

SITE LICENSING AGREEMENT

This SITE LICENSING AGREEMENT (the “**Agreement**”) is made on _____ (the “**Effective Date**”), by and between **Harmoni Towers LLC**, a Delaware limited liability company (“**Licensor**”), and **The City of Pensacola, Florida** (“**Licensee**”).

WHEREAS, Licensor has ownership or possessory interest in a tower, rooftop or other structure (the “**Structure**”) located on certain property further described in Section 1 below; and

WHEREAS, Licensee desires to place certain Equipment (as defined below) on and around such Structure, and Licensor desires to allow Licensee to place such Equipment on the Structure, subject to the terms and conditions contained herein; and

THEREFORE, in consideration of the terms, conditions and covenants contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. GRANT OF LICENSE

a. Licensor has ownership or possessory interest in (i) that certain Structure located at Latitude 30.8146950 Longitude -87.4285570 and (ii) certain real property situated at 4050 Highway 97, McDavid, FL, in the county of Escambia, upon which the Structure is located (the “**Site**”). The Structure and Site being more fully described in Exhibit A attached hereto. The Structure, Site and Licensor’s other facilities, buildings, equipment, apparatus, easements, access rights and other property and rights of Licensor thereon are collectively referred to as “**Licensor’s Property**.”

b. Upon Licensor’s receipt of all regulatory approvals and other documentation reasonably requested by Licensor from Licensee, Licensor shall deliver to Licensee a written notice for Licensee to proceed (the “**NTP**”) with the installation of its Equipment at the Site. Prior to delivery of the NTP, Licensee shall not access the Site without Licensor’s prior written consent.

c. The “**Commencement Date**” shall be the first day of the month immediately following the date of Licensor’s delivery of the NTP to Licensee. Effective upon delivery of the NTP to Licensee, Licensor grants to Licensee the non-exclusive license (the “**License**”) to install, maintain, operate and repair the equipment and equipment shelter described with specificity in Exhibit B-1 attached hereto (the “**Equipment**”) on Licensor’s Property at the location on the Structure and in any adjoining building or land as more specifically described on Exhibit B-2 (the “**Premises**”), and such License is granted solely upon the terms and conditions set forth in this Agreement in exchange for the License Fee as set forth on Exhibit C attached hereto (the “**License Fee**”).

d. Licensee shall not change its transmitting or receiving frequency without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Licensee’s use of the Equipment shall be limited to receiving and transmitting by means of such Equipment such wireless data, video, voice and other signals and services as it may be authorized by the FCC to receive and transmit pursuant to its existing FCC licenses for wireless communications services.

e. Licensor is the owner or has the right to license the Premises and is entitled to possession of the Premises.

f. Subject to the rights elsewhere granted to Licensee herein, Licensor may use for itself, or may license to others, other space available on the Structure and any other portion of Licensor's Property for any purpose, including, but not limited to, any kind of narrow band, broadband, or broadcasting communication equipment and system.

g. Subject to the restrictions contained herein, Licensee shall have the right to peaceably hold and enjoy the Premises.

2. ACCESS

a. To the extent Licensor is permitted to grant such access, Licensor hereby grants to Licensee a non-exclusive right of ingress to and egress from the Premises and any access road to the Premises for the purposes of installing, maintaining, operating and repairing the Equipment. Notwithstanding the foregoing, Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Premises, including when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Premises. If not already provided to Licensee, Licensor shall promptly deliver to Licensee all necessary keys and combinations to facilitate Licensee's ingress to and egress from the Premises.

b. Any such access by Licensee shall be during normal business hours (Monday - Friday, 9 a.m. - 5 p.m. local time) for ordinary maintenance and repairs upon prior telephonic notice to Licensor during normal business hours. To the extent Licensor is permitted to grant such access, Licensee shall be entitled to have access to the Premises twenty-four hours a day, seven days a week to attend to any emergency on the Premises. Licensee shall notify Licensor as soon as reasonably practicable of any emergency occurring on the Premises. The rights of Licensee under this Section shall be limited to its employees, contractors, subcontractors, representatives or other agents, including the employees of such contractors or subcontractors of Licensee, authorized by Licensee (each, a "**Licensee Agent**"), Federal Communications Commission ("**FCC**") or state public service inspectors or persons under such respective parties' direct supervision. Before Licensee authorizes any such Licensee Agent to access the Premises, Licensee shall provide notice to Licensor as well as proof of appropriate types and amounts of insurance carried by such Licensee Agent. Notwithstanding the foregoing, Licensor accepts no responsibility for any acts or omissions of Licensee or Licensee Agents.

