NV7358

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment") is made and entered into this 16th day of December, 2009 ("Effective Date") by and between the City of Las Vegas, a municipal corporation of the State of Nevada, successor in interest to Atrium-SCE, LLC, (the "Licensor") and Nextel of California, Inc., a Delaware corporation (the "Licensee"). Licensor and Licensee are individually or collectively are referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, on or about December 10, 2001, the Licensee and Atrium-SCE entered into a License Agreement, further amended on April 11, 2002 ("Agreement"), both of which are attached hereto as Exhibit A and incorporated herein by this reference, for the installation and operation of wireless communications equipment ("Wireless Equipment") at the premises located at 333 North Rancho Drive in Las Vegas, Clark County, Nevada known as the Atrium Building (the "Atrium") with a term detailed in Section 5 of the Agreement;

WHEREAS, on or about December 17, 2007, the City purchased the Atrium and assumed the Agreement; and

WHEREAS, Licensor and Licensee have agreed to amend the Agreement subject to the terms and conditions set forth in this Second Amendment, and for good and valuable consideration;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Unless otherwise specifically defined in this Second Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement.

2. After the full execution of this Second Amendment, Licensee may sublease space to Clear Wireless LLC on the Wireless Equipment or property within the area described in Exhibit C of the Agreement ("Licensed Premises"). In addition, Licensee may sublease space to third-parties other than Clear Wireless LLC on the Wireless Equipment or Licensed Premises with Licensor's prior written consent. Each subleasee of Licensee shall be required to comply with the obligations of Licensee under the terms of the Agreement and this Second Amendment. Any changes by the sublicensee to the Licensed Premises that requires additional City rooftop or facilities space for equipment and antennas shall be subject to approval by Licensor with terms to be negotiated in the future. The execution of any sublicense agreement shall not release Licensee from any of Licensee's obligations in the Agreement for this Second Amendment.

3. Licensee represents and acknowledges that as of the date of this Second Amendment, Licensee (i) is not in default under the terms of the Agreement; (ii) has no defense, set off or counterclaim to the enforcement by Licensor of the terms of the Agreement; and (iii) is not aware of any action or inaction by Licensor that would constitute an Event of Default by Licensor under the Agreement.

4. The Parties reaffirm the Agreement and agree and acknowledge that, except as expressly amended hereby, the Agreement remains in full force and effect according to its terms. In the event of any conflict between the terms of the Agreement or First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.

5. Upon approval of this Second Amendment by the City Council of the Licensor and after it has been fully executed by signature of all parties, the Licensor designates the Administrator of Facilities Managements' Real Estate & Utilities Section who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of the Agreement, including amendments, document requiring signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand Dollars and No Cents ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office and recordings and filing with the City of Las Vegas City Clerk's Office.

6. Counterparts; Electronic Delivery. This Second Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the Effective Date set forth above.

CITY OF LAS VEGAS
"Licensor"

Oscar B. Goodman, Mayor

ATTEST:

Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 11/5/09
Deputy City Attorney Date

NEXTEL OF CALIFORNIA, INC.
"Licensee"

By: _____

Name: Jeannine Millard
Manager Real Estate

Title: _____
11-16-09

ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 18th day of December, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

Stacey Campbell
Notary Public

STATE OF KANSAS)
)ss.
JOHNSON COUNTY)

On this 16th day of November, 2009, before me, the undersigned Notary Public in and for said County and State, appeared Jeannine Millard known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

ALLISON GIFFIN
Notary Public, State of Kansas
My Appointment Expires
9-25-13

Allison Giffin
Notary Public

EXHIBIT A
License Agreement and First Amendment

MKT: LAS VEGAS
SITE#: NV 7358a (Lorenzi)

FIRST AMENDMENT

This First Amendment is attached to and made a part of the License Agreement [the "Agreement"] dated December 10, 2001, by and between ATRIUM-SCE, LLC, a California limited liability company (herein called "Licensor") and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications (herein called "Licensee").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

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

1. That Exhibit C to the Agreement is deleted in its entirety and replaced with the new Exhibit C attached hereto and incorporated herein by this reference.

2. In addition to the foregoing, Licensee shall, at Licensee's sole cost, perform the following:
   a. Remove and properly dispose of pine tree, located just south of the parking garage as more particularly illustrated in Exhibit C attached hereto;
   b. Relocate existing trash container to the south and pour a concrete pad for the new location, as more particularly described in Exhibit C attached hereto; and
   c. Remove the two olive trees as shown in the attached Exhibit C attached hereto and replace with two parallel parking spaces.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the 11 day of April, 2002.

LICENSOR

ATRIUM-SCE, LLC, a
California limited liability company

By: _____

Name: Brett R. Baumgarten

Title: Managing Member

Date: 4/3/02

LICENSEE

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications

By: _____
Gilbert T. Montoya

Title: Area Eng/Ops Vice President

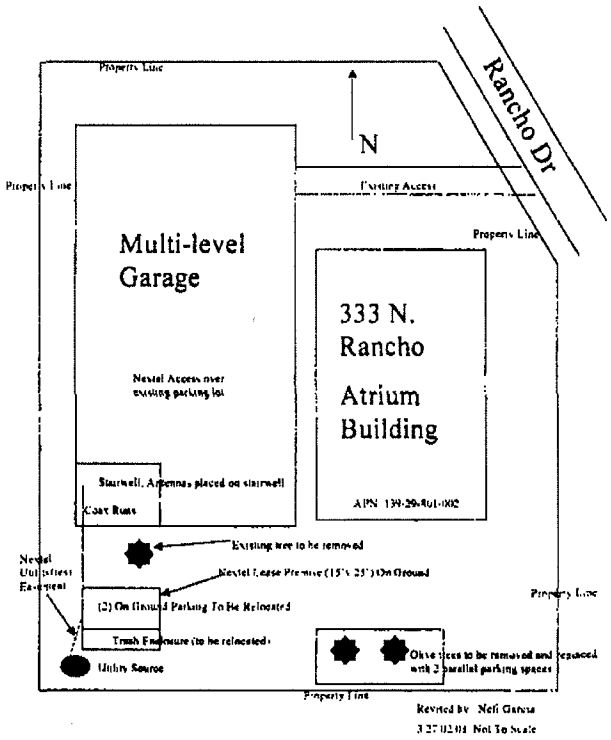
Date: 4/11/02

MKT: LAS VEGAS
SITE#: NV 7358a (Lorenzi)

EXHIBIT C

Location of Licensee's Equipment

The Premises are described and/or depicted as follows:



LICENSE AGREEMENT

This license agreement ("**Agreement**") is made as of this 10 day of DECEMBER, 2001 ("**Agreement Date**"), by and between

ATRIUM-SCE, LLC, a California limited liability company having an office at 4080 Cavitt Stallman Road, Suite 200, Granite Bay, California ("**LICENSOR**")

AND

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, having an office at 310 Commerce Drive, Irvine, California 92602 ("**LICENSEE**").

