

TOWER LICENSE AGREEMENT
(Genoa Peak Site- NV06A)

THIS TOWER LICENSE AGREEMENT ("Agreement") is entered into this _____ day of February, 2000, by and between Spectrum Resources Towers, L.P, a Delaware Limited Partnership, ("Owner") and County of El Dorado ("Tenant").

1. **Grant.** Subject to the following terms and conditions, Owner hereby grants Tenant the non-exclusive right to install, maintain, operate and remove radio communication equipment and appurtenances on Owner's tower ("Tower") located at Genoa Peak Site in Carson City, Nevada, more particularly described in Exhibit A ("Premises"), and licenses to Tenant a portion of the Premises for the placement and operation of its equipment as more particularly described in Exhibit B. Tenant may install the equipment and personal property listed on Exhibit C ("Equipment"), or as Owner may otherwise approve, such approval not to be unreasonably withheld. Owner also grants Tenant a non-exclusive easement during the term of this Agreement for reasonable ingress and egress to the Tower and Premises for the installation, maintenance, operation and removal of Tenant's Equipment and for the installation of additional utilities as provided herein. Any personal property owned by Tenant, whether or not fixed or attached to the Premises or Tower, shall at all times remain the property of Tenant. Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion.

2. **Use.** Tenant shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, and operating, at Tenant's expense, a communications facility, including antennae and related equipment. Tenant shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") approvals (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Tenant in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Tenant shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. **Term.** The term of this Agreement shall be one (1) year, commencing upon November 1, 1999, ("Commencement Date") and terminating at midnight on October 31, 2000, ("Initial Term").

4. **Renewal Term(s).** This Agreement will be automatically renewed on the same terms and conditions unless one party gives the other party written notice that it is terminating this Agreement at least ninety (90) days prior to the expiration of the term or the then current term.

5. **Rent.**

(a) Beginning on the Commencement Date, Tenant shall pay to Owner as rental the sum of Two Hundred Seventy Five Dollars (\$275.00) per month ("Rent") which shall include Tenant's right to use and occupy the ground space and/or floor space specified in Exhibit B. Rent payments shall be made on the first day of each month to the Owner's address specified below and shall not be prorated for any partial month at the commencement or termination of this Agreement

(b) **Late Fee.** A late fee of \$50.00 will be assessed for any payment received by Owner after the tenth (10th) day of any month.

(c) **Escalation.** The Rent is to be increased on November 1 of each year of this Agreement by three percent (3%) of the then preceding Rent amount. The increased Rent shall be rounded up to the next highest dollar amount.

(d) **Taxes.** In addition to the Rent, Tenant shall pay Owner if, and when due, any sales, use or other taxes or assessments, which are assessed or due, currently or in the future, by reason of this Agreement or Tenant's use of the Premises.

6. **Access.** Tenant shall have access to the Tower, Premises and Equipment at all times, 24 hours each day, through the access drive presently existing on the Premises. Owner shall maintain the access drive in good condition throughout the Initial or any Renewal Term of this Agreement. Tenant may, at its option and own expense, improve the access drive on the Premises after obtaining Owner's written consent, which shall not be unreasonably withheld.

7. **Utilities.** Tenant shall have the right to install utilities on the Premises in order to service the Equipment throughout the Initial or any Renewal Term of this Agreement. Tenant shall be responsible for its utility connection and use charges for electricity and all other utilities used by Tenant. Owner shall not be responsible for any interruptions in electric service or the quality of any electrical service at the Premises.

8. **Premises to be Kept Clean.** Tenant is responsible for keeping the portion of the Premises identified on Exhibit B clean and free of hazards.

9. **Access and Security Procedures.** Tenant will comply with all access and security procedures specified by Owner.

10. **Suitability of Premises.** Tenant has visited and inspected the Premises and accepts the physical condition thereof and acknowledges that no representations have been made to Tenant by Owner or Owner's agents as to the condition of the Premises, including the Tower and equipment building(s). Tenant is responsible for determining all aspects of the acceptability and adequacy of the Premises for Tenant's use.

