

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") is made effective as of the latter signature date hereof (the "Execution Date") and is by and between TowerCo LLC, Delaware limited liability company ("Licensor") and CITY OF LINCOLN, a political subdivision of the State of Nebraska ("Licensee").

WHEREAS, Licensor desires to license to Licensee and Licensee desires to license from Licensor certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Site.** Licensor hereby grants to Licensee a license to install, maintain, operate and remove Licensee's wireless communications equipment and appurtenances on a tower owned, leased or licensed by Licensor ("Tower"), including antennas at a centerline height of 242', 239' and 50' above ground level on the Tower ("Tower Space"), which is located on certain real property owned, leased, subleased or licensed by Licensor more particularly described in **Exhibit "A"** attached hereto ("Property") (sometimes referred to herein as the "Site"). Subject to limitations contained in the Prime Lease/License (as defined below), Licensor also grants Licensee right of access to the Site and a designated location for the installation of Licensee's utilities to the Site twenty-four (24) hours per day, seven (7) days per week during the Initial Term and any Renewal Term (defined in paragraphs 3 and 4, respectively) (collectively, "Easement").

2. **Use.** Licensee may use the Site for the receipt and transmission of wireless communications signals (such transmission and reception to be pursuant to all rules and regulations of the Federal Communications Commission ("FCC")). The use granted Licensee by this Lease shall be non-exclusive and limited in strict accordance with the terms of this Lease. The parties acknowledge and agree that Licensee's "Equipment" (as defined in paragraph 8) at the Site shall be solely for its own use and under no circumstances shall such use be shared with, or such Equipment otherwise be used by or for the benefit of (whether directly or indirectly) any person or entity. Licensor shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Licensor. Licensee shall have no property rights or interest in the Site or the Easement by virtue of this Lease. This Lease shall also be subject to the terms and continued existence of that certain Option and Ground Lease for the Site entered into between Nextel WIP Lease Corp. as predecessor-in-interest to Licensor and Udene and Margareta Kunz ("Prime Landlord") which is dated April 1, 2005 ("Prime Lease/License"). In the event that the Prime Lease/License expires or is terminated, this Lease shall terminate as between Licensor and Licensee on the effective date of termination of the Prime Lease/License and Licensor shall have no liability to Licensee as a result of the termination of this Lease.

3. **Initial Term.** The initial term of this Lease shall begin on April 1, 2006 (the "Site Commencement Date"), and shall continue until midnight on the fifth (5th) anniversary of the Site Commencement Date (the "Initial Term").

4. **Renewal Terms.** Provided the Prime Lease/License remains in effect and has not expired or been terminated, and Licensee is not in default hereunder and that no condition exists which if left uncured would with the passage of time result in a default by Licensee hereunder, Licensee shall have the option of extending this Lease for four (4) additional five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew this Lease at least six (6) months prior to the end of the then existing term.

5. **Consideration.** Licensee shall pay Licensor an annual license fee of One Dollar (\$1). Notwithstanding, the parties agree that the value of this License Agreement is \$0.00 per year. Licensee agrees Licensor may disclose and/or otherwise distribute the terms and conditions of this Agreement to any third party for any purpose, including publicity purposes.

6. [Intentionally Omitted]

7. [Intentionally Omitted]