The property which is the subject of this Agreement are those portions of the realty and/or buildings or structures located thereupon which are owned or leased by LICENSOR, or which LICENSOR has a right to the use of the building known as Atrium Tower and located at 333 North Rancho Drive, Las Vegas, Nevada ("**Premises**"). The Premises is further described on Exhibit "A" attached hereto.

LICENSOR's managing agent with respect to communications equipment located upon the Premises is AAT Communications Corp., a New York corporation having an office at Woodbridge Place, 517 Route One South, Fifth Floor, Iselin, New Jersey 08830 ("AAT").

In consideration of the mutual covenants and obligations herein contained, Licensor and Licensee agree as follows:

1. **License.** *LICENSOR grants to LICENSEE a non-exclusive right to use the Premises for the installation and operation of the communications equipment ("**Equipment**") described on Exhibit "B" attached hereto. LICENSEE is solely responsible for determining whether the Premises are suitable for its intended use. Notwithstanding the foregoing, LICENSOR agrees that LICENSEE shall have the exclusive use of those portions of the Premises upon and/or within which the Equipment is located. In the event LICENSEE constructs its own shelter pursuant hereto, LICENSOR agrees that LICENSEE shall have the exclusive right to use the equipment shelter portion of the Premises.*

2. **Pre-Installation Testing/Installation.** A. *Subject to the consent of LICENSOR, LICENSEE shall have the right at any time following the Agreement Date to enter upon the Premises for the purpose of making appropriate engineering surveys, inspections, and other reasonably necessary tests and constructing the Equipment.* B. *LICENSEE shall be responsible for obtaining all permits, licenses and other approvals required by any municipal, county, state or Federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission ("FCC"), for the installation and operation of its Equipment at the Premises. LICENSOR agrees to cooperate with LICENSEE, at LICENSEE's expense, in making application for and obtaining all such permits, licenses and other approvals Before commencing said installation, LICENSEE shall seek AAT's and LICENSOR's approval of LICENSEE's plans and specifications. LICENSOR and AAT shall not unreasonably withhold their approval of said plans and shall use best efforts to respond within 20 business days after LICENSEE'S submission of such plans and specifications. The location at which the Equipment shall be installed shall be determined jointly by AAT LICENSOR and LICENSEE, with consideration of LICENSEE's needs; once determined, such location shall be described and/or depicted on Exhibit "C" attached hereto. The Equipment shall be installed in accordance with AAT's technical standards as set forth on Exhibit "D" and principles of good workmanship. LICENSEE shall notify LICENSOR at least 48 hours prior to the commencement of installation of the Equipment.*

3. **Interference.** A. *LICENSEE represents and warrants that the Equipment shall not (i) cause interference to the electronic equipment and/or television or radio reception of LICENSOR and residents/tenants of the Premises' Owner, (ii)*

cause interference to the communications equipment of other users of the Premises existing as of the date of installation of LICENSEE's Equipment or (iii) create a nuisance at or upon the Premises. LICENSEE shall cooperate with AAT and LICENSOR to the extent reasonably necessary to determine the source of any interference believed to be emanating from systems operating at the Premises. If LICENSEE's Equipment is determined to be the cause of any such interference, and such interference cannot be eliminated within 48 hours after receipt of notice thereof from AAT or LICENSOR, LICENSEE shall discontinue use of the Equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated.

B. *Subsequent to the installation of the Equipment, LICENSOR shall not permit itself, its lessees or licensees to install new equipment on the Premises if such equipment is likely to cause interference with LICENSEE's Equipment In the event any such interference occurs to LICENSEE's Equipment, AAT and LICENSOR agree to take all action necessary to eliminate such interference within 72 hours after receipt of notice thereof from LICENSEE. In the event such interference is not timely eliminated, LICENSOR shall immediately require (including, without limitation, terminating the agreement of such interfering party and/or turning off the power to such equipment, provided that such remedies are available within the agreement between LICENSOR and such interfering party) the interfering party to discontinue use of the equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated. LICENSOR represents that the agreements executed by and between LICENSOR and future users of the Premises shall include, and LICENSOR shall enforce, language substantially similar to the foregoing.*

4. **Access.** *LICENSEE and its employees, agents and contractors shall have access to the Premises during the hours of 9 A.M. and 5 P.M., Monday through Friday, only for the purposes of installing, operating, maintaining, repairing and removing the Equipment. In the event of emergency or equipment malfunction, access shall be granted at any time, subject to the security, safety and identification procedures of LICENSOR as set forth in Exhibit "E" attached hereto.*

5. **Term.** A. *This Agreement shall become effective upon the commencement of installation of the Equipment or March 1, 2002, whichever first occurs ("**Commencement Date**") and shall continue in effect for a term of five (5) years, unless terminated prior to the expiration of said term in accordance with the provisions of Paragraph 18.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) this Agreement has not expired or been terminated, and (iii) LICENSEE has not notified LICENSOR at least 180 days prior to the expiration of the then-current term of its election not to renew the term, this Agreement shall automatically be renewed under the same terms and conditions for four additional five-year terms, subject to the increase in the license fee provided in Paragraph 6 hereof.*

C. *LICENSEE shall have no right to hold over at the Premises beyond the expiration of this Agreement. In the event of a holdover tenancy, LICENSEE shall be liable for a holder fee in an amount equal to 150% of the then current license fee paid at the time of the termination or expiration of this Agreement for each month LICENSEE holds over.*

