

ORIGINAL

Customer Site Name: Bald Mtn.
Customer Site ID: 520-L0311

Crown Site Name: CA Bald Mtn.
Crown Business Unit: 873008
License Number: 128177
Amendment Number: 168977

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made this ____ day of _____, 2007, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers, Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown"), and County of El Dorado, a California government entity ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Lease dated December 10, 2003, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"); and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. **Term Extension.** Notwithstanding anything to the contrary in Section 2, "**LEASE TERM**", of the TLA, the term of the TLA will automatically be extended beyond its current term for four (4) additional three (3) year terms (the "Renewal Terms") unless either party serves notice of non-renewal upon the other party, at least ninety (90) days prior to the expiration of the then-current term. The parties acknowledge that the first of such Renewal Terms will commence on January 1, 2008.
3. **Rent Increases.** Notwithstanding anything to the contrary in Section 4, "**RENT**", of the TLA: (a) the monthly rent payable to Crown under the TLA shall be Eight Hundred Fifty and 00/100 Dollars (\$850.00) per month, payable in advance and without demand, in equal monthly payments payable on January 1, 2008, and on the first day of each month thereafter continuing for the term, subject to extensions as provided for herein; and (b) commencing on January 1, 2009, and on each anniversary of such date thereafter, the monthly rent shall be increased by One Hundred and 00/100 Dollars (\$100.00) per month.
4. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: 
Print Name: Paul J. Gannon
Title: Director - Finance
Area: Sales & Customer Relations

CUSTOMER:

County of El Dorado,
a California government entity

By: _____
Print Name: Helen Baumann
Title: Chair

El Dorado County Board of Supervisors

Attest:

CINDY KECK, Clerk of the Board of Supervisors

BY: _____

Dated: _____

COUNTY OF EL DORADO

LESSEE'S LEASE NUMBER: 520-L0311

COPY

LESSOR'S LEASE NUMBER: 180520025N0009
LESSOR'S FED. TAX ID NO. 65 0574118 - CUSTOMER #: RCW

THIS LEASE, dated for reference purposes only, December 10, 2003, is made by and between **Pinnacle Towers Inc.**, whose address is 301 N. Cattlemen Road, Suite #300, Sarasota, Florida, 34232, hereinafter called LESSOR and the **County of El Dorado** whose address is 360 Fair Lane, Placerville, CA, 95667, acting by and through the Sheriff's Office, hereinafter called LESSEE;

WITNESSETH

1. **PREMISES; USE** - LESSOR hereby leases unto LESSEE and LESSEE hereby leases from LESSOR those certain premises situated at Bald Mountain. (Wentworth Springs Road) 3.5 miles northeast of, GEORGETOWN CA, 95634, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Premises"). The Premises are located on the land described in Exhibit B attached hereto. LESSEE shall use the Premises solely for the conduct of its communications operations, in compliance with the terms of its FCC license and all applicable laws and regulations.
2. **LEASE TERM** - The initial term of this Lease shall commence on January 1, 2004, and shall end on December 31, 2004. Three (3) automatic renewal terms of twelve (12) months each, shall go into effect, subject to the terms of the underlying land lease, unless LESSEE provides LESSOR written notice no later than ninety (90) days prior to the end of the then current term, of LESSEE'S intent not to renew the next term, or with such rights of earlier termination as may be hereinafter expressly set forth. The Premises are being leased by LESSEE "as is", without any representation or warranty by LESSOR of any kind. LESSEE may inspect the Premises and terminate this Lease at any time prior to the commencement date in the event that the Premises are not acceptable to LESSEE for LESSEE'S intended use.
3. **LESSEE TERMINATION** - LESSEE may terminate this lease for any reason by giving written notice to LESSOR at least one hundred eighty (180) days prior to the date when such termination shall become effective. LESSEE may also terminate this Lease due to unresolvable interference if attempts by both parties prove unsuccessful in resolving such interference, by giving written notice to LESSOR at least sixty (60) days prior to the date when such termination shall become effective.

