLV's receipt of InSite Towers's request, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to InSite Towers.

7.2 CLV represents and warrants to InSite Towers that CLV has the full right to make this Agreement and that InSite Towers shall have quiet and peaceful possession of the Premises and Easement throughout the Agreement Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 InSite Towers shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. InSite Towers shall have the right to construct a monopalm(s) tower and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as **Exhibit "C"**, which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within

ten (10) business days of CLV's receipt of InSite Towers's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. Equipment installed in the equipment shelter(s) shall belong to InSite Towers, the subtenants or licensees of Agreement, and shall be considered their own personal property.

8.2 InSite Towers shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by InSite Towers shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the CLV, or radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by InSite Towers cause any unreasonable interference with any CLV telecommunication operation after InSite Towers has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). CLV and its agents shall have the right during the term of the Agreement to examine InSite Towers' transmitter equipment and facilities in order to detect any potential interference with the Existing Telecommunications System, provided that InSite Towers' representative is present during such examinations.

8.3 In the event the CLV determines that InSite Towers has caused interference in violation of this Agreement, InSite Towers shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and InSite Towers does not correct or commence to correct such interference within

twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and InSite Towers does not correct or commence to correct such interference within thirty (30) calendar days, InSite Towers shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to InSite Towers.

8.4 InSite Towers shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.

8.5 It is understood and agreed that InSite Towers' ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of InSite Towers' applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that InSite Towers is unable to use the Premises for its intended purpose, InSite Towers shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to the CLV. Such termination shall cause forfeiture of the sums theretofore paid by InSite Towers and of the Agreement granted hereunder. Notice from InSite Towers shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 In the event of any interference that is not reasonably curable by either party, or if the Wireless Communications System Structure becomes unsuitable for InSite Towers' intended use as described in Section 8.1 above, InSite Towers may relocate its existing Wireless Communications system Structure on the Premises to a location acceptable to both the CLV and InSite Towers. InSite Towers shall

be solely responsible for all costs and expenses related to the relocation of the Wireless Communications System Structure. InSite Towers's relocation of its Wireless Communications System Structure shall not abate nor reduce in any manner the monthly fees due by InSite Towers to CLV.

8.7 InSite Towers shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless telecommunications coverage and service for InSite Towers' subtenant's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Agreement, InSite Towers shall comply with all applicable laws affecting the Premises. InSite Towers shall not commit or suffer to be committed any waste on the Premises or any nuisance. InSite Towers shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 InSite Towers may sublet and/or license space to customers of InSite Towers on the Wireless Communications System, the Wireless communications System Structure, land area or property within the Licensed Premises without CLV's consent; however InSite is to notify CLV of each carrier. Every subtenant or licensee of InSite Towers shall be required to comply with the obligations of InSite Towers under this Agreement. The making of any such sublease or license shall not release InSite Towers from any of InSite Towers' obligations hereunder.

10.2 Except as provided in Section 10.1, and 10.3, InSite Towers shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent

assignment. However, InSite Towers may assign or otherwise transfer its interest in this Agreement to a subsidiary, affiliate or partner of InSite Towers, or a purchaser of substantially all of the assets of InSite Towers, without CLV's consent, but with prior written notice to CLV. Upon assignment by either InSite Towers or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement.

10.3 Notwithstanding anything to the contrary contained in this Agreement, InSite Towers may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom InSite Towers (i) has obligations for furrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV:

City of Las Vegas  
Department of Field Operations  
Real Estate and Utilities Section  
Attn: Administrator  
400 Stewart Avenue, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101

WITH A COPY TO: City of Las Vegas  
City Attorney's Office  
400 Stewart Avenue, 9<sup>th</sup> Floor  
Las Vegas, Nevada 89101

TO INSITE TOWERS: InSite Towers, LLC  
~~301~~ 310 N. Fairfax Street, Suite 101  
Alexandria, VA 22314  
Attn: Legal Department