6. **License Fee.** *As compensation for the rights granted hereunder, LICENSEE shall pay to LICENSOR an annual license fee of Eighteen Thousand Dollars ($18,000.00) for the first year of the term, payable in monthly installments of one-twelfth each, beginning on the Commencement Date. All license fee payments due hereunder shall be paid in advance and shall be due on or before the first day of each month. In the event the Commencement Date is other than the first day of the month, the license fee for the first and last months of the term hereof shall be apportioned accordingly. At each anniversary of the Commencement Date, during the initial term and any renewal terms, the annual license fee payable by LICENSEE shall automatically increase by four percent (4%).*

7. **Responsibility for Equipment/Waiver of Lien.** A. *The Equipment shall remain the personal property of LICENSEE, and LICENSEE agrees that neither LICENSOR nor AAT shall have any responsibility for the care and protection thereof. LICENSEE shall mark all of its Equipment (including but not being limited to antennas, cables and equipment cabinets) with weatherproof tags or plates identifying LICENSEE as the owner and/or operator thereof and shall keep, operate and*

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maintain said Equipment in a safe condition and in good repair.

B. *LICENSOR waives any lien rights it may have concerning the Equipment which is deemed LICENSEE's personal property and not fixtures, and LICENSEE has the right to remove the same as provided in Section 4 of this Agreement without LICENSOR's consent, provided, however, that LICENSEE shall remain liable for the license fee due and payable hereunder.*

C. *LICENSOR acknowledges that LICENSEE has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Equipment (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, LICENSOR (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 license fee due or to become due and that such Collateral may be removed as provided in Section 4 of this Agreement without recourse to legal proceedings provided, however, such removal shall not relieve LICENSEE of any liabilities hereunder.*

8. **Electrical.** A. *LICENSEE will, at its sole cost and expense, arrange and pay for separately metered electrical power to LICENSEE's Equipment. In the event LICENSEE is unable to obtain separately metered electrical service from the local utility company, LICENSEE shall use the existing electrical circuits at the Premises. In the event any increase in the capacity or modification thereof is required for the operation of the Equipment, LICENSEE shall, subject to the consent of LICENSOR, perform such modifications at its sole cost and expense.*

B. *LICENSEE shall have the right to install a submeter to measure the electricity consumed by the Equipment and shall, on a monthly basis, compensate LICENSOR at the rate charged by the serving utility company for the cost of same. In the event LICENSEE does not exercise the foregoing right, LICENSOR shall compute or meter such consumption by the Equipment and bill LICENSEE for the cost of same. LICENSOR shall, upon request of LICENSEE, provide LICENSEE with reasonable supporting documentation establishing the basis for such billing.*

C. *Subject to the approval of the LICENSOR and to LICENSEE'S compliance with all applicable law and regulations, LICENSEE shall have the additional right to install, for LICENSEE's exclusive use, (i) a battery backup, and (ii) a plug to connect an external power source to be connected in the event that power is, or will be, out for one hour or more and (iii) an emergency generator. In the event that LICENSEE elects to connect an emergency generator, both parties hereby agree that the emergency generator shall not be placed on the rooftop but shall remain on the ground provided that LICENSEE shall have access to and exclusive use of the generator receptacle and is hereby grants all necessary rights related thereto (including, but not limited to, the right to place and maintain the mobile generator adjacent to the generator receptacle).*

9. **Compliance with Laws.** *The Equipment shall, at all times during the initial term and any renewals, be installed, operated and maintained by LICENSEE in accordance with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not being limited to, all rules, regulations and orders of the FCC and the Occupational Safety & Health Administration ("OSHA"). Within 10 days after the Commencement Date, LICENSEE shall provide AAT or LICENSOR with a copy of the license issued by the FCC for the Equipment. In addition, LICENSEE shall post a copy of said FCC license at the Premises, in the location designated by AAT or LICENSOR.*

10. **RF Emissions.** A. *LICENSEE shall be responsible for ensuring that the Equipment does not cause radiofrequency ("**RF**") emissions which are in excess of the safe limits established by the FCC (the "**RF Standards**"). Before installing the Equipment, LICENSEE shall survey the existing RF environment at the Premises. By installing the Equipment, LICENSEE shall be deemed to have represented to LICENSOR that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Premises as of the Commencement date cause to be violated, the RF Standards.*

B. *LICENSEE shall cooperate with LICENSOR in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Premises. LICENSOR and/or AAT shall provide LICENSEE with as much advance notice of any such maintenance as is reasonably available.*

Except in the event of (i) an emergency or (ii) maintenance by LICENSOR, LICENSOR and AAT agree to use best efforts to schedule such powering down only at such times and for such periods as reasonably acceptable to LICENSEE.

11. **Environmental.** A. *LICENSOR represents that neither LICENSOR nor, to LICENSOR's knowledge, any third party has used, generated, stored, treated or disposed of, or permitted the use, generation, storage, treatment or disposal of, any Hazardous Materials on, in, under or about the Premises in violation of any law or regulation.*
B. *LICENSEE shall not bring, use, generate, store, treat or dispose of any Hazardous Materials on, in, under or about the Premises in violation of any law or regulation.*
C. *LICENSOR shall not, and shall not permit any third party under its control to bring, use, generate, store, treat or dispose of any Hazardous Material on, in, under, or about the Premises in violation of any law or regulation.*
D. *As used herein, "Hazardous Materials" shall mean any material, waste or substance defined as hazardous, toxic or dangerous in any applicable local, county, state or Federal law or regulation.*

12. **Insurance.** A. *At all times during the initial term and any renewal terms, LICENSEE shall carry insurance protecting itself, and naming LICENSOR and AAT as additional insureds (except for any act, omission or negligence of LICENSOR and/or AAT and/or the lessees, licensees, employees, agents and contractors of either) against all claims, demands, judgments, liabilities and losses which may be made against or suffered by them as a result of (i) LICENSEE's use of the Premises, (ii) the installation, operation or presence of the Equipment at the Premises, or (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises.*
B. *The insurance required to be obtained and maintained by LICENSEE shall be as follows:*

- All Risk property insurance in the amount of the Equipment's replacement cost;
- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million; and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