4. **RENT** - LESSEE shall pay rent monthly on the first day of each month, in advance, during the term of this Lease, in the amounts as follows:
- | | |
|---|--------------------|
| January 1, 2004 through December 31, 2004 | \$450.00 per month |
| January 1, 2005 through December 31, 2005 | \$550.00 per month |
| January 1, 2006 through December 31, 2006 | \$650.00 per month |
| January 1, 2007 through December 31, 2007 | \$750.00 per month |

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to LESSOR at the address specified in Paragraph 6 or to such other address as LESSOR may designate by a notice in writing. A late charge of 1.5% shall be due for any payment not made within thirty (30) days after the due date. LESSEE shall also pay LESSOR any applicable sales taxes due with respect to such rent.

5. **UTILITIES** - LESSEE shall pay for its electrical usage directly to the utility provider.
6. **NOTICES** - All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To LESSOR: Pinnacle Towers Inc.
301 North Cattlemen Road
Sarasota, FL 34232

To LESSEE: County of El Dorado
General Services Department – Real Property Division
Attn: Manager of Real Property Planning & Administration
360 Fair Lane
Placerville, CA 95667

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE LESSOR,
LESSEE, THE PREMISES ADDRESS, AND LEASE NUMBERS**

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

7. **ASSIGNMENT; SUBLETTING** - LESSEE shall not assign this Lease or sublet the Premises without prior written consent of LESSOR, which consent shall not be unreasonably withheld.
8. **QUIET ENJOYMENT** - LESSOR agrees that LESSEE, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR.

9. **LESSOR INSPECTION** - LESSOR reserves the right to enter and inspect the Premises at reasonable times, and to render services and make any necessary repairs to the Premises. Notice to LESSEE shall be provided before or at the time of any entry to the facility.
10. **WAIVER OF SUBROGATION** - To the extent authorized by any fire and extended coverage insurance policy issued to either LESSEE or LESSOR with respect to the Premises, the insured hereby waives the subrogation rights of the insurer, and releases the other party from liability for any loss or damage covered by said insurance.
11. **ACCESS** - It is mutually agreed that LESSEE shall have the right to run electric lines, telephone lines and/or other communication facilities to the Premises and shall have the right of ingress and egress to and from the same over other lands owned by LESSOR adjacent to the Premises along the course or courses designated by LESSOR. The cost of any installation shall not be the responsibility of LESSOR.
12. **MAINTENANCE; ALTERATIONS** - As a condition to this Lease, LESSEE's maintenance, use or operation of the Premises shall not in any way cause any interference with any radio, television or other broadcasting facilities or operations, which are in existence and operational as of the date that LESSEE's equipment becomes operational, conducted upon LESSOR's property in the vicinity of the Premises. In the event of any such interference, at LESSOR's election this Lease shall become null and void and LESSEE will remove its equipment from the Premises.

LESSEE shall obtain LESSOR's written approval, which shall not be unreasonably withheld, before making any alterations or performing any installation or maintenance work at the Premises. LESSEE shall maintain its equipment in accordance with standards of good engineering practice.

LESSOR agrees to maintain Premises and any related equipment, fixtures and appurtenances in a satisfactory state of repair, sufficient to permit normal occupancy and to comply with applicable regulations governing the Premises.

13. **EQUIPMENT** - Exhibit A contains a schedule of equipment which LESSEE is permitted to maintain on the Premises. LESSEE shall maintain said equipment at LESSEE's expense in accordance with standards of good engineering practice, and antenna site standards as contained in Exhibit C, provided that LESSEE shall notify LESSOR and obtain LESSOR's prior written approval of the work to be performed and the persons to perform the work, which approval shall not be unreasonably withheld. LESSEE may not load equipment other than the equipment described in Exhibit A, on the Premises without the prior written consent of LESSOR, which consent may be conditioned on an increase in the rental rate and an adjustment in the other terms of this Lease.
14. **CONTINUED POSSESSION** - In the event LESSEE remains in possession of the Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, including rent, so far as applicable.