c. Notwithstanding the above, if Licensee has Equipment in a building located on Licensor's Property, then Licensee's access to the building will be subject to and limited by any reasonable security procedures instituted by Licensor for the protection of its building and Licensor's Property; however, Licensee shall never be unreasonably denied access to any building housing its Equipment.

d. Notwithstanding the above, neither Licensee nor any Licensee Agent shall allow any person to enter upon or climb the Structure without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any Licensee Agent ascending or descending the Structure shall be positively attached to the Structure

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by means of an OSHA-approved device, which device may include, without limitation, (i) a fixed cable, (ii) a retractable device or (iii) a harness with two lanyards attached, and such Licensee Agent shall have been trained in the proper use of such device. Licensors makes no representation or warranty to Licensee as to the fitness of any such device for any particular use or purpose.

e. Licensors retains the right to inspect the Equipment of Licensee (including any equipment shelter of Licensee) upon giving reasonable notice to Licensee during the term of this Agreement and to enter the Premises for the purposes of inspection; provided, however, that Licensors may not disturb any Equipment or open any Equipment cabinets of Licensee without the prior approval of Licensee. If Licensors reasonably determines that Licensee has not maintained Licensee's Equipment or other property of Licensee on the Premises in good order and repair according to industry standards or applicable building code requirements, Licensors shall so notify Licensee in writing, specifying the maintenance and repairs required to be performed by Licensee. If within ten (10) days following such written notice, Licensee has not performed such maintenance and repairs to Licensors's reasonable satisfaction, Licensors may, at its option, make such repairs as it deems reasonably necessary and any amount reasonably expended by Licensors therefor shall be reimbursed to Licensors by Licensee and shall be deemed an additional fee hereunder. Licensors shall not be liable for inconvenience, disturbance, loss of business or other damage to Licensee by reason of repairing the property and Equipment of Licensee for which Licensee has failed to properly maintain.

f. In an emergency involving an imminent threat to life or property, as reasonably determined by Licensors, Licensors may enter the Premises and modify the Equipment for the purpose of eliminating or reducing, or attempting to eliminate or reduce, the emergency; provided Licensors has no obligation to do so. Upon execution of this Agreement, and at any time during the term of this Agreement when Licensee alters, change or modifies any keys, combinations, cards or similar access restrictions on the Premises, Licensee shall notify Licensors immediately and deliver to Licensors all keys, combinations, cards or other restrictions necessary to allow Licensors access to the Equipment. Licensors and Licensee agree that interference issues are governed by Sections 6 and 7 of this Agreement and are not subject to the provisions of this Section 2(f).

3. LICENSE TERM

The term of this Agreement shall be deemed to have commenced on the Commencement Date and terminate at 11:59 p.m. (local time) on the day immediately prior to the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically be renewed for four (4) separate and successive periods of five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"); provided, however, Licensee may elect not to renew this Agreement for a Renewal Term by giving the Licensors advance written notice of such election not less than ninety (90) days prior to the end of the applicable Initial Term or Renewal Term.

4. LICENSE FEE

a. Beginning on the Commencement Date, Licensee shall pay to Licensors, or to Licensors's authorized nominee, if any, as named in and at the address set forth in Exhibit C, the

License Fee set forth on Exhibit C subject to adjustments as set forth in this Agreement. The initial License Fee payment is due and payable within thirty (30) days after the Commencement Date. In the event Licensee has previously delivered payment for the License prior to the Commencement Date for any period that extends beyond the Commencement Date, Licensor shall either credit Licensee's account for the pro rata amount of such prior payment or deliver to Licensee such excess amount.

b. During the Term of this Agreement, the License Fee shall be due and payable as more particularly described on Exhibit C. If the License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum, or, if lesser, the maximum rate allowed under applicable state law, from the date due until paid in full. Nothing in this subsection shall affect Licensor's right to terminate this Agreement pursuant to Section 17 if the License Fee is not paid when due.

5. EQUIPMENT

a. Licensee represents that the Equipment will be installed by Licensee or its pre-approved Licensee Agent(s) on the Structure in the exact location, and in accordance with the exact specifications, set forth in Exhibit B-2 and shall be installed in accordance with the highest engineering standards prevailing in the communications/broadcast industry. Licensee agrees that the Equipment, and the installation, operation and maintenance thereof, will not damage the Structure or any facility on the Licensor's Property (including without limitation any tower or structure or building) or interfere with the maintenance of any facility or lighting system. Licensee shall maintain the Equipment in a satisfactory condition as to safety and appearance. Except as otherwise provided in this Agreement, the Equipment is and shall remain the sole property of Licensee and may be removed from the Premises by Licensee, at Licensee's sole expense (including any repairs required due to Licensee's removal of the Equipment), at any time during the Term of this Agreement. Licensee agrees to install isolators, cavities and filters on the Equipment as may be reasonably required by Licensor and to maintain and operate the Equipment in accordance with the highest engineering standards prevailing in the communications/broadcast industry. At any time during the Term upon request by Licensor, Licensee shall provide to Licensor a copy of Licensor's FCC license, and any other required license or other documentation, authorizing it to operate each piece of the Equipment.