11. **Tower Analysis.**

(a) Tenant shall be solely responsible for ensuring that Tenant's installation of its Equipment will not affect the structural integrity of the Tower and that no damage occurs to the Tower due to the Installation of the Equipment. If Owner reasonably believes that the structural integrity of the Tower will be affected, Owner may request that Tenant obtain a new structural analysis. Owner agrees to cooperate with Tenant in acquiring the new analysis of the Tower. If a new analysis of the Tower is performed, Tenant shall be responsible for obtaining the new analysis from a licensed structural engineer designated by Owner, and Tenant shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Tenant.

(b) Tenant shall be responsible for all costs and expenses of every kind incurred in connection with the placement of Tenant's antenna and/or Equipment on the Tower or Premises, including, without limitation, the cost of any modifications or augmentations to the Tower and all engineering reviews and studies.

12. **Interference.** Tenant agrees to only install Equipment which will not cause interference to transmissions or signals from Owner and users of the Tower which are already in place on the Tower. At Owner's request, Tenant shall obtain a detailed interference analysis showing potential conflicts between Tenant's frequencies and those of the Owner or other users already on the Tower. In the event the Equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 24 hours after receipt of written or telephonic notice from Owner to Tenant, Tenant shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing). If such interference is not corrected within 30 days after receipt of the written or telephonic notice, Tenant agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration, unless the interference is caused by Tenant adding equipment to the Premises that is not listed on Exhibit C (Additional Equipment). If the interference is caused by the Additional Equipment or a malfunction of the Equipment, then Tenant shall remove the Additional Equipment or repair malfunction and this Agreement shall continue in full force and effect.

If a third party installs Equipment on the Tower after Tenant installs its equipment (Third Party) and the Third Party's equipment causes interference with Tenant's equipment, Owner shall cause Third party to shut

down its equipment (except for intermittent operation for the purpose of testing). If the interference between Tenant's equipment and Third Party's equipment cannot be resolved within 30 days after receipt by Owner of written notice, then Tenant may terminate this Agreement by giving notice to Owner.

13. **Installation of Tenant Equipment.** The installation, removal and maintenance of Tenant's equipment shall be performed only by qualified contractors approved by Owner. All work is to be performed in a workman like manner and shall be in conformity with all local building and electrical codes and all generally accepted industry practices. Tenant shall cause all contractors and agents performing work at the Premises on Tenant's behalf to carry insurance coverage for claims for public liability, personal injury, death and property damage with limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Proof of such insurance must be presented to Owner or Owner's agent prior to the commencement of any such work.

14. **Tower Maintenance.** Owner represents and warrants that its operation of the Tower, exclusive of Tenant's Equipment, including the lighting system, meets, and will be maintained in accordance with, all applicable laws, rules and regulations, including, without limitation, those of the FCC and FAA. Owner shall maintain its lighting systems, Tower and building(s) in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Tenant's antennae and Equipment, and except for damage to the Tower and equipment at the Premises that is caused by Tenant, its agents, employees, contractors or subcontractors, which costs shall be borne by Tenant. Tenant shall timely repair at Tenant's cost any such damage. At Owner's request, Tenant shall power down or switch off all of Tenant's Equipment for service and maintenance of the Tower. Owner will in good faith try to schedule routine maintenance at times that are mutually agreeable to Owner, Tenant and any other tenants or licensees utilizing the Tower.

15. **Damage.** In the event the Tower or other portions of the Premises are damaged by casualty, Owner shall be entitled to elect to cancel and terminate this Agreement, or in the alternative may elect to restore the Premises, in which case Tenant shall remain bound hereby but shall be entitled to an abatement of Rent during the loss of use.

16. **Termination.** Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Tenant if, by no fault of its own, it is unable to obtain or maintain any license or permit necessary to the construction and operation of the Equipment or its business or intended use of the Premises; or

(c) If Tenant remains on the Property after termination of this Agreement, Tenant shall be deemed to be a month-to-month tenant and shall pay rent at one hundred fifty percent (150%) of the then existing monthly rate, until such time as the removal of Tenant's Equipment is complete.

17. **Removal of Equipment.** Within thirty (30) days following termination or expiration of this Agreement or upon notice by Owner thereafter, Tenant shall remove the Equipment at Tenant's sole cost and expense and shall restore the Premises to the condition to which they were in immediately prior to the installation of the Equipment, reasonable wear and tear excepted. These duties shall survive the termination of this Agreement.