8. **Improvements by Licensee.** (a) Installation, Relocation, Reconfiguration and Construction. (i) Prior to the commencement of any construction or installation on the Site, Licensee shall furnish, for review and approval by Licensor, which approval may be withheld in Licensor's reasonable discretion, plans and specifications for such construction or installation of the improvements and Licensee shall not commence the construction or installation on the Site until such time as Licensee has received written approval of the plans and specifications from Licensor. Licensee shall be responsible for paying in advance to Licensor the cost of any structural enhancements to be made to the Tower to accommodate the Equipment. Such structural enhancements shall become part of Licensor's Tower and the property of Licensor. (ii) Licensee shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Site. Copies of the building permit issued to Licensee shall be provided to Licensor. (iii) Licensee shall use a construction firm approved by Licensor for any construction activities to be conducted by Licensee on the Property and the Easement and the installation of Licensee's Equipment on the Tower. (b) Equipment. Licensee's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Licensee, which Licensee anticipates shall be located by Licensee on the Site, is more particularly described on **Exhibit "B"** and made a part hereof ("Equipment"). Licensee shall not construct or install any equipment or improvements on the Site other than which are described in **Exhibit "B"** or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Licensor which consent may be withheld by Licensor in Licensor's sole discretion. (c) Compliance with Governmental Rules. All work performed by Licensee or Licensee's employees, contractors or agents shall be in a good and workmanlike manner. All construction, installations and operations in connection with this Lease by Licensee shall meet with all applicable rules and regulations of the FCC, FAA and any other federal agency and all applicable codes and regulations of the city, county, and state having jurisdiction. Licensor assumes no responsibility for the licensing, operation or maintenance of the Equipment. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or existing Licensees on the Tower.

9. **Utilities.** All utility services installed on the Site for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Site necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by Licensee.

10. **Taxes.** Licensee shall be solely responsible for the payment of any taxes, levies, assessments and other charges including franchise and similar taxes imposed upon the business conducted by Licensee or upon the Licensee's equipment. Licensee shall further be responsible for payment of any increase in real property taxes directly attributable to the construction and placement of the Licensee's equipment upon the Property. Licensor agrees to provide written proof of such increase attributable to the Licensee's equipment upon Licensee's request.

11. **Interference.**

(a) Licensee shall operate and maintain the Licensee's equipment in a manner that will not cause interference to Licensor or other lessees or licensees of the Property whose installations predate that of Licensee's equipment ("Pre-Existing Users"). All operations by Licensee shall be in compliance with all Federal Communications Commission ("FCC") requirements. In the event that Licensor, or Pre-Existing Users on the Property, experience interference caused by Licensee or Licensee's equipment, Licensor or such other Pre-Existing User shall notify Licensee of such interference in writing, and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after receipt of Licensor's notice. Upon prior written approval of Licensor, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to Licensor or other Pre-Existing User, within a period of thirty (30) days, then Licensor may, in addition to any other rights it may have, terminate this Agreement. Licensor may, in its sole discretion and with prior written notice to Licensee, require Licensee to have a circulator and harmonic filter installed. Also, Licensor may, at its option, require Licensee to supply additional radio frequency interference (RFI) limiting equipment for installation on the equipment of each person whose equipment is experiencing such interference.

(b) Licensor agrees not to, and to cause any user of the Property whose equipment is installed or modified subsequent to the Licensee's then-current operation of the Licensee's Facilities not to, interfere with the operation of Licensee's equipment. In the event Licensee experiences interference caused by any subsequent lessee or licensee of the Property or equipment of any subsequent lessee or licensee, Licensee shall notify Licensor of such interference in writing and Licensor shall, or shall cause any other subsequent lessee or licensee, to power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after receipt of Licensor's notice

12. **Maintenance and Repairs.** (a) Licensee shall perform all repairs necessary or appropriate to the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and tenable condition, reasonable wear and tear excepted. (b) Licensor, at Licensor's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto to the extent required to be maintained by Licensor pursuant to the Prime Lease/License, in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of Licensor or others located on the Property or the Tower, which results from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense, or at the option of Licensor and with prior written notice to Licensee, Licensee shall reimburse Licensor for the actual costs incurred as evidenced by adequate documentation by Licensor in repairing such damage or replacing such equipment or improvements.

13. **Tower Marking and Lighting Requirements.** Licensor shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC provided that if the requirement for compliance results from the presence of the Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor.

14. **Mechanics' Liens.** Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Site or any part thereof. Licensor shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Site. Licensor shall assume no liability for the payment of materials or labor which accrue in the installation of Licensee's improvements upon the Site and no mechanics' or materialmen's lien for Licensee's improvements shall attach to the interest of Licensor in the Site.