b. Licensee shall clearly and conspicuously mark each piece of the Equipment with Licensee's name and frequency number(s).

c. Licensee shall not install any equipment other than that set forth on Exhibit B-1 on the Structure without Licensor's prior written consent. Licensee shall not install the Equipment in any location or manner other than as specifically described in Exhibit B-2 without Licensor's prior written consent. After the initial installation of the Equipment, Licensee may replace the Equipment with the same or reasonably similar equipment upon at least thirty (30) days prior written notice to Licensor setting forth reasonably detailed information about the replacement equipment and execution by the parties of an amended Exhibit B-1 and Exhibit B-2 that describes with specificity such replacement equipment (which equipment shall become "Equipment" for all purposes hereunder upon its installation at the Premises), provided that such replacement Equipment and its installation on the Structure (i) shall be installed at the same location and in the

same manner as the original Equipment, (ii) shall not increase any weight, wind, ice or seismic loading on the Structure or otherwise adversely impact the structural integrity of the Structure in any respect, (iii) shall not exceed the dimensions of the original Equipment, (iv) shall not use any frequencies other than the frequencies used by the original Equipment, and (v) shall meet all applicable governmental laws and regulations, including local zoning and permitting regulations, and shall not require Licensor, as reasonably determined by Licensor, to make any structural modifications to the Structure. Notwithstanding the provisions of Section 17 hereof or any other provision of this Agreement, Licensor may terminate this Agreement upon any violation by Licensee of this Section 5(c) which is not cured by Licensee within ten (10) days of receipt of notice of violation.

d. Licensee agrees that Licensor may mount casters on any Equipment that may be located in Licensor's building for any reasonable purpose, including without limitation cleaning of the Premises and maintenance work.

e. Upon the expiration or termination of this Agreement for any reason, Licensee shall immediately (and in no event later than ninety (90) days after termination) remove from the Premises the Equipment and any other property placed on Licensor's Property by Licensee or any Licensee Agent. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Structure by Licensor and others. Licensee shall, at Licensee's sole expense, repair any damage to the Structure, or any facilities or equipment on Licensor's Property, caused by such removal, reasonable wear and tear and damage caused by acts out of Licensee's control are excepted. Upon any failure of Licensee to remove the Equipment and any other possessions of Licensee pursuant to this Section 5(e), Licensor shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Licensee's expense. Any damage to the Equipment occasioned by such removal and storage are expressly waived by Licensee. Any Equipment so removed will be returned to Licensee upon payment in full of all removal and storage costs and any past due License Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due License Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Licensee within one hundred eighty (180) days after termination or expiration of this Agreement shall be deemed abandoned by Licensee and shall become the property of Licensor without further action by either party. Such abandonment shall not relieve Licensee of liability for the costs of removal and storage of the Equipment.

6. FREQUENCY INTERFERENCE - LICENSEE'S OBLIGATIONS

a. Licensee represents and warrants that the Equipment will not cause interference to the equipment or operations of Licensor or any other licensee of Licensor or other prior user of Licensor's Property or Structure as they exist as of the Commencement Date. Licensee agrees that it will not modify the Equipment or change the frequency or frequencies within which the Equipment is operated without the prior written approval of Licensor, such approval not to be unreasonably withheld, conditioned or delayed. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference that Licensor reasonably believes is being caused by Licensee's Equipment or operations on the Structure that were existing on the Structure before the Commencement Date. Further, Licensee shall indemnify

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Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference.

b. If Licensee becomes aware that the Equipment is causing interference with the equipment or operations of Licensor or any other user of Licensor's Property or Structure as of the Commencement Date, Licensee immediately shall notify Licensor in writing of the problem and take all steps necessary to correct or eliminate such interference. If such interference is not corrected or eliminated within two (2) days, Licensor may require that Licensee cease operation of the Equipment until such interference is corrected or eliminated. If within ten (10) days thereafter the interference is not corrected or eliminated by Licensee or if Licensee shall have failed to cease operation of the Equipment, Licensor may immediately terminate this Agreement, notwithstanding the provisions of Section 17, and invoice Licensee for an amount equal to the Licensee Fees attributable to the three (3) month period immediately following termination of this Agreement pursuant to this Section 6(b).