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 InSite Towers shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by InSite Towers throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with InSite Towers' use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 InSite Towers shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the telecommunication tower and InSite Towers' related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by InSite Towers, InSite Towers shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by InSite Towers, its agents, representatives, employees or subcontractors. The minimum insurance requirements that InSite Towers must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as **Exhibit "D"** labeled "Insurance Requirements". The reference in

**Exhibit "D"** to Contractor shall be deemed to refer to InSite Towers and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 InSite Towers shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with InSite Towers' use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 InSite Towers shall defend, indemnify and hold CLV harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at InSite Towers' invitation, or for damages to any person or property resulting from the physical structure or actions of InSite Towers (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by InSite Towers shall be so installed, kept, stored or maintained at the risk of InSite Towers. Subject to the limits of liability set forth in NRS 41.035, CLV shall indemnify and hold InSite Towers harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV shall not be responsible for any loss or damage to equipment owned by InSite Towers, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV nor InSite Towers shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each

party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 InSite Towers will be solely responsible for and will defend, indemnify, and hold CLV, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to InSite Towers' use or generation of Hazardous Materials.

16.3 CLV will be solely responsible for and will defend, indemnify, and hold InSite Towers, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.

17. HAZARDOUS MATERIALS.

17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) CLV shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or

causes a significant effect on public health, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 CLV represents and warrants to InSite Towers that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of InSite Towers and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. INSITE TOWERS' PERFORMANCE AND SURRENDER:

18.1 InSite Towers shall pay the Rent and all other sums required to be paid by InSite Towers hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, InSite Towers shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Agreement, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which InSite Towers had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice or as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by InSite Towers if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by InSite Towers if the Premises are or become unacceptable to InSite Towers under InSite Towers' design or engineering specification or its Wireless Communications System; (d) by InSite Towers, if InSite Towers determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude InSite Towers from using the Premises for its intended purpose; (e) by InSite Towers, if InSite Towers does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) by InSite Towers, if InSite Towers determines that utilities necessary for InSite Towers' use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with InSite Towers' use of the Premises. In the event of termination by InSite Towers pursuant to item (g), InSite Towers shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the InSite Towers' obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, InSite Towers shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, InSite

Towers shall not damage the Premises. If the time for removal causes InSite Towers to remain on the Premises after termination of this Agreement, InSite Towers shall pay a Agreement fee at the then existing Agreement fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Agreement by InSite Towers:

20.1.1 If InSite Towers fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to CLV;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed.

20.2 The CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to InSite Towers, to terminate this Agreement and remove or require InSite Towers to remove InSite Towers' equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of InSite Towers' Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written

authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

24. SURVEY AND TESTING:

InSite Towers shall have the right for one hundred eighty (180) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for constructions of Wireless Communications System facilities. If InSite Towers, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at InSite Towers' sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that InSite Towers shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, Agreement, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to InSite Towers under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 InSite Towers will not cause any mechanic's or materialman's lien to be placed on the Premises, unless InSite Towers agrees to indemnify, defend and hold harmless CLV from any such lien from a party claiming by, through or under InSite Towers.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and InSite Towers' obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold InSite Towers harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

31.1 CLV covenants that InSite Towers, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Agreement, InSite Towers shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of InSite Towers' use of the Premises.

32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to InSite Towers' use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 InSite Towers shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by the CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by the CLV to abate any unauthorized use. InSite Towers shall cease use of the facilities in the

Premises and take appropriate action as authorized by the CLV to remove the facilities from the Premises.

33.4 This Agreement does not authorize InSite Towers to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize InSite Towers to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 Intentionally deleted.

33.6 Should InSite Towers, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, the CLV will proportionately abate the rent during this time, and InSite Towers shall have no other recourse against the CLV for the CLV's failure to provide InSite Towers the use of the Premises set forth herein.