C. *Within 10 days after full execution of this Agreement and on each anniversary of the Commencement Date during the initial term and any renewal terms, LICENSEE shall provide LICENSOR and AAT with current certificates of insurance, evidencing that LICENSEE has obtained the requisite coverages in the mandated amounts, that LICENSOR and AAT are named as additional insureds thereunder, and that such policies cannot be cancelled or amended without at least 30 days' prior notice to LICENSOR and AAT.*

13. **Hold Harmless.** A. *LICENSEE shall indemnify and hold LICENSOR and AAT harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees but expressly excluding any and all of the foregoing which result from the negligence or willful misconduct of LICENSOR or AAT which are suffered by, levied upon or brought against either (or the employees, agents or contractors of either) as a result of (i) the performance of any surveys, inspections and testing by LICENSEE pursuant to the provisions of Part A of Paragraph 2 of this Agreement; (ii) the installation, operation, presence, use, maintenance or removal of the Equipment at the Premises; (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises; (iv) any interference in violation of the provisions of Part A of Paragraph 3 which is caused by the Equipment; (v) any exposure to RF emissions originating, in whole or in part, from the operation of the Equipment in violation of the provisions of Paragraph 10; or (vi) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSEE or any employee, agent or contractor of LICENSEE.*
B. *LICENSOR and AAT shall indemnify and hold LICENSEE harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees but expressly excluding any and all of the foregoing which result from the negligence or willful misconduct of LICENSEE) which are suffered by, levied upon or brought against LICENSEE (or its employees, agents or contractors) as a result of (i) the installation, operation, presence,*

use, maintenance or removal of any equipment (other than LICENSEE's Equipment) at the Premises; (ii) any act, omission or negligence of LICENSOR, AAT or their employees, agents or contractors while on or in the vicinity of the Premises; (iii) any interference in violation of the provisions of Part B of Paragraph 3 which is caused to the Equipment; (iv) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSOR or any employee, agent or contractor of LICENSOR; (v) the breach by LICENSOR of any warranty of LICENSOR as set forth in Paragraph 22 or (vi) the failure of the Premises to be in compliance with the marking and lighting requirements as set forth in Paragraph 23 hereof. It is understood and agreed that LICENSOR's indemnification obligations with respect to claims made by LICENSEE under provision (i) of this Part B shall not include liability for consequential damages.

C. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

14. **Removal of Equipment.** *Within a period of 20 days following the expiration or termination of this Agreement, LICENSEE shall (i) remove the Equipment and all cables, components and other property of LICENSEE from the Premises, (ii) repair any damage to the Premises caused by such removal and (iii) restore those portions of the Premises upon and/or within which the Equipment was located to the condition which existed as of the Commencement Date, reasonable wear and tear excepted. Any equipment, cabling, components or other property of LICENSEE remaining on the Premises after the expiration of the aforestated period may be removed and stored by LICENSOR. Should LICENSEE fail to commence to repair any damage to the Premises or to restore the Premises to the original condition within the aforestated period, LICENSOR may, at its option, have such repair and/or restoration performed, and LICENSEE shall reimburse LICENSOR for all reasonable expenses incurred by LICENSOR. In the event that LICENSEE has failed to reclaim said property within 90 days after the expiration of the aforestated 20-day period, LICENSOR may, upon an additional 30 days prior written notice to LICENSEE (and opportunity to reclaim the same, subject, however, to reimbursement of LICENSOR's expenses in connection with the removal and storage thereof) deem such property to have been abandoned and may dispose of the same as LICENSOR sees fit. LICENSEE shall reimburse LICENSOR for all expenses incurred by LICENSOR in removing and storing, and, if in accordance with the provisions of this Paragraph, disposing of any such property of LICENSEE and, despite such removal, LICENSEE shall be responsible for 100% of the license fee due and payable hereunder until the property is removed by LICENSEE or disposed of by LICENSOR in accordance with the provisions of this Paragraph.*

15. **Casualty.** *In the event fire or other calamity ("**Casualty**") causes a total destruction of the Premises, this Agreement shall automatically terminate as of the date of such Casualty. In the event of Casualty causing damage to the Premises comprising less than a total destruction thereof, LICENSEE may, if the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty, install a temporary cell on wheels ("**COW**"), subject to the approval of LICENSOR. In the event that either (i) a COW is not permitted or (ii) the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty, LICENSEE may terminate this Agreement. The license fee payable by LICENSEE hereunder shall either, to the extent applicable, be reduced in proportion to LICENSEE's reduction in usage of the Premises and/or provision of services therefrom as a result of such Casualty or, where there is a total cessation of LICENSEE's operations, be abated for such period of time as LICENSEE is unable to use the Premises (including via a COW) to the full extent anticipated herein as a result of any Casualty.*

16. **Condemnation.** *If the Premises or any portion thereof is condemned or subjected to a taking by any governmental authority with the power of eminent domain, this Agreement shall terminate as of the date upon which LICENSEE is required to remove its Equipment from the Premises. LICENSEE shall be entitled to seek its own award from the condemning authority only to the extent such award does not result in a diminution of the awards payable to LICENSOR and AAT, except if such awards include the value of LICENSEE'S Equipment and/or moving expenses.*

17. **Default.** *The occurrence of the following events shall constitute an event of default hereunder:*

*(i) the failure of either party to comply with any of the provisions of this Agreement or to faithfully and timely perform all of the duties and obligations of such party hereunder (a "**Non-Monetary Default**"); or*

*(ii) the failure of LICENSEE to pay, when due, the license fee or any other amounts owed LICENSOR hereunder (a "**Monetary Default**").*

18. **Termination.** A. *This Agreement may be terminated under the following circumstances:*

(i) upon receipt of written notice from the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within 25 days of receipt of notice from the non-defaulting party of the existence of said default;

(ii) upon receipt of written notice from LICENSOR or AAT upon LICENSEE's failure to make full payment of any amounts owed hereunder within 15 days of LICENSEE's receipt of notice from LICENSOR declaring LICENSEE to be in Monetary Default;

(iii) upon receipt of written notice from either party, if LICENSEE is unable to eliminate any interference caused by its Equipment within a period of 20 days following LICENSEE's receipt of notice from LICENSOR or AAT of the existence of such interference in accordance with the terms of Paragraph 3. hereof;