7. FREQUENCY INTERFERENCE - LICENSOR'S OBLIGATIONS

a. Licensor agrees that subsequent to the Commencement Date of this Agreement it will not knowingly license or permit another person or entity to use the Structure if the signal, frequency or physical location of the equipment proposed to be used by such person or entity would cause interference in any material respect with the Licensee's then authorized signal, frequency or Equipment.

b. In the event Licensee reasonably determines that Licensor or a subsequent licensee is causing interference with Licensee's then authorized frequency or signal or with the Equipment, Licensee immediately shall notify Licensor in writing of such determination. Licensee shall in no way interfere with, tamper with or modify any equipment on the Structure or Licensor's Property or any other licensee or user of the Structure or Licensor's Property. Notwithstanding any other provision of this Agreement, Licensor shall have the immediate right to terminate this Agreement if Licensee violates the foregoing prohibition. Upon notice of interference, Licensor shall promptly (within 48 hours) take reasonable steps to eliminate, without cost to Licensee, any interference with the Equipment caused by Licensor's or any licensee's subsequent installation of equipment on the Structure, which steps may include, without limitation, enforcing provisions in any license or other agreement between Licensor and the person or entity causing such interference.

c. If such interference is determined to be more than intermittent and is detrimental to the operation of Licensee's systems, meaning the equipment is not able to reliably communicate as engineered and is not corrected or eliminated within five business (5) days, Licensee may require that Licensor use commercially reasonable efforts to eliminate the interference. If within ten business (10) days thereafter the interference is not eliminated by Licensor, Licensee may immediately terminate this Agreement, notwithstanding the provisions of Section 17, and invoice Licensor for an amount equal to the Licensee Fees attributable to the three (3) month period immediately following termination of this Agreement pursuant to this Section 7(c).

8. ALTERATIONS

Licensee shall obtain the prior written consent of Licensor before making any addition to or alteration of the Premises, such consent not to be unreasonably withheld, conditioned or delayed. Licensor shall endeavor to respond in writing to Licensee's submission of plans to alter the Premises within ten (10) business days of receipt of the plans. If Licensor does not respond within the designated time frame, then Licensee may submit a second written notice to Licensor requesting Licensor's approval of the plans within an additional ten (10) business days, in which case Licensor shall respond in writing to Licensee either approving the plans or specifying in reasonable detail the basis for rejecting the plans. Licensor also may respond by making suggestions to alter Licensee's plans. If Licensor responds in such a manner, then Licensee shall have ten (10) business days in which to accept or reject in writing Licensor's alternative plans. If Licensee does not respond within the designated time frame, then Licensee's plans and Licensor's alternative plans shall be deemed rejected and Licensee will be required to resubmit new plans to Licensor for approval. Any approved addition or alteration shall be made in a good and workmanlike manner at the sole expense of Licensee, free and clear of any mechanics' or other liens or encumbrances. In no event shall Licensor be liable for any labor, materials or supplies furnished to Licensee in connection with such addition or alteration. If any mechanics' or other lien is filed arising out of labor, materials or supplies furnished to or at the request of Licensee, Licensee shall immediately notify Licensor of such lien, and shall cause such lien to be discharged by payment, bonding or otherwise within thirty (30) days after the filing date of such lien. If Licensor reasonably determines that the installation of the additional Equipment on or about the Structure necessitates additional structural support for the Structure, or any portion thereof, Licensor reserves the right, in Licensor's sole discretion, to construct such additional support. Whether the Licensor performs the construction of the additional support, or requires or allows Licensee to carry out such construction work, Licensee shall bear the expense of all such construction for additional structural support at Licensee's sole expense, and no rent credit or other credit or reimbursement will be provided by Licensor in connection therewith. Licensee understands and agrees that any additional structural support necessitated by Licensee's additions or alterations to the Structure made by Licensee shall become the sole property of Licensor. Upon expiration or termination of this Agreement, Licensee may be required by Licensor, at Licensor's sole discretion, to remove any alteration or addition and to restore the Premises to the same or as good condition as existed on the Commencement Date, reasonable wear and tear and damage caused by acts out of Licensee's control excepted.

9. INTENTIONALLY DELETED.

10. MAINTENANCE OF PREMISES

Licensee shall neither maintain nor permit any nuisances on the Premises, nor permit the Premises to be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority.