33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If InSite Towers disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. The CLV shall give InSite Towers prior notice of such inspection and InSite Towers shall have the right to accompany the CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should InSite Towers hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties

imposed by this Agreement upon CLV and InSite Towers shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by InSite Towers.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if InSite Towers shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if InSite Towers shall compound InSite Towers' debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for InSite Towers' property, or in the event InSite Towers shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of CLV and InSite Towers, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. RENT PAYMENT:

40.1 InSite Towers' checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue 6<sup>th</sup> Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. ADDITIONAL INSITE TOWERS OBLIGATIONS:

41.1 InSite agrees to provide, at InSite's sole cost and expense within ninety (90) days of the Commencement Date, one (1) Soil Reliever Model 72 (16 in/400mm depth Machine) and one (1) 10'6"X18' storage pod (the "Capital Improvement"). The specifications are detailed in Exhibit "F". In the event that InSite's expenditures on the Capital Improvements exceed the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00), then any amount over said \$25,000 shall be deducted from the Rent as described in Section 5.3 above.

42. DATE OF AGREEMENT:

42.1 The parties acknowledge that certain obligations of CLV and InSite Towers are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement"

or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, in the aggregate, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. DAMAGE AND DESTRUCTION:

44.1 In case of damage or destruction of the Wireless Communications System Structure or any part thereof due to the negligence or willful acts of InSite Towers, or InSite Towers' agents, employees, contractors or subtenants, InSite Towers shall promptly at InSite Towers' expense, repair, restore and rebuild and Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.2 In case of damage to or destruction of the Wireless Communications System Structure or any part thereof by a Casualty, InSite Towers shall promptly give written notice thereof the CLV. In the event such Wireless Communications System Structure is less than fifty percent (50%) destroyed or damaged, then InSite Towers shall, at InSite Towers' expense, with insurance proceeds or otherwise, promptly repair, restore and rebuild the Wireless Communications

System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.3 In the event the Wireless Communications System Structure is more than fifty percent (50%) damaged or destroyed, then InSite Towers shall have the following options:

- a) At InSite Towers' expense, InSite Towers may promptly restore, repair, replace or rebuild the Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect; or
- b) InSite Towers may terminate this Agreement by written notice to CLV and remove the above-ground portions of the Wireless Communications System Structure in accordance with Section(s) 18 and 19.

Within sixty (60) days after the Casualty, InSite Towers shall notify CLV which of the foregoing options InSite Towers has chosen and shall proceed with diligence to effectuate such options. As used herein, "Casualty" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of Agreement.

44.4 Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by InSite Towers shall be so installed, kept, stored or maintained at the risk of InSite Towers. CLV shall not be responsible for any loss or damage to equipment owned by InSite Towers, except to the extent caused by CLV's willful misconduct or gross negligence.

45. CONDEMNATION:

45.1 If all of any part of the licensed Premises, or if all or any part of the property underlying the Wireless Communications System Structure or roadway to the licensed Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole discretion of InSite Towers renders the licensed Premises unusable for its intended purpose, then at InSite Towers' option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking.

45.2 In the event compensation is awarded or paid upon a total or partial condemnation of the Premises, InSite Towers shall be entitled to receive the award related to the Wireless Communications System Structure and any infrastructure built by InSite Towers and related to said Wireless Communications System Structure. InSite Towers shall have the right to claim and recover from the condemning authority, but not from the CLV, such compensation as may be separately awarded or recoverable by InSite Towers, in InSite Towers' own right, whether for lost profits or other damage claimed by InSite Towers.

45.3 If this Agreement shall continue after such taking, the Agreement shall remain unaffected except that the Rent shall be reduced by an amount which bears the same proportions to the Rent immediately prior to the partial taking as the rental value of the whole licensed Premises immediately prior to such taking.