18. **Indemnity.**

(a) Tenant shall fully indemnify and hold Owner harmless from any and all claims, liabilities or losses, including reasonable attorneys' fees and costs, which may arise out of (1) any injury to, or the death of, any person or (2) any damage to any property, if such injury, death or damage arises out of, is attributable to, or relates to the use of the Premises by of Tenant, its employees, agents contractors or invitees.

(b) Owner shall fully indemnify and hold Tenant harmless from any and all claims, liabilities or losses, including reasonable attorneys' fees and costs, arising out of or caused solely by the gross negligence or willful misconduct of Owner and its agents.

(c) Notwithstanding the above, Tenant and Owner each waive any claims against the other for loss of profits or any other indirect, special, incidental or consequential damages incurred in connection with this Agreement.

(d) Owner shall not be liable to Tenant for any interruption of service of Tenant or for interference with the operation of Tenant's equipment arising in any manner from use of the Premises hereunder.

(e) The duties described in Paragraphs 18(a) and 18(b) shall survive the termination of this Agreement.

19. **Hazardous Substances.** Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Premises. Owner represents, warrants and agrees (1) that neither Owner nor, to Owner's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, and (2) that Owner will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Owner and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

20. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Tenant's Equipment. Owner shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against the Premises which are attributable to Tenant's use of the Premises and Owner agrees to furnish proof of such increase to Tenant.

21. **Liability Insurance.** During the Initial Term and all Renewal Terms of this Agreement Tenant shall maintain, at its own expense, insurance coverage claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$2,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Tenant's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies. Such policies will name Owner as an additional insured and will not be materially altered or canceled without thirty (30) days written notice to Owner. Tenant shall maintain proof of such insurance and provide same to owner.

22. **Condemnation.** If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the reasonable opinion of Owner, unsuitable for the use which Tenant was then making of the Premises or the Tower, Owner may terminate this Agreement effective as of the date the title vests in the condemning authority. Each party shall be entitled to make a separate claim for condemnation awards and/or benefits based upon its respective interest in the Premises.

23. **Liens.** Tenant shall keep the Premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with any work on or respecting the Premises not performed by or at the request of Owner, and shall indemnify and hold Owner harmless from and against any claims, liabilities, judgments, or costs (including attorney's fees) arising out of the same or in connection therewith. Tenant will remove any such lien or encumbrance within ten (10) days after written notice by Owner, and if Tenant fails to do so, Owner may pay the amount necessary to remove such lien or encumbrance, without being responsible for

investigating the validity thereof, and the amount so paid will be due and payable upon demand, without limitation as to other remedies available to Owner under this agreement.

24. **Subordination.** Tenant hereby acknowledges and agrees as follows:

(a) That this Agreement and the rights of the Tenant hereunder may become subject and subordinate to the rights of any mortgage, deed of trust or deed to secure debt now or hereafter affecting the Premises;

(b) That this Agreement may be assigned as collateral security by the Owner to any existing or future lenders under appropriate documentation (the "Mortgage");

(c) That in the case of any foreclosure under the Mortgage, the rights and remedies of Tenant in respect of any obligations of any successor landlord hereunder shall be limited to the equity interest of such successor landlord in the Premises and any successor landlord shall not (i) be liable for any act, omission or default of any prior landlord under this Agreement or (ii) be required to make or complete any tenant improvements or capital improvements or repair, restore, rebuild or replace the Tower or the Premises or any part thereof in the event of damage, casualty or condemnation or (iii) be required to pay any amounts to Tenant arising under the Agreement prior to such successor landlord taking possession.

(d) That Tenant's obligation to pay rent and any additional rent shall not be subject to any abatement, deduction, counterclaim or setoff as against any beneficiary or purchaser upon the foreclosure of the Premises or the giving or granting of a deed in lieu thereof by reason of a default by Owner occurring prior to such foreclosure; and

(e) That Tenant shall attorn to any purchaser of the Premises at the option of any purchaser of the Premises upon a foreclosure of the Premises or the giving or granting of a deed in lieu thereof.

25. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail return receipt requested, or by overnight service having a record of receipt to the addressed indicated below:

If to Owner, to:

Spectrum Resources Towers, L.P.
6400 Arlington Blvd. Suite 1000
Falls Church, VA 22042
Attn: Lease Administrator
Fax: (703) 533-1399

with a copy to Owner's Local Manager:

Sierra Wireless Inc.
P.O. Box 222
Sparks, NV 89432
Attn: Ed Rogers
Fax: (775) 359-0555

If to Tenant to:

County of El Dorado
Sheriff Department
300 Fair Lane
Placerville, CA 95667
Attn: Mary Pierce
Tel: (530) 621-5690

26. **Quiet Enjoyment.** Owner warrants it has the full right, power and authority to execute this Agreement and that tenant shall have the quiet enjoyment of the Premises during the term of this Agreement so long as Tenant is not in default of this Agreement beyond any cure period.

27. **Assignment.** Owner may assign its interest in this Agreement. Tenant may not assign its interest in the Agreement without prior written approval by Owner, not to be unreasonably withheld. Tenant may, however, assign this Agreement or any right or obligation herein to an affiliated or subsidiary company, or to a company growing out of a consolidation or acquisition by, or merger with, such party without the prior written approval of Owner.

28. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

29. **Compliance with Laws.** All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the FCC, FAA, and any other applicable federal, state and local laws, rules, codes and regulations. Tenant is solely responsible for the licensing, operation and maintenance of Tenant's Equipment, including without limitation, compliance with any terms of its FCC license with respect to tower light observation and any notification to the FAA in that regard.

30. **Miscellaneous.**

(a) The prevailing party in any litigation related to this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any;

(b) This Agreement constitutes the entire agreement and understanding of Owner and Tenant and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Tenant;

(c) If either Owner or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commissions due such broker or agent and shall hold the other party harmless from any such claims;

(d) Tenant may not record this Agreement or a Memorandum of Agreement against the Premises;

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located;

(f) If any term of the Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect;

(g) Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

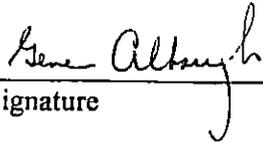
(i) Each party shall provide the other with such estoppel information as the other may reasonably request.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Tower License Agreement to be duly executed as of the date first written above.

Tenant

County of El Dorado


Signature

GENE ALBAUGH
Printed Name

DIRECTOR OF GENERAL SERVICES
Title

Owner

Spectrum Resources Towers, L.P. by
VS&A-Spectrum, Inc., its General Partner


Carlos V. Roberts
President

Exhibit A

DESCRIPTION OF THE PREMISES

Street Address: Genoa Peak Site

City and State: Carson City, Nevada

Lat: N39-02-35

Long: W119-52-49

The following described real property in the state of Nevada, Country of Douglas.

All that portion of the East ½ of the east ½ of section 30, Township 14 North, Range 19 East, M.D.B.&M., lying within a radius of 500 feet of the highest point of Genoa Peak.

PARCEL 1: A.P.N. 15-050-06

Exhibit B

LOCATION OF TENANT'S EQUIPMENT

The antenna and equipment specified in Exhibit C are to be attached and located as follows:

Tenant's antenna is to be attached at the 10-12 foot AGL level of the Tower.

Tenant's microwave dish is to be attached at the - N/A - foot AGL level of the Tower.

Tenant's satellite receiving dish is to be attached at the - N/A - foot AGL level of the Tower.

Tenant's equipment is to be located in Owner's equipment building.

Exhibit C

TENANT'S EQUIPMENT

1. Total number of antenna(s): **Two**
2. Make, model and serial number of antenna: **Larsen 450 Yagi & DB Corner Reflector**
3. Number of runs of coax per antenna: **One**
4. Total number of runs of coax: **Two**
5. Size of coax to be used: **1/2 inch Hardline**
6. Total number of microwave dishes
7. Make, model and serial number of each microwave dish
8. Total number of satellite receiving dishes
9. Make, model and serial number of each satellite receiving dish
10. Total number of transmitters: **One**
11. Make, model and serial number of each transmitter: **GE Master III, VHF**
12. Frequency of each transmitter: **159.600 MHz**
13. Total number of receivers: **Three**
14. Make, model and serial number of each receiver: **GE Masster III, Motorola SM-50**
15. Frequency of each receiver: **160.875, 465.5375 and 465.5625 MHz**
16. Identify all other equipment (combiners, etc.) that is to be installed at the Premises: **WACOM Band pass
Band duplexer and Celwave Dual Port Isolator**

Please attach a copy of FCC License.