11. COMPLIANCE WITH LAWS

Licensee shall comply with all federal, state and local laws, rules and regulations applicable to the Equipment and Licensee's operations, including without limitation all applicable

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rules and regulations of the FCC, Federal Aviation Authority (“FAA”), and any other applicable electrical or other governmental laws, codes, rules or regulations. Licensor shall be responsible for all ongoing and necessary tower or structure lighting and marking requirements of the FAA and FCC that are not related to the Equipment or Licensee’s operations. Licensee represents that prior to installation and operation of the Equipment pursuant to this Agreement, Licensee has obtained all required permits and/or licenses pertaining to the installation, operation, maintenance and repair of the Equipment on the Premises, including but not limited to any required FCC licenses. Licensor shall have no responsibility for the licensing, installation, operation or maintenance of the Equipment. Licensee shall provide Licensor with copies of all applications for construction permits and licenses filed with governmental authorities, and any and all amendments or renewals thereof, promptly after the filing thereof and upon any request of Licensor. Licensee shall not make any filings (or amendments to filings) with the FAA relating to the Structure without Licensor’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Licensor must have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org).

12. UTILITIES

Licensee shall be responsible for its own utility services, including but not limited to, telephone and electrical power service and any requirements of utility providers to alter or relocate access to such utilities. In order to facilitate Licensee’s payment for its electrical power and telephone services, Licensee shall, at its sole expense, install a separate telephone line and electric submeter at the Premises and Licensee shall be responsible for the payment of all bills which are generated as a result of its utility use. Further, Licensee agrees to be responsible for any damage to the Premises sustained during installation of Licensee’s utilities.

13. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

a. Licensor shall not be responsible for any damage, loss, inconvenience or loss of use of the Premises due to fire, weather conditions, extraordinary wear and tear, theft, vandalism, or casualty loss of any kind, or any act or omission beyond its control, including any acts or omissions of any other licensee, and Licensor shall not be required to rebuild or return to licensable condition the Premises or the Structure.

b. In the event of any damage to, loss, destruction of or condemnation of all or any part of Licensor’s Property which renders Licensee’s use of the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation.

c. If neither party terminates this Agreement pursuant to Section 13(c):
(i) Licensor may make any necessary repairs to Licensor’s Property caused by such damage or destruction and shall be entitled to use any and all insurance proceeds to pay for such repairs and
(ii) until such repairs are completed, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use by Licensee of the Premises. Licensee acknowledges that

Licensor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

d. After the expiration of the Initial Term, Licensee may terminate this Agreement without cause upon thirty (30) days prior written notice.

14. INDEMNIFICATION/LIMITATION OF LIABILITY

a. Licensee understands and agrees that Licensor, its parents, subsidiaries, affiliates, members and partners, representatives and agents, and each of their shareholders, directors, officers, employees (“**Licensor’s Agents**”) make no representation or warranty of any kind with respect to the accuracy of any information or data relating to the Structure, the condition of the Premises or any facilities (including without limitation towers or structures and buildings) located on Licensor’s Property and that Licensee accepts the License granted pursuant to this Agreement solely on a WHERE IS, AS IS basis without warranty of any kind or nature.

b. It is the express intention of the parties that Licensor shall assume no additional risk, liability, obligation or exposure of any kind as a result of entering into this Agreement. In furtherance of and not in limitation of the foregoing, Licensee agrees to indemnify, defend and hold harmless Licensor, Licensor’s Agents, from and against any and all liabilities, damages, losses, costs, expenses, suits, obligations, claims, demands or causes of action of any nature whatsoever (collectively, “**Claims**”), including without limitation attorneys’ fees at trial and on appeal, arising out of or in connection with (i) the Equipment, (ii) Licensee’s operations, (iii) the use, maintenance, repair or replacement of materials or facilities on Licensor’s Property by Licensee or Licensee Agents, (iv) the use of or entrance upon Licensor’s Property by Licensee or Licensee Agents, (v) any work performed or required to be performed by Licensee or Licensee Agents in connection with Licensee’s use of the Premises, (vi) the negligence, acts or omissions of Licensee or any Licensee Agents, (vii) the accuracy of any information relating to the Structure not contained herein which may have been communicated to Licensee prior to or contemporaneous with the execution of this Agreement by Licensor or Licensor’s Agents or (viii) the breach by Licensee of any provision of this Agreement, including without limitation any representation or warranty contained in this Agreement, except in each case to the extent attributable to the gross negligence or intentional misconduct of Licensor or Licensor’s Agents. Notwithstanding anything to the contrary stated herein, Licensee’s indemnification obligations are limited to the greater of (i) Licensee’s Insurance Coverage (as set forth in Section 15 of this Agreement) or (ii) the liability limits set forth in the State law’s sovereign immunity statute, F.S. 768.28.

