

LICENSE AGREEMENT
GS-07P-LTX17485

(only to be used for Crown Castle Rooftop Site BU# 819855)

This LICENSE AGREEMENT (this "License Agreement") is made and entered into as of November 20, 2015 by and between **CROWN CASTLE AS LLC** with an office at **2000 Corporate Drive, Canonsburg, PA 15317-8564** (hereinafter referred to as the "Licensor"), and the United States of America, acting by and through the General Services Administration, Public Buildings Services -7PR, whose address is 819 Taylor St., Ft. Worth, TX 76102-6118 (hereinafter referred to as the "Licensee").

WHEREAS, Licensor has ownership and/or control of certain real property located at **WELLS FARGO BANK BUILDING, 221 N. KANSAS ST, EL PASO, TX 79901**, which property is described or shown in **Exhibit "A"** hereto (hereinafter referred to as the "Site").

WHEREAS, Licensee desires to license from Licensor a certain portion of the Site (the "Licensed Premises"), as such Licensed Premises is described herein (including, without limitation, the forty (40) square feet of enclosed storage space, as described herein), for the installation, operation and maintenance of its "Equipment" which is comprised of one (1) rooftop antenna and certain other communications equipment, which may include cables, connectors, wires, radios, a radio shelter or cabinet, and related transmission and reception hardware and software and other personal property.

WHEREAS, Licensor shall permit said use of the Licensed Premises subject to certain conditions.

NOW THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1) License and Modifications to Equipment

Licensor hereby gives permission to Licensee and its tenant agencies of the United States of America, as designated by Licensee and identified in writing in advance to Licensor, to enter the Licensed Premises for the purpose of installing and maintaining the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved site engineering application attached hereto as **Exhibit "B"** (the "Site Engineering Application") and as shown in the site plan attached hereto as **Exhibit "C"** (the "Site Plan"). If this License Agreement is replacing a prior oral or written agreement between the parties with respect to the subject matter described herein (a "Prior Agreement"), the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to Licensor's "Installation Standards" (or its successor, issued by Licensor from time to time) and the rules and regulations issued by the owner ("Landlord") of the building on which the Site is located (the "Building"), as may be amended from time to time (the "Building Rules") and is restricted exclusively to the installation, operation and maintenance of antennas and other Equipment consistent with the specifications and in the locations identified in **Exhibit "B"** and **Exhibit "C"**. Copies of the Installation Standards and the Building Rules (if any) will be provided by Licensor to Licensee upon its request. Licensee shall, at its sole expense, keep and maintain the Licensed Space and its Equipment located thereon in good and operable condition during the term of this License Agreement (the "Term"). All installations and operations in connection with this License Agreement shall comply with all federal, state and local laws, codes and regulations, and Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. Licensee may not make any modifications to its Equipment or Licensed Space without Licensor's prior written approval. A structural analysis, AM detuning study, radiofrequency exposure study, or an intermodulation study may be required by Licensor in connection with a proposed modification, and Licensee will be liable for the cost thereof, and Licensee shall be responsible for any costs associated with adjusting or reconfiguring Licensee's Equipment, as may be required to bring the rooftop radiofrequency environment in compliance with FCC rules for radiofrequency emissions. If required by Licensor, an approved modification shall be evidenced by an amendment to this License Agreement, and the Site Engineering Application approved by Licensor describing the modification shall be an exhibit to said amendment. Licensee agrees that any modification to its Equipment, or change in its use of the Licensed Space from that which is approved herein, may entitle Licensor to additional compensation. Licensee's may not install any new Equipment or make a modification to existing Equipment on the Site unless and until it receives a written notice to proceed ("NTP") from Licensor with respect thereto.

2) Term

The total Term of this License shall be from 6/1/2015 (the "Term Commencement Date") through 5/31/2025, with Licensee having termination rights as set forth in Section 15 below. Notwithstanding the foregoing, the Term shall continue and remain in effect only as long as Licensor retains its interest under the lease, sublease, or other prior agreement or instrument from which Licensor derives its rights in the Site (the "Prime Lease"), an redacted copy of which is attached hereto as **Exhibit "D"**.