46. INSITE TOWERS' FINANCING; SUBROGATION

46.1 For the purposes of allowing InSite Towers to satisfy its lender's continuation rights with respect to the Wireless Communications System Structure on the Premises and with respect to this Agreement, CLV agrees to the following:

- a) CLV agrees to recognize InSite Towers, subleases and/or licenses of all customers of InSite Towers occupying space on the Wireless Communications System Structure, and will permit each such customer to remain in occupancy of the Premises notwithstanding any default hereunder by InSite Towers, during the applicable notice and cure period for such default, so long as such customer is not in default under its Agreement, sublease or license.
- b) CLV hereby agrees to give InSite Towers' mortgagee written notice of any breach or default of the terms of this Agreement within a reasonable time after the occurrence thereof, at such address as specified by InSite Towers' mortgagee. In the event of any such breach of default under the terms of this Agreement, InSite Towers' mortgagee shall have the right, to the same extent and with the same effect as the InSite Towers, to cure or correct any such default, whether the same shall consist of the failure to pay Rent or the failure to perform any obligation of InSite Towers hereunder, and CLV agrees to accept such payment of performance on the part of the InSite Towers' mortgagee as though the same had been made or performed by the InSite Towers. CLV agrees that it shall not exercise its right to terminate the Agreement or any of its other rights under this Agreement upon breach or default of the terms of this Agreement by InSite Towers without affording InSite Towers' mortgagee the foregoing notice and period to cure any default or breach under this Agreement.
- c) CLV hereby agrees (i) to subordinate any lien or security interest that it may have under applicable law or pursuant to this Agreement, to the lien and security interest of InSite Towers' mortgagee in the collateral securing all the indebtedness at any time owed by InSite Towers to its mortgagee (the "Collateral"); and (ii) that, upon an event of default under the loan documents between InSite Towers and its mortgagee or

under this Agreement, InSite Towers' mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the CLV of any rights which it may have herein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of CLV's lien and security interest.

- d) CLV acknowledges and agrees that nothing contained in the Agreement shall be deemed or construed to obligate the InSite Towers' mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of InSite Towers under this Agreement.

47. WAIVER OF CLV'S LIEN:

- (a) CLV waives any lien rights it may have concerning InSite Towers' Wireless Communications System facilities, which are deemed InSite Towers' personal property and not fixtures, and InSite Towers has the right to remove the same at any time without CLV's consent.
- (b) CLV acknowledges that InSite Towers has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of InSite Towers' Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

48. RELOCATION OR REMOVAL:

48.1 Subject to the other provisions of this Agreement, in the event there is a public need to redevelop, modify, remodel, or in any way alter the property on which the licensed Premises is located, CLV shall in good faith use reasonable efforts to fully accommodate InSite Towers' continued use of the licensed Premises. Should any

proposed redevelopment necessitate the relocation of the licensed Premises or InSite Towers' Facilities, and/or any alterations to InSite Towers' Facilities, InSite Towers shall relocate or make the necessary alterations, at InSite Towers' sole cost, expense and risk. Notwithstanding the provisions of section 19, CLV shall provide InSite Towers with no less than six (6) months' prior written notice of CLV's proposed redevelopment. CLV shall also provide a temporary location within a close proximity to the existing tower. CLV shall only be entitled to relocate the licensed Premises or InSite Towers Facilities, and/or require any alterations to InSite Towers' Facilities, as set forth above following the expiration of the second (2<sup>nd</sup>) Renewal Term. CLV shall not be entitled to relocate the licensed Premises or InSite Towers' Facilities and/or require any alterations to InSite Towers' Facilities, more than one (1) time during the Term of this Agreement.

49. DISCLOSURE OF PRINCIPALS:

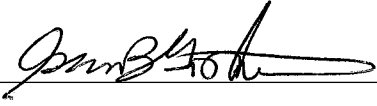
Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, InSite Towers warrants that it has disclosed on the form attached as **Exhibit "E"**, all principals and partners of InSite Towers, LLC, a Delaware limited liability company as well as all persons and entities holding more than a one percent (1%) interest in InSite Towers, LLC, a Delaware limited liability company, throughout the term hereof, InSite Towers, LLC, a Delaware limited liability company, shall notify CLV in writing of any material change in the above disclosure within 15 days of any such change.