(iv) upon receipt of written notice from LICENSOR or AAT, in the event the Equipment is determined to be the source of RF emissions in violation of the provisions of Part A of Paragraph 10 above and LICENSEE has failed to minimize such RF emissions to a degree in compliance with the RF Standards within the earlier of 72 hours after prior written notice or the time limit established by the FCC, LICENSEE shall, upon receipt of notice from LICENSOR and/or AAT of said violation, discontinue use of the Equipment (except for intermittent testing) until the Equipment is in compliance with the RF Standards.;

(v) upon receipt of written notice from LICENSEE, in the event of interference to the Equipment caused by the equipment of any other party, whether on the Premises or elsewhere, which is not minimized to an acceptable degree within 20 days following LICENSOR's receipt of notice from LICENSEE of the existence of such interference;

(vi) by LICENSEE, upon 10 days' notice to LICENSOR, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Premises or by buildings or other structures which are constructed in the surrounding area after the date of this Agreement;

(vii) upon receipt of written notice from LICENSEE, if LICENSOR and/or AAT (a) do not approve of LICENSEE'S plans and specifications pursuant to the provisions of Part B of Paragraph 2, or (b) do not reach an agreement, acceptable to LICENSEE in its sole discretion, regarding the location at which the Equipment shall be installed by LICENSEE, or (c) do not consent to any increase and/or modification of the existing electrical circuits at the Premises as set forth in Paragraph 8 hereof within 30 days of the date LICENSOR is in receipt of LICENSEE's request therefor;

(viii) upon receipt of written notice from LICENSEE, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of LICENSEE's acts or negligence;

(ix) by LICENSEE, for any reason or no reason, provided LICENSEE delivers notice of such early termination no less than 30 days prior to the Commencement Date;,

(x) upon receipt of written notice from LICENSEE together with liquidated damages equal to 6 monthly installments of the license fee payable hereunder, for technological reasons not existing as of the Commencement Date and not otherwise addressed in this Paragraph 18, provided, however, that LICENSEE shall not be obligated to remit the aforereferenced liquidated damages if the technological reasons providing grounds for termination hereunder are the result of the acts or negligence of LICENSOR and/or Premises' Owner; or

(xi) upon receipt of written notice from LICENSEE, in the event LICENSEE is cited because the Premises is not in compliance with marking and lighting requirements as set forth in Paragraph 23 hereof.

B. *In the event of a Non-Monetary Default by either party hereunder which is subject to cure but cannot reasonably be cured within the time period set forth in section (i) of Part A of this Paragraph 18, the time for curing such default shall be extended for such period of time as may be reasonably necessary to complete such curing, provided the party in default proceeded*

promptly to cure same and thereafter diligently pursues such curing to completion and further provided that such additional time for curing does not materially interfere with the non-defaulting party's use of the Premises and/or rights set forth in this Agreement.

C. *Following the effective date of termination of this Agreement in accordance with any of the foregoing, neither party shall have any further obligation or liability hereunder, other than as may be specifically set forth herein.*

D. *In the event of termination pursuant to section (vii) of Part A of this Paragraph 18, any and all license fee payments made by LICENSEE pursuant to this Agreement shall be refunded to LICENSEE.*

19. **Contractors.** A. *Any and all contractors hired by LICENSEE to install the Equipment or perform any other work (except for maintenance and/or servicing of the Equipment) at the Premises ("**Licensee's Contractors**") shall be subject to the approval of LICENSOR or AAT. Such approval shall not be unreasonably withheld or delayed, subject, however, to any requirements of LICENSOR with respect to access to the Premises during the performance of such installation and/or other work.*

B. *Each of Licensee's Contractors shall be required to obtain insurance protecting itself, LICENSEE, LICENSOR and AAT against any and all claims, losses, damages or costs which may arise out of or result, directly or indirectly, from (i) the activities of said Licensee's Contractor at the Premises or (ii) the acts or negligence of said Licensee's Contractor or its employees. The insurance required to be obtained and maintained by each of Licensee's Contractors shall be as follows:*

- Comprehensive general liability insurance: $1 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;
- Automobile liability insurance in the amount of $1 million; and
- Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.

Prior to commencing work at the Premises, each of Licensee's Contractors shall provide AAT or LICENSOR with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that LICENSEE, LICENSOR and AAT are named as additional insureds thereunder; and that such policies cannot be cancelled or amended without at least 10 days' prior notice to the parties named thereunder as additional insureds.

C. *Notwithstanding the foregoing, LICENSEE agrees to accept all responsibility and liability for all actions of Licensee's Contractors and to indemnify and hold LICENSOR and AAT harmless from and against any and all claims, losses, damages or costs for which LICENSOR and AAT are not fully reimbursed pursuant to Part B of this Paragraph 19.*

20. **Assignment.** A. *LICENSOR may assign its interest in this Agreement to any third party, subject to the assignee assuming all of LICENSOR's obligations herein, provided that LICENSOR gives LICENSEE written notice of any such assignment at least 10 days prior to the effective date thereof.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) that LICENSEE gives written notice of its assignment (either prior to or within a reasonable time, not to exceed 15 days, after the effective date thereof) and (iii) the assignee agrees to assume all of LICENSEE's obligations hereunder (including those due and owing as of the effective date of assignment), LICENSEE shall have the right to assign its interest in this Agreement to any parent, subsidiary or affiliate of LICENSEE or its parent company; any entity with which or into which LICENSEE is merged or consolidated; or to any successor in interest or entity which acquires 51% or more of LICENSEE's stock or assets. Notwithstanding anything to the contrary contained in this Agreement, LICENSEE may, without consent and without any other condition precedent or subsequent (as may otherwise be applicable to an assignment of this Agreement), assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom LICENSEE (i) has obligations for borrowed 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, provided that such financing entity shall not assume LICENSEE's rights under this Agreement unless and until LICENSEE provides LICENSOR with prior written notification of the name and address of said party. In the event that any such financing entity elects to assume all of LICENSEE'S rights under the Agreement, such assignee shall also*

assume all of LICENSEE's obligations hereunder.