3) Rental Fee

The Licensee shall pay the Licensor annual rent, payable in equal monthly installments in arrears, at the following rates:

	FIRM TERM	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$16,800.00	\$17,136.00	\$17,478.72	\$17,828.29	\$18,184.86	\$18,548.55	\$18,919.53	\$19,297.92	\$19,683.88	\$20,077.56
OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$16,800.00	\$17,136.00	\$17,478.72	\$17,828.29	\$18,184.86	\$18,548.55	\$18,919.53	\$19,297.92	\$19,683.88	\$20,077.56

Rent shall accrue beginning as of 6/1/15, and the rental fee shall be payable monthly in arrears, and without demand, in equal monthly payments on the first day of each month to:

Crown Castle AS LLC
PO Box 301439
Dallas, TX 75303-1439

Licensee shall include the JDE Business Unit No. 819855 on or with each payment. In the event the Licensee occupies the Licensed Premises for less than a full month, the rental fee shall be a prorated amount. Payment shall be payable as a condition of Licensee having continued access to the Licensed Premises and like rent in accordance with the GSA's General Clause numbered 52.233-1 [Exhibit "B"], wherein Licensee is referred to as "The Government," Licensor is referred to as "Contractor," and the amount due hereunder is referred to as "rent".

The rent shall be increased on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter by two percent (2%) in accordance with the rent table above. Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

4) Access

As set forth in Section 9 of the Prime Lease, Licensee shall have access to the Site, including access over, upon, through and across the Common Areas (as such term is used in the Prime Lease) during normal business hours, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space; provided, however, in the event of an emergency, Landlord shall permit Licensee to have access twenty-four (24) hours per day, seven (7) days a week. All site access is pursuant and subject to any restrictions in the Prime Lease. Licensor shall have no duty to remove snow or otherwise maintain the access to the Site or to the Licensed Space.

5) Utilities

Licensee shall obtain electricity at the Site from Licensor. The cost of Licensee's electricity usage at the Site is included in the rent, and Licensee shall not be billed separately therefor. The installation of connection of Licensee's Equipment to Licensor's electrical supply at the Site shall be coordinated with Licensor and is subject to Landlord's prior consent or approval, as may be required by Landlord, the Building Rules and/or the Prime Lease. Licensee shall pay for all other utilities it uses at the Site. Notwithstanding the foregoing, this Section is subject and subordinate to the provisions of Section 16 in the Prime Lease.

6) Insurance and Liability

Licensee is self-insured and shall be considered so in this License Agreement. Contractors engaged by the Licensee must provide coverage as specified by Licensor, and Licensee shall ensure that its independent contractors' policies, be endorsed to cover Licensor as an additional insured on a primary and non-contributory basis with Licensor's policies on a form that does not exclude the concurrent negligence of the additional insured. Licensee shall not do or permit any act or thing to be done upon or in respect of the Licensed Premises which may subject Licensor to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority.

In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended 28 U.S.C. § 2671 et seq.) ("Tort Claims Act"), Licensee shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employee of Licensee while acting within the scope of his office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend Licensee's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude Licensee from using any defense available at law or in equity.

7) Assignment

This License is for the exclusive use of the General Services Administration and its tenant agencies that are designated by Licensee and identified in writing in advance to Licensor, and solely for the purpose hereinabove set forth and shall not be assigned either in whole or in part, or licensed or sublet in any manner, nor shall any interest therein pass to any other person, firm or corporation whatsoever, either by the acts of the Licensee or by operation of law, without the prior consent in writing of Licensor, which consent may be withheld at Licensor's sole discretion. Licensee shall not share the use of its Equipment with any third party. Licensor may freely assign its interest hereunder to any third party.