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

ATTEST

"CLV"  
CITY OF LAS VEGAS

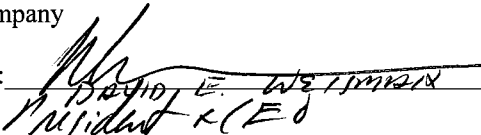
  
BEVERLY K. BRIDGES CMC, Acting City Clerk

  
OSCAR B. GOODMAN, Mayor:

APPROVED AS TO FORM:

"InSite Towers"  
InSite Towers, LLC, a Delaware limited liability company

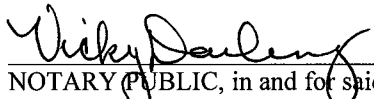
 9/20/07  
Deputy City Attorney Date  
Thomas R. Green

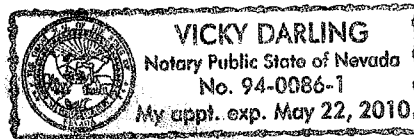
By:   
David E. Weisman  
President (CEO)

ACKNOWLEDGEMENTS

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

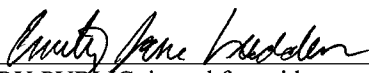
On this 21<sup>st</sup> day of February, 2007, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, Acting City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
NOTARY PUBLIC, in and for said  
County and State



STATE OF ) Virginia  
 ) ss.  
COUNTY OF ) Alexandria

On this 15<sup>th</sup> day of January, 2007, personally appeared before me, a Notary Public in and for said County and State, David E. Weisman known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
NOTARY PUBLIC, in and for said  
County and State