C. *Any assignment hereof by LICENSEE other than pursuant to the terms of Part B of this Paragraph 20 shall be subject to the written approval of LICENSOR. Any request for such approval shall be made in writing, at least 45 days in advance of the effective date of assignment, and shall include the net worth of the assignee as of the last day of the most recent quarter of said assignee's business year. LICENSOR shall not unreasonably withhold such approval, subject, however, to the assignee's agreement to accept all obligations of LICENSEE hereunder (including those due and owing as of the effective date of assignment).*

D. *LICENSEE shall not sublicense all or any part of its rights or obligations hereunder.*

21. **Controversies.** A. *Except for any uncontested termination pursuant to Paragraphs 17 and 18 hereof and/or any claim for injunctive relief, and in the event the amount in controversy or claimed as damages is less than $25,000, all controversies with respect to this Agreement or the rights, duties or obligations of the parties hereunder shall be settled by arbitration conducted by one arbitrator of the American Arbitration Association (the "AAA") in the County in which the Premises is located under the Rules of Commercial Arbitration (the "Rules") as they exist at the time demand is made therefor. The cost of said arbitration and all fees associated therewith shall be paid in accordance with the Rules.*

B. *In the event the amount in controversy or claimed as damages is equal to or greater than $25,000, the party making demand for same shall have the option of either making demand for arbitration in accordance with the provisions of Part A of this Paragraph 21 except that the arbitration shall be before a panel of three arbitrators, or seeking relief from an appropriate court having jurisdiction over the subject matter and parties. In the event that such party selects arbitration, two of the arbitrators shall be chosen in the following manner: one by each of the parties. The third arbitrator shall be selected by the two arbitrators chosen by the parties. If, within fifteen (15) days from the date of the selection of the first two arbitrators, the two arbitrators are unable to agree on the selection of the third arbitrator, the third arbitrator shall be selected by the AAA. The third arbitrator, who shall be the chair of the panel of arbitrators, shall be experienced in the matters similar to the matter in dispute and shall be experienced in conducting hearings*

C. *All arbitration proceedings conducted in accordance herewith shall be held in accordance with the laws of the State in which the Premises is located and the arbitrators shall be bound by the law and settled principles of equity in such State. If any action at law or equity is necessary (i) to enforce the terms of this Paragraph 21 (including, without limitation, collection of any sums awarded by the arbitrator(s)), (ii) to enforce any equitable rights (i.e. injunction) which may be available hereunder, or (iii) to enforce any other term under this Agreement, where the other party has expressly refused to submit to arbitration in breach of the provisions of this Paragraph and thereby waived any right to arbitration, then the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which the prevailing party may be entitled.*

22. **Warranty of Title and Quiet Enjoyment.** *LICENSOR warrants that: (i) LICENSOR owns the Premises and has rights of access thereto and LICENSOR has full right to make and perform this Agreement; and (ii) LICENSOR covenants and agrees with LICENSEE that upon LICENSEE paying the license fee and observing and performing all the terms, covenants and conditions on LICENSEE's part to be observed and performed, LICENSEE may peacefully and quietly enjoy the use of the Premises as granted hereunder.*

23. **Marking and Lighting Requirements.** *LICENSOR agrees that it and/or AAT, and not LICENSEE, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should LICENSEE be cited because the Premises is not in compliance, and should LICENSOR fail to cure the conditions of noncompliance, LICENSEE may proceed to cure the conditions of noncompliance at LICENSOR's expense, which amounts may be deducted from the monthly license fee.*

24. **Miscellaneous.** A. *This Agreement, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.*

B. *Any provision of this Agreement which is deemed to be invalid by any governmental or judicial body having authority hereover shall be considered deleted herefrom. Such determination shall not serve to invalidate the remaining provisions of this Agreement.*

C. *This Agreement shall extend to, inure to the benefit of and bind the heirs, successors and permitted assigns of the parties.*

D. *LICENSOR agrees that, unless LICENSOR has the right to record the Underlying Agreement, a Memorandum of Agreement in the form annexed hereto as Exhibit "F" shall not be recorded by LICENSEE in the Official Records of the County in which the Premises is located.*

E. *In the event the Premises is encumbered by a mortgage or deed of trust, LICENSOR agrees to use all reasonable efforts to obtain and furnish to LICENSEE a non-disturbance and attornment instrument for each such mortgage or deed of trust. In the event a nondisturbance and attornment instrument is obtained, LICENSEE shall be subordinate to any such mortgage or deed of trust.*

F. *This Agreement shall be construed, interpreted and governed under and in accordance with the laws of the State in which the Premises is located. Except as authorized by AAT or LICENSOR, with respect as otherwise permitted herein, LICENSEE agrees that it shall not contact or discuss the subject matter of this Agreement with LICENSOR but shall instead, in each other instance, contact AAT as LICENSOR's managing agent.*

G. *All notices and payments sent with respect to this Agreement shall be in writing and delivered to the other party via certified mail, return receipt requested, or national overnight delivery service. Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient party. The current addresses of the parties to which such notices should be sent are as follows:*

LICENSOR:	Atrium-SCE, LLC 4080 Cavitt Stallman Road, Suite 200 Granite Bay, California 95746
With a copy to:	Ronald N. Baumgarten 12304 Santa Monica Blvd, 3rd Floor Los Angeles, CA 90025
With a copy to:	AAT Communications Corp. 517 Route One South Iselin, New Jersey 08830 Attn: Contract Administration
LICENSEE:	Nextel of California, Inc. d/b/a Nextel Communications 310 Commerce Drive Irvine, California 92602 Attn: Property Manager
with a copy to:	Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191-3436 Attn.: Legal Dept. Contracts Mgr.