8) INTENTIONALLY DELETED

9) Other Agreements

It is understood that all other agreements between the parties with respect to this License Agreement shall be superseded by this License Agreement and any obligations between the parties shall be determined solely by this License Agreement until such time as this License Agreement is superseded by another written agreement signed by both Licensee and Licensor.

10) Notices

Any notice or demand which either party may or must give to the other according to this License Agreement shall be effective if in writing and sent by certified or registered mail, return receipt requested, addressed to the other party at its address first set forth hereinabove and shall be effective for all purposes on the day after the date of mailing. Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

11) Warranty

The undersigned signatory for Licensee warrants and represents that he has full power and authority to enter into this License Agreement on behalf of Licensee and to bind Licensee to its terms.

12) Subordination, Non-Disturbance and Attornment

(a) Subordination. Subject to Section 12(b) below, this Licenses Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this License Agreement. For the purposes of this Section 12, "Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor, and "Lender" means any and all lenders, creditors, indenture trustees and similar parties.

(b) Non-Disturbance. The subordination described in Section 12(a) above is conditioned upon the agreement by Lender that, so long as this License Agreement is in full force and effect and Licensee is not in material default

(beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this License Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument. For the purposes of this Section 12, "Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance, and "Conveyance" means including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation, to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

- (c) Liability of Parties. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this License Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this License Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this License Agreement.
- (d) Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this License Agreement and shall remain bound under this License Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this License Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.
- (e) Sovereignty Status not Waived. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

13) Licensee as Sovereign

Nothing in this License shall be construed as a waiver of Licensee's rights as a sovereign.

14) Fire and Casualty Damage

If the entire premises are destroyed by fire or other casualty, this License will immediately terminate. In the case of partial destruction or damage, so as to render the premises untenable, as determined by either party, such party may terminate this License Agreement by giving written notice to the other party within fifteen (15) calendar days of the fire or other casualty; if so terminated, no fee will accrue to the Licensor after such partial destruction or damage; and if not so terminated, the fee will be reduced proportionately by an amendment to this License hereto effective from the date of such partial destruction or damage. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure, acts of God or acts or omissions of third parties; provided, however, nothing in this License Agreement shall be construed as relieving Licensor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Licensor.

15) Termination

Licensee shall have the right to terminate this License Agreement in whole or in part upon written notice to the Licensor. Licensee shall provide Licensor a cancellation notice, in writing, at least sixty (60) days' prior to any such termination of this License Agreement.

In the event any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this License Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

In the event that the Prime Lease terminates for any reason, Licensor shall not be liable hereunder with respect to such termination and this License Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

16) Performance of Work

Licensee may engage Licensor to install Licensee's Equipment, to make approved modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant (the "Work"), upon terms mutually agreed upon by the parties in writing; provided, however, in the event that Licensee does not engage Licensor to perform the Work, Licensee shall only engage a vendor approved by Licensor to perform the Work. Notwithstanding Licensor's inspection of any Work not performed by Licensor, Licensor shall in no way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Licensor or a vendor approved by Licensor to perform Work on the Site is a material term of this License Agreement. In the event that Licensee engages Licensor to perform any Work for Licensee pursuant to this Section, Licensor shall provide to Licensee all as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or modification to Equipment ("Closeout Documentation") with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Licensor to perform any Work for Licensee and Licensee engages a vendor approved by Licensor to perform the Work pursuant to this Section, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work.

17) Acceptance of Licensed Space and Site

By executing and delivering this License Agreement with respect to the Site, Licensee: (i) acknowledges that Licensor has performed all obligations with respect to the Site that arose prior to the Term Commencement Date; (ii) accepts the Building, the Licensed Space at the Site as suitable for the purposes for which the Licensed Space at the Site is licensed; (iii) accepts the Building, the Licensed Space and any structure on the Site and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iv) waives any claims against Licensor related to defects in the Building, the Licensed Space or Site and its appurtenances, their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder. Licensee acknowledges and agrees that Licensor shall not be responsible for the condition, maintenance and repair of the Site or the Building except as may be set forth in the Prime Lease.