15. **AMENDMENTS** - It is mutually understood and agreed that no amendment to the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
16. **LOCAL REPRESENTATIVE** - Within fifteen (15) days after occupancy of the Premises by LESSEE, LESSOR shall provide LESSEE with the name, address and telephone number of an agency or person convenient to LESSEE as a local source of service with regard to LESSOR's responsibilities under this Lease as to repairs, maintenance and servicing of the Premises and any or all related equipment, fixtures and appurtenances.
17. **INSURANCE** - LESSOR understands and agrees to the insurance requirements as noted on the attached Exhibit D attached hereto and by reference made a part hereof.
18. **LEASE TERMINATION** - Upon termination of this Lease, LESSEE will peacefully surrender to LESSOR the Premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. LESSEE shall have no duty to remove any improvements or fixtures placed by it on the Premises or to restore any portion of the Premises or to restore any portion of the Premises altered by it, save and except in the event LESSEE elects to remove any such improvements or fixtures and such removal causes damages or injury to the Premises, and then only to the extent of any such damage or injury.
19. **MISCELLANEOUS** - Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder. This Lease shall be governed by the laws of the state in which the Premises are located.
20. **WORKERS' COMPENSATION** - LESSEE is a participant in Worker's Compensation and Employer's Liability Insurance covering all employees of COUNTY as required by law in the State of California.
21. **INDEMNIFICATIONS** - To the maximum extent permitted by applicable law, LESSOR and LESSEE shall each indemnify, hold harmless and defend the other party from and against all liabilities, claims, demands, suits, damages and expenses resulting from injury to or death of any person, or damage to property caused by any negligent act or omission of the indemnifying party.

22. **LESSEE DEFAULT** - If LESSEE fails to make any payment within thirty (30) days after the date such payment is due, or fails to comply with any other term of this Lease and does not cure such other failure within sixty (60) days after LESSOR provides LESSEE with written notice, LESSOR shall have the option to (a) terminate this Lease in which event LESSEE shall be liable for all past due amounts under this Lease, plus the amount that LESSOR would have received for the remainder of the current term, and/or (b) cure such default and add the amount spent by LESSOR to effect such cure to the next installment of rent. LESSEE shall be liable for all expenses, including reasonable attorneys fees and costs, incurred by LESSOR in connection with any action to enforce the terms of this Lease, or in connection with any action for the recovery of the Premises itself. Any repossession by LESSOR of the Premises shall not affect the obligations of LESSEE for the unexpired term of this Lease, unless LESSOR terminates this Lease.
23. **MECHANICS' LIENS** - LESSEE shall not suffer or permit any liens to stand against the Premises by reason of any work, labor, service or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, LESSEE or anyone through or under LESSEE ("Mechanics' Liens"). If any Mechanics' Lien shall at any time be filed against the Premises, LESSEE shall cause it to be discharged of record within ten (10) days after notice from any party that the lien has been filed, by either payment, deposit or bond.
24. **ENVIRONMENTAL MATTERS** - LESSEE shall comply with all laws relating to the environment, hazardous substances and materials, and petroleum products which may apply to the use of the Premises as contemplated under this Lease. In the event the Premises become environmentally contaminated as a result of any act or omission of LESSEE, or its agents, licensees or invitees, LESSEE shall be responsible for all costs related to the environmental remediation of the Premises. To the maximum extent permitted by applicable law, LESSEE agrees to indemnify LESSOR for any claim, damages, loss, costs, and/or expenses (including reasonable attorneys' fees) LESSOR incurs due to such contamination and/or remediation. LESSOR shall be held free and harmless from any and all failure by LESSEE to comply with the terms of this provision.
25. **ALTERNATE DISPUTE RESOLUTION** - LESSOR and LESSEE shall attempt to settle any claim or controversy arising out of this Lease through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed upon by both parties shall be shared equally by LESSOR and LESSEE. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the date of the initial demand by either party for such mediation shall be determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

26. **ADMINISTRATION OF AGREEMENT** - The County officer or employee with responsibility for administering this Agreement is the Manager of Real Property Planning & Administration, or successor.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the dates noted herein below.