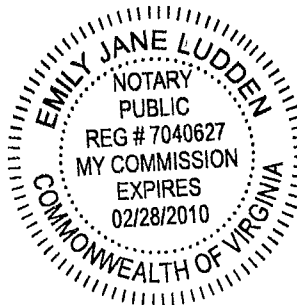
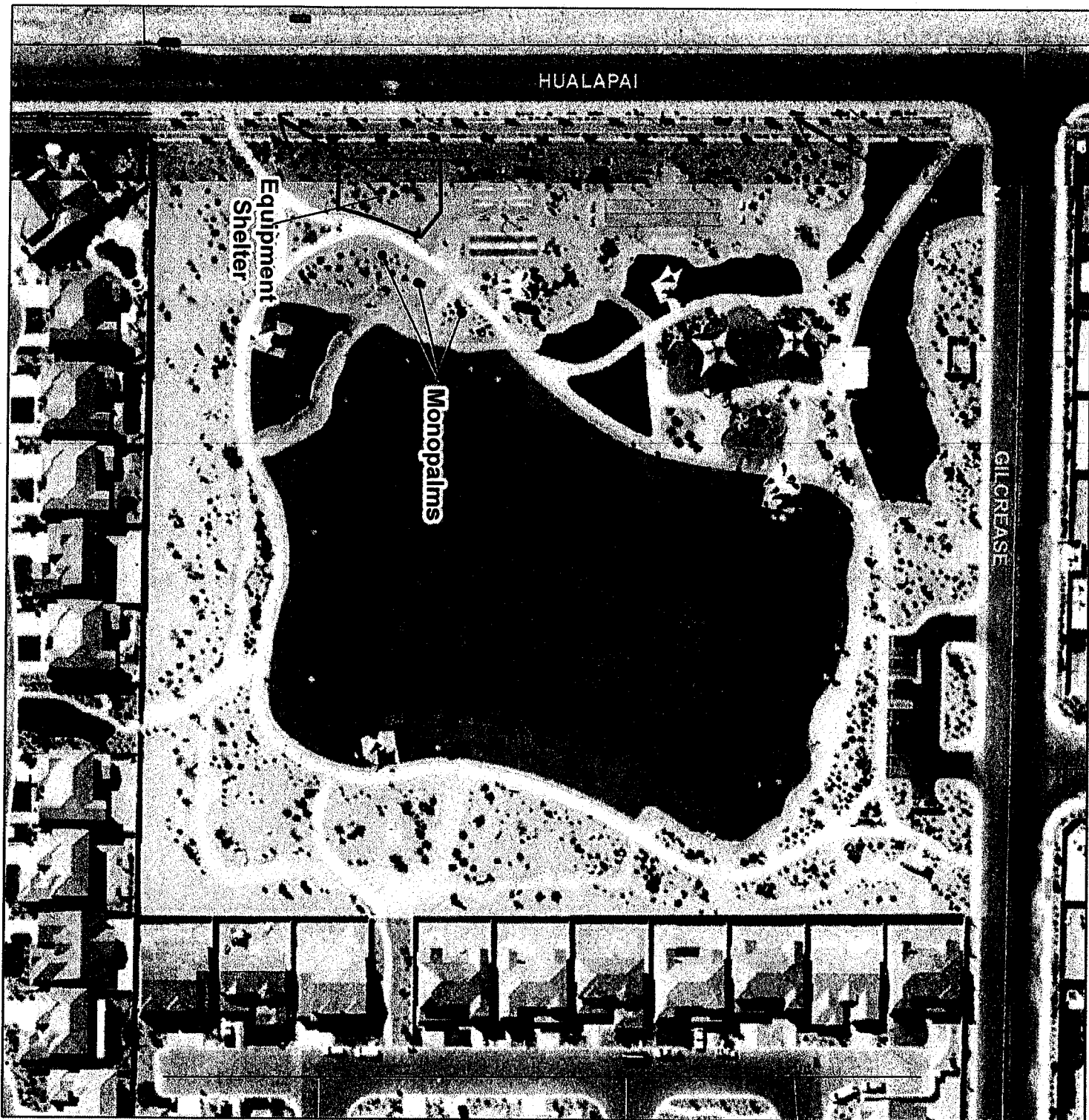


EXHIBIT "A"



Gilcrease Park  
Cell Site

Facilities Management  
Real Estate & Utilities



8/03/07

**EXHIBIT "B"**

**GILCREASE BROTHERS PARK**

**RENTAL FEES**

**MONTHLY/YEARLY  
RENTAL PAYMENT CALCULATIONS**

<b>INITIAL 5-YEAR TERM</b>	<b>MONTHLY RENTAL PAYMENT</b>	<b>TOTAL YEARLY AMOUNT</b>
1st YEAR	\$1,500.00	\$18,000.00
2nd YEAR	\$1,545.00	\$18,540.00
3rd YEAR	\$1,591.00	\$19,092.00
4th YEAR	\$1,639.00	\$19,668.00
5th YEAR	\$1,688.00	\$20,256.00

<b>FIRST 5-YEAR RENEWAL TERM</b>	<b>MONTHLY RENTAL PAYMENT</b>	<b>TOTAL YEARLY AMOUNT</b>
1st YEAR	\$1,739.00	\$20,868.00
2nd YEAR	\$1,791.00	\$21,492.00
3rd YEAR	\$1,845.00	\$22,140.00
4th YEAR	\$1,900.00	\$22,800.00
5th YEAR	\$1,957.00	\$23,484.00

<b>SECOND 5-YEAR RENEWAL TERM</b>	<b>MONTHLY RENTAL PAYMENT</b>	<b>TOTAL YEARLY AMOUNT</b>
1st YEAR	\$2,016.00	\$24,192.00
2nd YEAR	\$2,076.00	\$24,912.00
3rd YEAR	\$2,138.00	\$25,656.00
4th YEAR	\$2,202.00	\$26,424.00
5th YEAR	\$2,268.00	\$27,216.00