18) Undocumented Installation or Modification

In the event that Licensee breaches this License Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and, in the alternative to other remedies available to Licensor hereunder, Licensor may require Licensee to vacate the Site.

19) Authorized Persons; Safety of Personnel

Licensee's right of access to the Site shall be limited to contractors approved by Licensor or persons under their direct supervision. Licensee shall not allow any person to climb a tower (if any) on the Site for or on behalf of Licensee. The foregoing limitations on Site and tower access are material terms of this License Agreement.

20) Notice to Licensor; Emergency Situations

Licensee agrees to provide prior notice of any access to be made by Licensee to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of the Equipment shall cause substantial risk to human health or property damage as determined by Landlord or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

21) Licensee's Use of the Site

Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

22) Permits, Authorizations and Licenses

Except as otherwise agreed by the parties, Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

23) Building Use Fees

Licensee shall be solely responsible for any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any government entity or agency with respect to Licensee's installation and operation of Equipment on, or Licensee's access to and use of, the Building, the Site and the Licensed Space (e.g., afterhours access fees, government inspection fees, etc.)

24) Radiofrequency Exposure Study Costs

If a radiofrequency exposure study is required by Licensor in connection with any installation of or modification to Licensee's Equipment, then Licensee will be solely responsible for the cost of such study and all costs associated with adjusting or reconfiguring Licensee's Equipment, as may be required to bring the rooftop radiofrequency environment in compliance with FCC rules for radiofrequency emissions.

25) Taxes, Fees and Assessments

Licensee shall pay directly to the applicable government entity or agency or to Licensor if Licensor is invoiced by such government entity or agency, all taxes, fees, assessments or other charges assessed by any government entity or agency against the Equipment and/or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this License Agreement or Licensee's use of the Site or the Licensed Space.

26) Interference

- (a) Interference to Licensee's Operations. Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.
- (b) Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall not use the Licensed Space or the Site in any way that interferes with the use of the Building by Landlord or its tenants in the Building. The operation of Licensee's Equipment shall not

interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants. Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations.

27) Relocation of Equipment by Licensor

Licensor shall have the right to change the location of the Equipment upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern or coverage of the Equipment existing prior to the change, and such relocation shall be performed at Licensor's sole expense; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this License Agreement.

28) RF Exposure

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

29) Liens

Licensee shall keep the Licensed Space, the Building, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

30) Default, Remedies, Waiver of Consequential Damages

Each of the following shall constitute an event of default ("Event of Default") hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a vendor not approved by Crown Castle to perform Work on the Site in violation of the requirements this License Agreement; (iii) Licensee's breach of this License Agreement by installing Equipment or making a modification other than as permitted hereunder; (iv) Licensee's violation of the Site and/or tower access limitations set forth herein; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor and/or other pre-existing uses of users of the Site in violation of the requirements of Section 26 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, in addition to all other remedies available to Licensor hereunder or at law, Licensor shall the right to terminate this License Agreement. Except as otherwise provided in this License Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

31) Use of Hazardous Materials

The use of batteries, fuel tanks or any other Hazardous Materials at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its Hazardous Materials at the Site. Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on the Site in any manner prohibited by law. Licensee and all persons acting under license shall comply with all laws governing the release of Hazardous Materials. As used herein, "Hazardous Materials" means and refers to any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted; (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) PCBs; (iv) lead; (v) asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials, and "Environmental Laws" means and refers to the Comprehensive Environmental Response, Compensation, and Liability

Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

32) INTENTIONALLY DELETED.

33) No Waiver

No provision of this License Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

34) Non-Disclosure

The parties agree that, except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this License Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a government entity or agency if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this License Agreement to any of its affiliated entities, and Licensor may disclose the terms of this License Agreement to Landlord, to the owner or manager of the building, to any of its lenders or creditors, or to third parties that are existing or potential lessees or licensees of space at the Site, as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the Building for the purposes of structural analysis.