WITNESS: Peggy Edwards

WITNESS: Daniela Duran

LESSOR: PINNACLE TOWERS INC.

By: [Signature]

Print Name: Jason Catalini

Title: Director of Contracts

Administration

LESSEE: COUNTY OF EL DORADO

By: [Signature]

RUSTY DUPRAY

Chairman, Board of Supervisors

3-16-2004

Attest:

DIXIE L. FOOTE, Clerk of the Board of Supervisors

By: Margaret B. Moody, Deputy Clerk
Dated: 3-16-2004

EXHIBIT A

**LESSEE'S LEASE NUMBER: 520-L0311
LESSOR'S LEASE NUMBER: 180520025N0009**

This Exhibit A is an integral part of the Lease referred to above, the terms of which are hereby incorporated herein.

SITE: Name: Bald Mountain (Wentworth Springs Road)
Address: 3.5 miles northeast of the town of Georgetown
County/State: EL DORADO COUNTY, CA
Coordinates: Latitude: 38-54-13.12 N
Longitude: 120-42-17.61 W

Lessee s FCC License/Callsign: WPJH204 Expiration Date: _____

****TOWER MOUNTED EQUIPMENT**

Lessee Owned: (or) Lessor Owned:

Antenna #1:		Transmit: <input checked="" type="checkbox"/>	Receive: <input type="checkbox"/>	Mounting Height: 41'	
Make/Model:	Unknown / Yagi	Length:	2'	Weight:	
Azimuth:	90°	Mount Type:		Tag #:	014
Coax Size:	½"	Leg:	B		
Antenna #2:		Transmit: <input checked="" type="checkbox"/>	Receive: <input type="checkbox"/>	Mounting Height: 42'	
Make/Model:	Sinclair / Omni	Length:	20'	Weight:	
Azimuth:	90°	Mount Type:		Tag #:	019
Coax Size:	½"	Leg:	B	ERP:	29 watts
Antenna #3:		Transmit: <input checked="" type="checkbox"/>	Receive: <input type="checkbox"/>	Mounting Height: 48'	
Make/Model:	Sinclair / Omni	Length:	20'	Weight:	
Azimuth:	160°	Mount Type:		Tag #:	020
Coax Size:	½"	Face:	AB		
Antenna #4:		Transmit: <input type="checkbox"/>	Receive: <input checked="" type="checkbox"/>	Mounting Height: 80'	
Make/Model:	Scala / Omni	Length:	20'	Weight:	
Azimuth:	225°	Mount Type:		Tag #:	022
Coax Size:	½"	Face:	CA		
Antenna #5:		Transmit: <input type="checkbox"/>	Receive: <input checked="" type="checkbox"/>	Mounting Height: 80'	
Make/Model:	Sinclair / SRL-369	Length:	8'	Weight:	8 lbs.
Azimuth:	45°	Mount Type:		Tag #:	021
Coax Size:	½"	Face:	CA	ERP:	
Feedlines:	5	Total:	5		

****GROUND EQUIPMENT**

Lessee's Building (or) Lessor's Building (or) Outdoor Pad/Slab

of Rack Spaces: 2 **Dimensions:** 21 " W x 23 " D x 84 " H

Equipment Mfg / Model#: Ericsson / Master 3 Transceiver (2)
Motorola / M34DGC20A2AA Receiver (6)
Unknown / Voting receiver Transceiver

Power Requirements: 120 Volts **Transmit Power:** 75 Watts **AC Line Voltage:** Volts

Effective Radiated Power (ERP): Watts

Barcodes: 74729, 74730, 74731, 74732, 74733, 74734, 74735, 74736

Filters / Bandpass: Yes **GPS:** No

Frequencies: Transmit:	159.55500 MHz	Receive:	161.07000 MHz
	159.60000 MHz		161.56500 MHz
	439.70000 MHz		465.08750 MHz
			465.11250 MHz
			465.16250 MHz
			465.18750 MHz
			465.23750 MHz
			465.26250 MHz

NOTE: This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.