<b>THIRD 5-YEAR RENEWAL TERM</b>	<b>MONTHLY RENTAL PAYMENT</b>	<b>TOTAL YEARLY AMOUNT</b>
1st YEAR	\$2,336.00	\$28,032.00
2nd YEAR	\$2,406.00	\$28,872.00
3rd YEAR	\$2,478.00	\$29,736.00
4th YEAR	\$2,552.00	\$30,624.00
5th YEAR	\$2,629.00	\$31,548.00

**EXHIBIT “C”**

**PLANS & DETAILS**

Due to the size and volume of Exhibit “C,” it is on file with the Department of Public Works, 400 Stewart Avenue, 4<sup>th</sup> Floor, Las Vegas, NV 89101.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, InSite Towers shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, InSite Towers shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and InSite Towers. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that InSite Towers fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, InSite Towers hereby agrees to protect, indemnify, and hold the CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of InSite Towers or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, InSite Towers, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, InSite Towers expressly agrees, at its sole cost and expense, to defend the CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which InSite Towers has agreed to indemnify the CLV, its officers, employees and agents. If InSite Towers fails so to do, the CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to InSite Towers.

WAIVER OF SUBROGATION. CLV hereby waives, and InSite Towers hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement, and the CLV and InSite Towers, each waives any right of subrogation that it might otherwise have against the other party.

**EXHIBIT "E"**

**DISCLOSURE OF PRINCIPLES**

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that InSite Towers, LLC, is a Delaware limited liability company InSite Wireless Group, LLC a Delaware limited liability company owns 100% of InSite Towers, LLC.

**INSITE TOWERS, LLC**

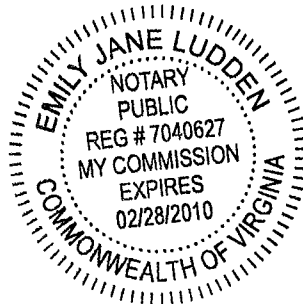
By: \_\_\_\_\_

*[Signature]*  
Authorized Signatory  
*President & CEO*

State of ) Virginia  
          ) ss.  
County of ) Alexandria  
          City

Subscribed and sworn to before me this  
15<sup>th</sup> day of January, 2008.

*Emily Jane Ludden*  
Notary Public



**EXHIBIT "F"**

**SOIL RELIEVER AND STORAGE POD SPECIFICATIONS**

(1) Soil Reliever 16 in/400mm Depth Machine – Model 72

Machine Wight (with P.T.O. and top link)	1,985 lbs (900kg)
Working Width	72 in. (1.83 m)
Working Depth (adjustable)	1-16 in. (25-400mm)
Hole Spacing	3-6 in. (75-150mm)
Productivity	38,000 sq. ft./hr (3,530 sq. m/hr)
Recommended Tractor Size	45 HP
Recommended Lift Capacity	2,800 lbs. (1270 kg)
Recommended Counter Weight	300-500 lbs. (135-225kg)
Recommended P.T.O. Speed	450-500 R.P.M.
Actual Working Speed @ 400 P.T.O. R.P.M. (varies with hole spacing)	.08-1.5 M.P.H.
Lift System	Standard 3 Point
Warranty	24 months

Southern Green, Inc. (225-654-9888 or 800-888-9883 – 21126 Plank Rd. Zachary, LA 70791) may be able to assist in the ordering of the soil reliever.

(1) 10'6"X18' Container with Premium Doors on 1 End

includes patented tri-cam locking lock system if purchased from Mobile Mini Inc.

Mobile Mini, Inc.(702-699-5668 – 3101 Westwood Drive Las Vegas, NV 89109) may be able to assist in the ordering of the storage pod.

**\*\*Please let them know you are purchasing these items for the City of Las Vegas so that you are quoted the same prices the City pays.**

**InSite Towers will need to coordinate the delivery of the equipment with Ray Montoya, Park Maintenance Supervisor, at 702-249-4934.**