35) Compliance with Laws

Licensor assumes no responsibility for compliance with any laws applicable to Landlord, Licensee or any other user of the Site other than Licensor, including, without limitation, FCC and FAA regulations, Laws relating to the Site, the Licensed Space and the Building, laws relating to the placement or operation of Licensee's Equipment, and laws relating to health, human safety and the environment, including, without limitation, Environmental Laws pertaining to Hazardous Materials and worker exposure. Notwithstanding the foregoing, Licensee will notify Licensor if it observes any non-compliance with laws with respect to the Site, the Licensed Space and the Building. Licensor shall not be responsible for the removal or abatement of any Hazardous Materials, nor shall it be responsible for correcting or abating any other violations of laws or permits, including, without limitation, any violations of FAA or FCC regulations or permits, except as may otherwise be required under the Prime Lease.

36) Surrender of Licensed Space, Removal of Equipment

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this License Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage to the Site, the Licensed Space or equipment of any other party on the Site caused by such removal, reasonable wear and tear excepted. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this License Agreement, then (a) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal, and (b) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity, Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the then-current monthly Rent for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of this License Agreement.

37) Leasing Requirements under the Prime Lease

Notwithstanding anything to the contrary herein, in accordance with and as required by Section 11(D) in the Prime Lease, (a) all installations and operations by Licensee on the Site must comply with all Laws (as such term is defined in the Prime Lease), (b) Licensor may freely assign this License Agreement to Landlord upon termination of the Prime Lease, (c) Licensee acknowledges that this License Agreement is subject an subordinate in all respects to the Prime Lease, and (d) Licensee acknowledges that it must comply with all provisions of the Prime Lease applicable to Licensor insofar as they

pertain to Licensee's use of the Building, the Site and the installation, construction, replacement, repair and/or maintenance of Licensee's Equipment thereon.

The parties acknowledge that, in lieu of requiring that Licensee comply with the Licensee insurance requirements set forth in Section 20 of the Prime Lease and the Licensee indemnification obligations set forth in Section 17 of the Prime Lease, in a certain email from Landlord's representative to Licensor dated October 7, 2015, Landlord approved the application of the following terms and conditions with respect to Licensee only, which terms and conditions are agreed to by Licensor and Licensee, and made a part hereof:

(i) Licensee agrees that Licensee shall self-insure against risks that may be incurred by Licensee as a result of its operations on the Licensed Premises and/or under this License Agreement. Licensor and Licensee acknowledge that, because Licensee is an agency of the United States of America (the "United States"), liability for the tortious conduct of agents, employees and invitees of Licensee or for injuries caused by the condition of the Licensed Premises or Licensee's Equipment or other property thereon may be limited by the laws of the United States.

(ii) Any obligations of Licensee under this License Agreement or the Prime Lease to obtain insurance or to self-insure against risks, and all obligations of Licensee under this License Agreement or the Prime Lease to indemnify Licensor or Landlord, are limited by and made subject to the applicable laws of the United States regulating Licensee with respect to such matters.

38) Other Agreements

It is acknowledged that if there are other agreements, both past and present, among the parties hereto and that this License Agreement is unrelated thereto and does not alter any amount due thereunder.

39) Miscellaneous/Exhibits/Attachments

- a) Location of Licensed Space - The Licensed Space is located on the rooftop as shown on the Site Plan attached hereto as **Exhibit "B"**.
- b) The following General Clauses are hereby incorporated into this License. Full text of these clauses can be found in **Exhibit "E"**.
 - i) 552.270-31 PROMPT PAYMENT (JUN 2011)
 - ii) 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)
 - iii) 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
 - iv) 52.2331 DISPUTES (JUL 2002)

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LICENSOR:
Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Crown Castle AS LLC
Date: 11/16/2015 | 8:24:57 AM ET

FOR THE GOVERNMENT:
Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/20/15

WITNESSED FOR THE LICENSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: [Redacted] ion Specialist
Date: 11/16/2015 | 9:42:00 AM ET