c. Licensee acknowledges that Licensor and Licensor’s Agents shall have no liability to Licensee, any Licensee Agent or any other person or entity claiming under or through Licensee or any Licensee Agent for any injury, inconvenience, loss, cost, expense, liability or damage: (i) caused by the failure, interruption or malfunctioning of any equipment, facilities, utility or installation supplied by Licensor or Licensor’s Agents, unless caused by gross negligence or intentional misconduct of Licensor or (ii) resulting from any alteration, improvement or repair to Licensor’s Property or Licensor’s equipment located on Licensor’s Property; provided that, in the case of an alteration, improvement or repair, Licensor or Licensor’s Agents have exercised reasonable care to avoid or minimize any such injury, inconvenience, loss or damage.

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d. In no event shall Licensor or Licensor's Agents be liable to Licensee, any Licensee Agent, or any person or entity claiming under or through Licensee or any of Licensee's Agents for (x) any special, punitive, consequential, incidental or indirect damages, including lost profits or loss of business, or (y) any amount in excess of the amount of License Fees actually received by Licensor hereunder.

15. INSURANCE

a. During the Term of this Agreement, Licensee, at Licensee's sole cost and expense, shall obtain and keep in force, with an insurance company rated not less than A- by A.M. Best the following policies of insurance:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
(i) Comprehensive General Liability (Including Products/Completed Operations, Personal Injury, XCU and Contractual Liability)	\$2,000,000 per occurrence, combined single limit
(ii) Business Auto Liability or Personal Auto Liability (if applicable)	Coverage Limit May Be Combined CGL & Excess/Umbrella \$1,000,000 per accident, combined single limit \$300,000 per accident BI/PD
(iii) Worker's Compensation (in State of Structure location) Employer's Liability Insurance	Per State Statute
(iv) All Risk Property Coverage	Coverage Limit May Be Combined WC & Excess/Umbrella 100% Replacement Cost of Licensee's equipment
(v) Licensor and Licensor's Agents are included as <i>additional insureds</i> ;	
(vi) irrespective of any insurance coverage carried by Licensor and Licensor's Agents, Licensee's insurance policies shall provide primary, non-contributory protection for Licensor and Licensor's Agents, for claims or losses resulting from Licensee's negligence;	
(vii) Licensee's insurers waive any rights of subrogation it may have against Licensor and Licensor's Agents; and,	
(viii) policies shall provide coverage on an "occurrence" basis— "claims-	

Insurance Coverage

Limits of Liability

made” policies are not acceptable.

b. Within thirty (30) days after the Effective Date, and as often thereafter as reasonably requested by Licensors, Licensee shall deliver to Licensors a standard certificate of insurance from an authorized representative of Licensee, or its insurer(s) on its behalf, as proof of the maintenance of all insurance required by this Section. The certificate(s) shall indicate that such insurance shall not be canceled or modified, except upon delivery of thirty (30) days’ prior written notice to Licensors. The certificate(s) shall indicate coverage for the entire Term of this Agreement, or Licensee shall provide (and shall continue to provide) subsequent certificates of insurance so as to confirm to Licensors continuous insurance coverage that satisfies the requirements of this Section throughout the Term of the Agreement.

c. Licensee shall cause Licensee’s contractors and all subcontractors entering Licensors’ Property to maintain the same insurance that Licensee is required to maintain pursuant to this Section 15.

d. Licensors agrees to maintain during the Term of this Agreement, policies of insurance (including through self-insurance) with respect to Licensors’ Property in such amounts and with respect to such risks as are customary according to industry and/or tower or structure ownership standards. Licensors shall provide on an annual basis current self-insured letters of such insurance coverage upon request by Licensee.

16. HAZARDOUS SUBSTANCES

Licensee agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensors’ Property without the prior written consent of Licensors. Licensors agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensors’ Property in violation of applicable law. If, subsequent to the date of execution of this Agreement, hazardous material is released on, under, about or within Licensors’ Property that Licensors reasonably determines requires remediation under applicable federal, state or local law or regulation, then subject to the provisions of Section 13, Licensors shall take such action as it deems appropriate to remediate the condition in accordance with such law or regulation. If the presence of such hazardous material is the result of the acts or omissions of Licensee or any of the Licensee Agents, then Licensee shall indemnify, defend and hold harmless Licensors and Licensors’ Agents from and against any and all Claims, including any Claim directly by Licensors, that may arise therefrom or in connection therewith as further provided in Section 14(a). As used in this Section 16, “hazardous material” shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Structure 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.