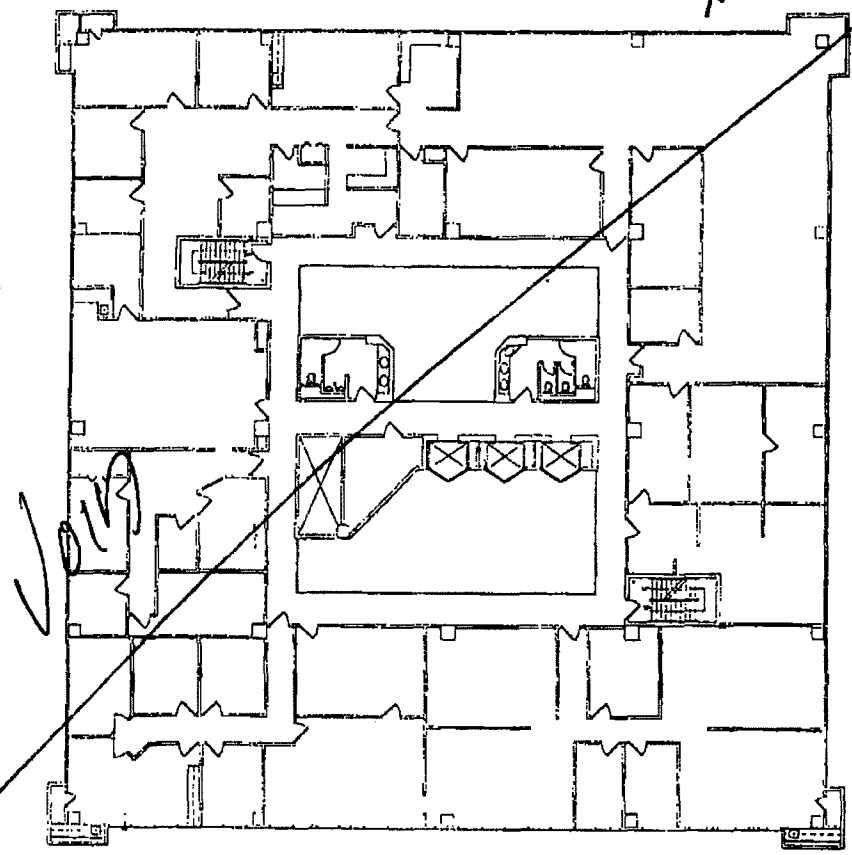
Each of the parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement as of the Agreement Date.

Accepted by: LICENSOR	Accepted by: LICENSEE
ATRIUM-SCE, LLC	NEXTEL OF CALIFORNIA, INC.
By:	By:
Name: ~~[illegible]~~ BRETT BOUCHARD	Name:
Title: MANAGING MEMBER	Title:
Date: 12/6/01	Date:
Attest:	Attest:
Print Name:	Print Name: Yesenia Hernandez

EXHIBIT "A"

Premises



SIXTH FLOOR
SCALE: 1/8" = 1'-0"

ATRIUM BUSINESS TOWER
333 RANCHO ROAD
LAS VEGAS, NEVADA

FIRST CITY CORPORATION
FEBRUARY 9, 2001

INITIALS

EXHIBIT "B"

Licensee's Equipment

Call Sign: WPEE791

Antennas:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE	OPERATING FREQ.
12 TX/RX	Decibel Panels	DB84490H	48"	851 – 865 TX MHz 806 – 820 RX MHz

Transmit/Receive Antenna Cables:

Quantity: 12
Diameter: 7/8"
Length: _____

Base Station:

Make: _____
Model No.: _____
Dimensions: _____ h _____ w _____ d
Power Output: _____ watts
Operating Frequency: _____ MHz
Power Requirement: _____ v _____ amps / Duty Cycle: _____

Licensee's Equipment will be located in a Licensee provided equipment shelter measuring 25' x 12' to occupy floor space of no more than three hundred square feet.

Effective Radiated Power of Licensee's Equipment: 30 watts

INITIALS

EXHIBIT "C"

Location of Licensee's Equipment

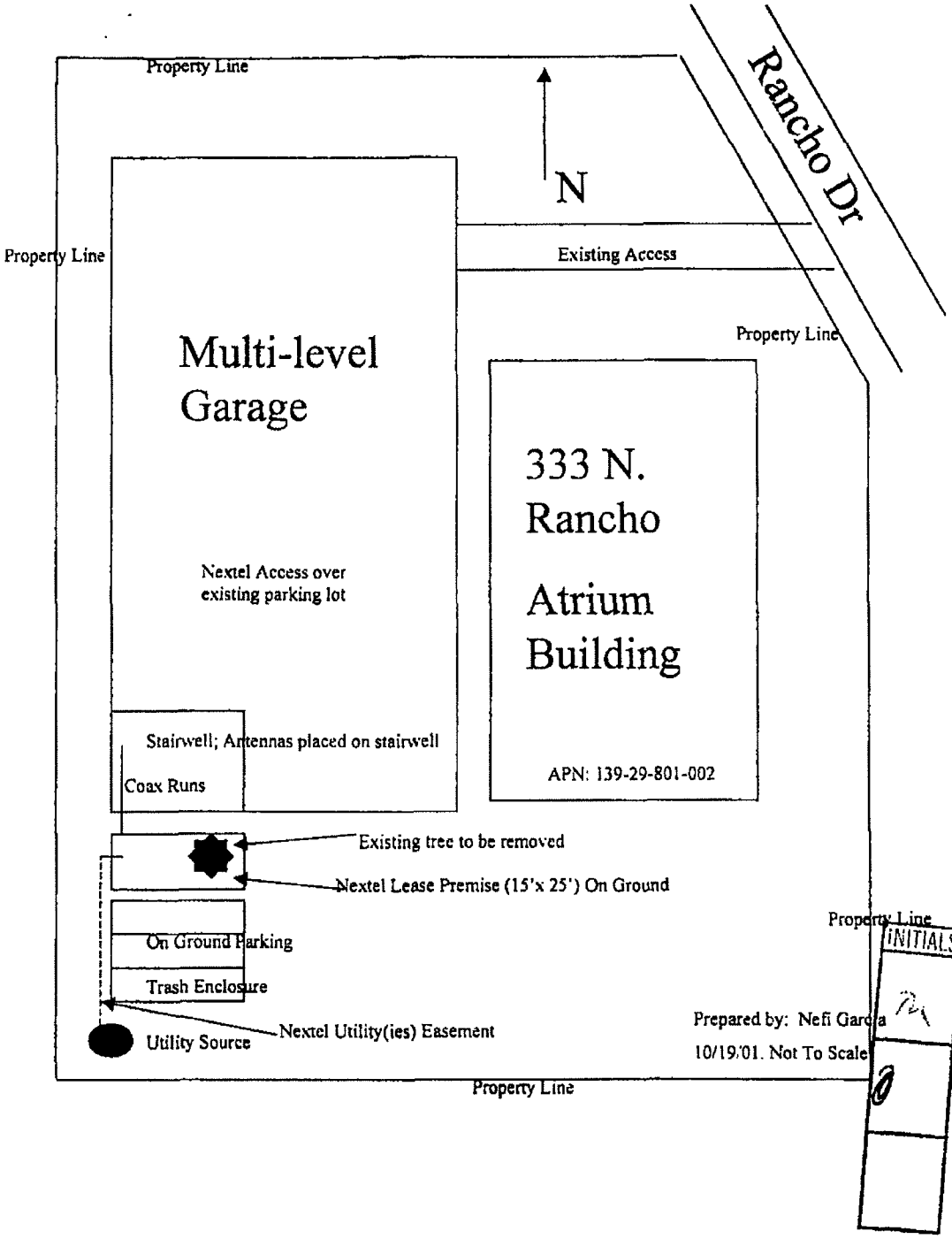


EXHIBIT "D"

Technical Standards

I. General
1) All installation crews must have in their possession an installation diagram issued to them by AAT prior to work beginning.