15. **Indemnification.** Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Licensor will have no liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Licensee for any reason.

16. **Termination.**

(a) This Agreement may be terminated by either party on one hundred and twenty (120) days prior written notice for any reason.

(b) No termination under this Paragraph 16 shall be effective until a termination notice is given by the terminating party to the other party and such notice is specifically identified as a termination notice under this Paragraph 16. The party exercising its termination rights in accordance with this paragraph shall have such cumulative rights and remedies as may be available at law or in equity. Termination shall not affect any obligations or liabilities arising under this Agreement prior to the effective date of such termination or those obligations that expressly survive such termination.

(c) Upon the termination of this Agreement by operation of this paragraph or as otherwise provided by the terms of this Agreement, Licensee shall remove all of the Licensee's equipment within thirty (30) days of the date of such termination and shall restore the Property to its original condition, reasonable wear and tear excepted. Any of the Licensee's equipment remaining on the Property thirty (30) days following termination shall be declared abandoned by Licensee and disposed of at Licensor's discretion and Licensee's cost. All permanent alterations, installations, changes, replacements, additions or improvements that (a) have been made by Licensee to the Property and (b) cannot be removed without material damage to the remainder of the Property shall be deemed a part of the Property and the same shall not be removed.

17. **Disclaimer of Warranties.** LESSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE SITE OR THE TOWER. LESSEE HEREBY ACCEPTS THE SITE "AS IS".

18. **Environmental Indemnification.** (a) Licensee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensor from and against any and all environmental damages, caused by activities conducted on the Site by Licensee, and (i) arising from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous Materials") upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Site and any activities thereon. Licensee covenants that it shall not nor shall Licensee allow its employees, agents or independent contractors to use, treat, store or dispose of any Hazardous Materials on the Site or the Property. (b) Licensor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensee from and against any and all environmental damages arising from (i) the presence of Hazardous Materials upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Site and any activities thereon, either of which conditions came into existence prior to the execution of this Lease and are solely attributable to activities conducted on the Property by Licensor.

19. **Insurance.** Licensee, a political subdivision in the state of Nebraska, is self insured for general liability and worker's compensation. Licensee shall maintain specific funds as self insurance reserves to pay legal liabilities. Licensee has the general power to sue and be sued under City Charter and state law. Licensee is legally authorized to pay lawful judgments and settlements. Licensee also has the legal authority to levy taxes in amounts sufficient to pay its legal liabilities.

20. **Subrogation.** (a) **In General.** All insurance policies required under this Lease shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against Licensor and Licensee. (b) **Mutual Release.** Licensor and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Site and to the fixtures, personal property, improvements and alterations in or on the Site that are caused by or result from risks insured against under any insurance policy carried by them and required by this Lease, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies.

21. **Destruction or Condemnation.** If the whole or any part of the Property are damaged or destroyed by any casualty or condemnation and, as a result of such casualty or condemnation, the Property cannot be used by Licensee to conduct in all material respects its operations consistent with its past practices, Licensee shall notify Licensor and provide information to confirm the nature of the operational disruption to Licensee caused by such casualty or condemnation. In such event, Licensor shall have five (5) days after receipt of Licensee's notification to determine whether Licensor will repair, rebuild or restore the Property to the same condition as it was immediately prior to such casualty or condemnation. If Licensor chooses not to repair, rebuild or restore the Property and the Licensor does not provide an alternate location or if such repairs cannot be completed within 45 days after

Licensor's receipt of Licensee's initial notice, either party hereto may terminate immediately without penalty by giving written notice of cancellation to the other party.

22. **Notices.** All notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing. Notices shall be effective on the day they are sent. Such notices or demands shall be mailed (U.S. mail, certified with return receipt requested or by overnight courier service) to the other party at the following address:

Licensor:	TowerCo LLC Attn: Corporate Counsel 100 Towerview Court Cary, NC 27513
Licensee:	City of Lincoln – Radio Maintenance 2540 Fair Street Lincoln, NE. 68521

23. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This Lease may be modified only by an agreement in writing executed by Licensor and Licensee.

24. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of Licensor and Licensee. Licensee may assign all or a portion of its rights, title or interests hereunder only upon Licensor's prior written consent. Any purported assignment by Licensee in violation of the terms of this Lease shall be void. Licensee may not sublicense all or any part of the Site without Licensor's prior written consent. Licensor may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this Lease.

25. **Limitation of Parties' Liability.** Neither Licensor nor Licensee shall be responsible for any incidental or consequential damages incurred resulting from (i) Licensee's use or Licensee's inability to use the Site, or from (ii) damage to the other's equipment. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Property and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

26. **Subordination and Non-Disturbance.** At Licensor's option, this Lease and each applicable Supplement shall be subordinate to any mortgage or other security interest by Licensor which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease and applicable Supplement in the event of a foreclosure of Licensor's interest and also Licensee's right to remain in occupancy of and have access to the Premises as long as Licensee is not in default of this Lease and the applicable Supplement. Licensee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the Licensor immediately after this Lease and the applicable Supplement are executed, will obtain and furnish to Licensee, a non-disturbance Lease for each such mortgage or other security interest in recordable form. In the event the Licensor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Licensee, may, at its sole option and without obligation, cure or correct Licensor's default and upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Licensee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease and applicable Supplement the sums paid by Licensee to cure or correct such defaults.

27. **Miscellaneous.** (a) This Lease is governed by the laws of the State in which the Property is located. (b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by

law. (c) The prevailing party in any action or proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party. (f) This Lease shall become valid and binding only upon Licensor's execution by its duly authorized representative. (g) Licensor reserves the right to survey the Easement and/or the Property or portion thereof, and the legal description of the Easement and/or Property on the survey obtained by Licensor shall then become **Exhibit "A"**, which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and **Exhibit "A"** and/or **Exhibit "A"** attached hereto.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Tower Attachment Lease Agreement as of the date and year first above written.

LESSOR:

TOWERCO LLC

By: _____
Name: _____
Title: Vice President _____
Date: _____

LESSEE:

CITY OF LINCOLN

By: _____
Name: _____
Title: _____
Date: _____

The following exhibits and schedule are attached hereto and incorporated herein:

- Exhibit "A" Area Leased by Licensor from Prime Landlord
- Exhibit "B" Licensee's Equipment

EXHIBIT "A"

AREA LEASED BY LESSOR FROM PRIME LANDLORD

An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

The Parent Parcel is described and/or depicted as follows:

The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), Lot Four (4) of irregular tracts in the Southwest Quarter (SW1/4), and the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Ten (10), Township Seven (7), Range Seven (7), East of the Sixth Prime Meridian (6th P.M.), Lancaster County, Nebraska, except a tract of land containing one acre, more or less, conveyed to School District 142 of Lancaster County, Nebraska, recorded in Book 164, Page 187, containing 159 acres.

See Survey attached.

EXHIBIT "B"