17. DEFAULT

a. The following shall be deemed to be events of default under this Agreement:

1. Failure of Licensee to pay the License Fee when due or comply with any other monetary term of the Agreement, which failure is not cured within ten (10) days after written notice thereof to Licensee;

2. Failure of either party to comply with any non-monetary term, warranty, condition, representation, provision or covenant contained in the Agreement, which failure is not cured within thirty (30) days after written notice thereof from the other party, provided the noncomplying party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the noncomplying party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;

3. The non-renewal or cancellation of any permit and/or license required for Licensee's operation on the Premises; and

4. Any filing of a petition under any bankruptcy act by or against either party (which petition shall not have been dismissed within thirty (30) calendar days thereafter), execution by either party of an assignment for the benefit of creditors, appointment of a receiver for the assets of either party, or action by either party to take advantage of any applicable insolvency or any other like statute.

b. Upon any such default, in addition to any other remedies available at law, the non-defaulting party shall have the option to immediately terminate this Agreement, and, if Licensee is the defaulting party, Licensor shall be entitled to a payment from Licensee for a termination fee in an amount equal to three (3) months payment. In lieu of terminating the Agreement, Licensor (if Licensee is the defaulting party) may re-enter the Premises and dispossess Licensee, and may (but shall not be obligated to) re-license the Premises on Licensee's behalf upon such terms and conditions as Licensor reasonably deems appropriate. No such re-entry or re-licensing by Licensor shall be construed as an election by Licensor to terminate this Agreement unless Licensor notifies Licensee of such termination.

18. LIENS

a. Licensee shall keep Licensor's Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee.

b. If any lien is filed against Licensor's Property as a result of the acts or omissions of Licensee, or Licensee Agents, Licensee must discharge, or cause to be discharged, the lien or issue a bond with respect to the lien in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

c. If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, at Licensor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Licensor and any of Licensor's mortgagees provided that such methods are specified in writing by Licensor to Licensee.

Licensor Site Name: MCKINNON
Licensor Site ID: FLPEN2003
Licensee Site Name: MCKINNON

d. To the extent that liens are incurred, Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

19. ASSIGNMENT

a. Licensee may not, voluntarily or by operation of law, merger, stock sale or similar change of control of Licensee, assign, transfer, mortgage, hypothecate, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Premises, without the prior written consent of Licensor. Any assignment, transfer, mortgage, hypothecation, encumbering or subletting in violation of this provision shall be void and shall constitute a material breach of this Agreement.

b. Licensor may assign, transfer or sell the Structure, any Licensor's Property or this Agreement, in whole or in part, at any time and from time to time at its sole discretion and without any prior notice or consent of Licensee or otherwise. Upon any assignment or transfer of Licensor's interest in this Agreement and the assumption by the assignee or transferee of all of Licensor's obligations under this Agreement, Licensor shall be released from any further obligations hereunder.

c. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted successors and assigns.

20. MEMORANDUM OF LICENSE

Licensor agrees that, at the request of Licensee, Licensor shall execute a memorandum of license, in a form reasonably acceptable to Licensee, for the purpose of recording Licensee's interest herein.

21. NOTICES

Any notices pursuant to this Agreement shall be validly given or served only if in writing and sent by courier, facsimile, or overnight delivery service, to the following addresses:

If to Licensee:

City of Pensacola
Don J Suarez, Department Director
1625 Atwood Drive
Pensacola, FL 32514

City of Pensacola
Keith Wilkins, City Administrator
222 Main Street
Pensacola, FL 32502

If to Licensor:

Licensor Site Name: MCKINNON
Licensor Site ID: FLPEN2003
Licensee Site Name: MCKINNON

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive
Shannon Building, Suite 100
Little Rock AR 72211

With a required copy sent to the address below:

Harmoni Towers LLC
c/o Communications Infrastructure Services Co.
Attn: Legal
44 South Broadway, Suite 601
White Plains, NY 10601

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

For Site Emergencies: NOC@harmonitowers.com

and with a copy to such other persons and addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of delivery or facsimile transmission. All future correspondence and payments regarding this Agreement should include the Licensor Site Name and Identifier set forth above.

22. WAIVER

The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

23. INTEGRATION

This Agreement, including all exhibits hereto, represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous oral or written agreements, correspondence, conversations or understandings of whatever nature between the parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by both parties.

24. GOVERNING LAW

This Agreement shall be deemed to have been made in, and its validity, performance and effect shall be determined in accordance with, the internal laws of the state of Florida.

25. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

26. CAPTIONS; EXHIBITS

The captions or headings of sections of this Agreement are provided for convenience only and shall not be of any force or effect in construing any provision of this Agreement. All exhibits referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

27. RELATIONSHIP OF THE PARTIES

Licensor and Licensee are entering into this Agreement as independent contractors and shall not be deemed to be joint venturers or partners of one another, and neither party shall have any power to bind or obligate the other whatsoever.

28. AUTHORITY

Each party hereto represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite corporate or other governing body actions to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and (iv) its performance under this Agreement shall not violate any applicable regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

29. COUNTERPARTS

This Agreement may be executed and delivered in counterparts, including by electronic transmission, and all of which taken together shall constitute a single instrument.

30. SURVIVAL

Licensor and Licensee hereby agree that termination or expiration of this Agreement, including any amendments to this Agreement, will not impair either party's then accrued rights, obligations or remedies or any rights, obligations or remedies of either party that expressly or by their nature are intended to survive the termination or expiration of this Agreement.

[Remainder of this page intentionally left blank.]

Licensor Site Name: MCKINNON

Licensor Site ID: FLPEN2003

Licensee Site Name: MCKINNON

IN WITNESS, WHEREOF, intending to be legally bound, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first written above.

LICENSOR:

LICENSEE:

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and execution:

City Attorney

EXHIBIT A

DESCRIPTION OF STRUCTURE AND REAL PROPERTY

305' self supported tower located at LAT 30.8146950 LONG -87.4285570

Licensors's Property:

Lease Area

A portion of the 5M Farms, LLC, tract described in Book 7957, Page 695 as recorded in the Office of County Clerk for Escambia County, Florida, being in the SE 1/4 of the SE 1/4 of Section 34, Township 4 North, Range 32 West, Escambia County, Florida, and being more particularly described as follows;

Commencing at a 1/2" rebar found marking the intersection of the northeasterly right-of-way line of State Highway 97 and south line of said Section 34; thence run N 37°59'12" W along said the northerly right-of-way line for a distance of 534.91 feet to a point; thence departing said northerly right-of-way line, run S 86°35'09" E for a distance of 145.40 feet to a point; thence run N 03°24'51" E for a distance of 50.00 feet to a 5/8" rebar set and the Point of Beginning; thence run S 86°35'09" E for a distance of 100.00 feet to a 5/8" rebar set; thence run S 03°24'51" W for a distance of 100.00 feet to a 5/8" rebar set; thence run N 86°35'09" W for a distance of 100.00 feet to a 5/8" rebar set; thence run N 03°24'51" E for a distance of 100.00 feet to the Point of Beginning. Said Lease area contains 0.23 acres.

30' ACCESS & UTILITY EASEMENT

A portion of the 5M Farms, LLC, tract described in Book 7957, Page 695 as recorded in the Office of County Clerk for Escambia County, Florida, being in the SE 1/4 of the SE 1/4 of Section 34, Township 4 North, Range 32 West, Escambia County, Florida, and being more particularly described as follows;

Commencing at a 1/2" rebar found marking the intersection of the northeasterly right-of-way line of State Highway 97 and south line of said Section 34; thence run N 37°59'12" W along said the northerly right-of-way line for a distance of 534.91 feet to the Point of Beginning of an Access & Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence departing said northerly right-of-way line, run S 86°35'09" E for a distance of 145.40 feet to the Point of Ending. Said easement contains (4,224.20 square feet) 0.096 acres, more or less.

EXHIBIT B-1

THE EQUIPMENT LIST

Equipment to be installed at RAD 210':

(1) WPA-700102-8CF-0-850

(1) Generic 1.25" coax

Leased area Dimensions 2'x2'

Cabinet Dimensions 2'x2'x1'

Concrete pad Dimensions 2'x2'

Cabinet SENSUS M400B2

EXHIBIT B-2

THE EQUIPMENT PLACEMENT

See attached tower profile and site plan

EXHIBIT C

LICENSE FEE

LICENSE FEE DURING INITIAL TERM:

License Fee during the Initial Term is \$800.00 per month, beginning with the Commencement Date, with an annual escalator of two percent (2%) on the first day of the month in which the annual anniversary of the Commencement Date occurs.

LICENSE FEE DURING ANY RENEWAL TERMS:

License Fee during any Renewal Term will increase annually by two percent (2%) on the first day of the month in which the annual anniversary of the Commencement Date occurs.

The License Fees shall be payable to the agent of Licensor at the following address shown below:

**HARMONI TOWERS LLC
P.O. Box 840102
Dallas TX 75284-1945**

Payments should include Licensor Site ID FLPEN2003 on all checks and correspondence to ensure proper rent credit and timely responses.