The following will not be permitted without the written consent of AAT:
1) Any equipment without FCC type acceptance.
2) Change in operating frequencies.
3) Open rack mounted receivers and transmitters.
4) Relocation of equipment after installation.

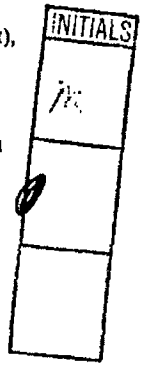
II. Radio Frequency Interference Protective Devices
1) 30-76 MHz
   Isolators-minimum of 30dB
   TX cavity-minimum of 20dB rejection at ± 1MHz
2. 130-174 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1MHz
3. 406-512 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1 MHz
4. 800-1000 MHz
   Single Stage Isolators-minimum 30dB
   TX cavity-minimum of 20dB rejection at ± 5 MHz

*** Harmonic Filters are also required with single or dual stage isolators.**

III. Antenna and mounts must be:
1) Mounted only on approved side arms or other specified mount and only one per mount unless authorized by AAT.
2) All mounting hardware must be hot dipped galvanized or non-corroding metal.
3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
4) Grounded at (1) tower mount (2) base of tower and (3) cable port entry.
5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Scotchcoated (including pigtails).
6) Antennas with corroded or oxidized elements must be repaired or replaced.
7) Unless otherwise authorized by AAT Communications, all antennas must be enclosed in fiberglass radomes.
8) Mounting pipes must be cut such that they do not extend into the antenna radiating element.
9) Any rusted, corroded or damaged hardware must be replaced.

IV. Tower
1) No welding or drilling of any Tower members will be permitted.

V. Cable
1) All antenna lines to be jacketed heliax or (equivalent), ½" or greater. Cable size must conform to agreement technical specifications.
2) No kinked or cracked cable.
3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
4) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
5) All used and unused lines must be tagged at both ends showing termination points.
6) Where no troughs or cable trays exist, all cable must be secured at not less than 3'intervals.
7) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
8) All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and ½"
9) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.



VI. Connectors
1) Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors.

2) Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. Receivers

1) No RF pre-amps permitted in front end unless authorized in writing by AAT.
2) All chassis shields must be in place.

VIII. Transmitters

1) Must meet original manufacturer's specifications.
2) All chassis must be in place.
3) Must be tagged with Licensee's name, equipment model, serial number and operating frequencies.
4) All power amplifiers must be shielded.
5) Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. Cabinets

1) Must be grounded to building ground system.
2) All doors must be on and closed.
3) All unused holes larger than 1" must be covered with copper screen or solid metal plates.

X. Installation Procedures

1) Installation may take place only after AAT has approved of the date and time, and only during normal working hours, unless otherwise authorized in writing.
2) Licensee must fax an as-built sketch detailing actual location of equipment to AAT at 732-404-9360 promptly upon completion of installation.

XI. Miscellaneous

1) All installations must be maintained in a neat and professional manner.
2) Doors to equipment and antenna spaces shall be closed and locked at all times.
3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, maintenance, repair and removal.

EXHIBIT "E"

LICENSOR'S Security, Safety and Identification Procedures

- All AAT sites shall require notice to AAT Technical Services Department 24 hours in advance of required access.
- The AAT Access Coordinator can be contacted at (800) 724-8830, x242.
- The AAT Access Coordinator will notify the site ownership / management of the request and coordinate access to the equipment or antenna location as needed.
- All personnel requiring access to facilities shall be familiar with the FCC EMF Compliance regulations.

Emergency Access

- If the emergency requirement is during the normal business day (8:30 am – 5:00 pm), please contact the AAT Access Coordinator and identify the emergency. Access will then be arranged.
- If the emergency occurs after business hours (5:00 pm – 8:30 am), contact the AAT emergency after-hours mailbox at (800) 724-8830, x300, leave your name, telephone number, site location and a detailed message describing the emergency. The mailbox will page AAT's on-call representative who will coordinate the emergency access and notify you of any special conditions.

PLEASE NOTE:

It is required by AAT Communications that ALL carriers and contractors provide a current Certificate of Insurance to AAT showing both liability and worker's compensation insurance with amounts equaling or exceeding the limits stated in the agreement. It will also be required, upon request, to provide a Certificate of Insurance naming the site ownership / management and AAT as the Certificate Holder before access is granted to the site.

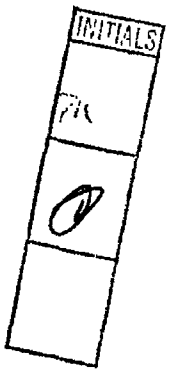


EXHIBIT "F"

Memorandum of Agreement

CLERK: Please return this document to:

Nextel of California, Inc.
d/b/a Nextel Communications
310 Commerce Drive
Irvine, California 92602
Attention: Property Manager

This Memorandum of Agreement is entered into on this 12/10/01, by and between Atrium-SCE, LLC, a California limited liability company having an office at 4080 Cavitt Stallman Road, Suite 200, Granite Bay, California (hereinafter referred to as "Licensor") and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, with an office at 310 Commerce Drive, Irvine, California 92602 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered in to a License Agreement ("Agreement") on the 12/10/01 for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the installation of Licensee's Equipment or March 1, 2002, whichever is earlier, ("Commencement Date"), with four (4) successive five (5) year options to renew.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

By: _____

Name: BRETT R. BAUMGARTEN

Title: MANAGING MEMBER

Date: 12/10/01

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____