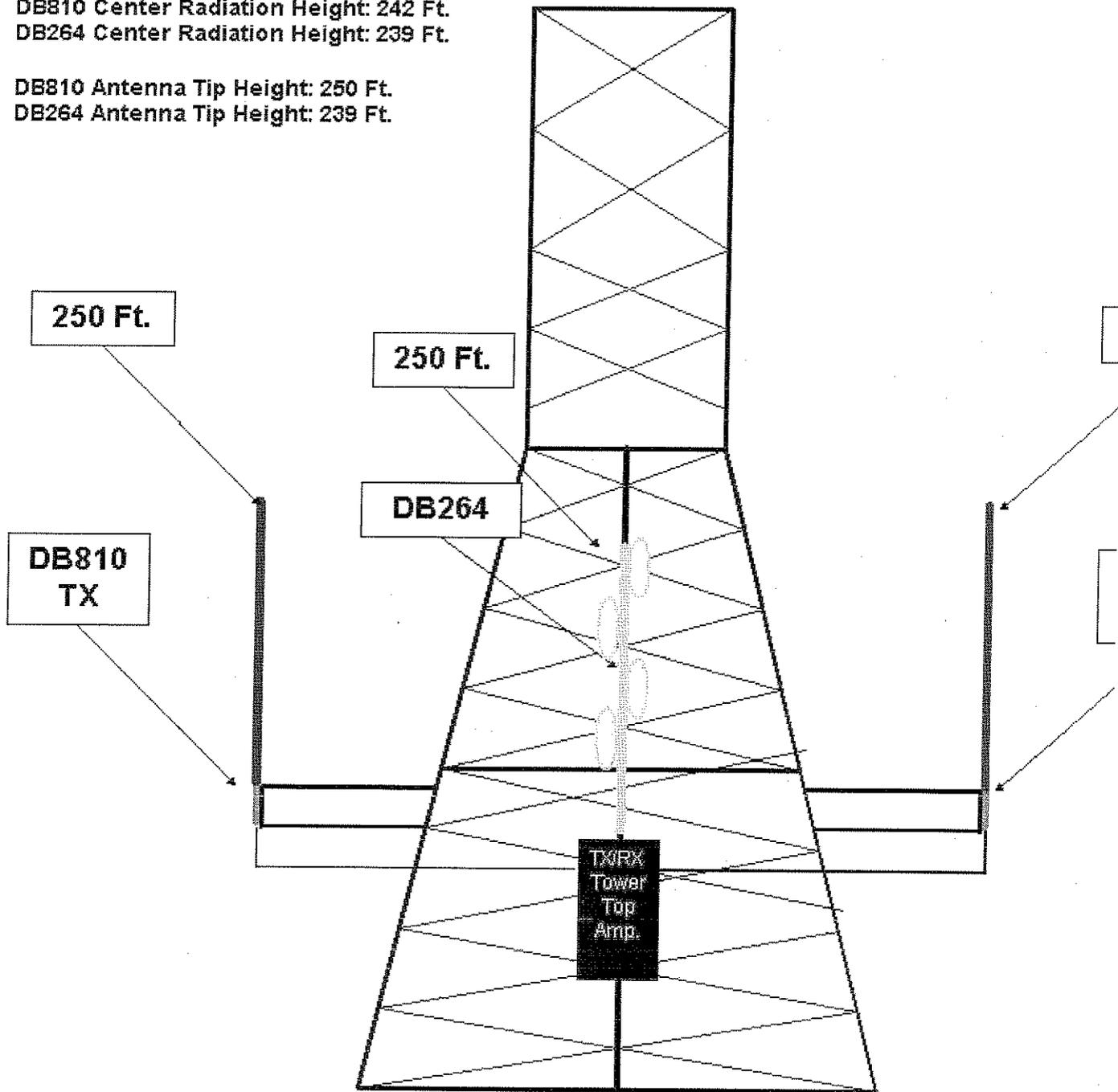
Model Number	Description	Qty	Antenna Tip Height	Location
DB810	800 MHz Antenna	2	250 Ft.	Tower
DB264	VHF Paging Antenna	1	250 Ft.	Tower
TX/RX 421	Tower Mounted Amp.	1	250 Ft.	Tower
LDF7-50A	Andrew 1-5/8" Trans. Line	300 Ft.		Tower
LDF5-50A	Andrew 7/8" Trans. Line	300 Ft. x 2		Tower
DB498	800MHz Yagi	2	50 Ft.	Tower

Frequency List

Transmit Freq.	Receive Freq.
154.295 MHz	
866.9750 MHz	821.9750 MHz
868.1625 MHz	823.1625 MHz

DB810 Center Radiation Height: 242 Ft.
DB264 Center Radiation Height: 239 Ft.

DB810 Antenna Tip Height: 250 Ft.
DB264 Antenna Tip Height: 239 Ft.



Nextel S 68th & Olive Creek Tower Site
All Antennas Tips At 250 Ft.
FCC REG#: 1250423