EXHIBIT B

Description of Antenna Site

To the Agreement dated January 2, 2003 by and between Pinnacle Towers Inc, as Lessor, and County of El Dorado, as Lessee. The property is described and/or depicted as follows:

Coordinates:	Latitude:	38-54-13.12 N N
	Longitude:	120-42-17.61 W W

Note: If the foregoing description is not a metes and bounds legal description, the parties agree to replace the metes and bounds description with longitude and latitude coordinates for the legal description of the Property.

EXHIBIT C

ANTENNA SITE STANDARDS

1. **Purpose:** In order to minimize interference to every Lessee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Lessor when deemed necessary; provided, however, that no such amendment shall materially affect Lessee's operations.

2. **Pre-Installation Standards:** Prior to any installation, Lessee must provide Lessor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Lessor before the installation begins. The Lessor or its representative shall be on-site during major work on the tower. Lessee must notify the Lessor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Lessee's equipment may be performed without prior notice.

3. **Installation:**
 - (a) The following minimum protective devices must be properly installed:
 - (1) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
 - (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.
 - (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ID tag on both ends of the line.
 - (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (e.g.; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.
 - (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.
 - (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.
 - (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
 - (h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications and all antenna brackets must be pre-approved.
 - (i) All equipment cabinets shall be identified with a typed label under plastic on which the Lessee's name, address and 24-hour phone number must be listed, in addition to a copy of Lessee's FCC license.
 - (j) Monitor speakers shall be disabled except when maintenance is being performed.
 - (k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base station cabinet, and/or at the multicoupler/combiner ports.
 - (l) No drilling, welding or alteration of the tower is permitted for any reason.
 - (m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.
 - (n) Painted towers will require the painting of feedline by the Lessee prior to or before completion of the install.

4. **General:** Lessee must comply with any applicable instructions regarding any site security system.
- (a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Lessor.
 - (c) This lease does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.
 - (d) Do not adjust or tamper with the thermostats or HVAC systems.

INSURANCE REQUIREMENTS FOR LEASES EL DORADO COUNTY AS TENANT

1. LESSOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that LESSOR maintains insurance that meets the following requirements:
 - A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - B. Workers' Compensation and Employers' Liability Insurance covering all employees of LESSOR as required by law in the State of California.
 - C. LESSOR shall furnish a certificate of insurance satisfactory to the LESSEE as evidence that the insurance required above is being maintained.
 - D. The insurance shall be issued by an insurance company acceptable to LESSEE or be provided through partial or total self-insurance likewise acceptable to LESSEE.
 - E. LESSOR agrees that the insurance required above shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of LESSEE and LESSOR agrees that the Lease shall not commence prior to the giving of such approval. In the event the LESSOR fails to keep in effect at all times insurance coverage as herein provided, LESSEE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.
 - F. The certificate of insurance must include a provision stating that the insurer will not cancel the insured's coverage without 30 day prior written notice to the LESSEE.
 - G. Any deductibles or self-insured retention must be declared to and approved by the LESSEE. At the option of the LESSEE either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the LESSEE, its officers, officials and employees; or LESSOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the LESSEE, its officers, officials, employees or volunteers.

- .. The insurance companies shall have no recourse against the LESSEE, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.
- J. LESSOR's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.
- K. In the event LESSOR cannot provide an occurrence policy, LESSOR shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- L. The Certificate of Insurance shall meet additional standards as may be determined by the LESSEE, either independently or in consultation with LESSEE's Risk Manager, as essential for protection of LESSEE.
- M. LESSOR shall provide property insurance on all real property owned by LESSOR covered by this Lease under a standard "all risk" policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.