

of the Effective Date, the Premises are in compliance with all Laws and EH&S Laws (as defined in this Agreement).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing, screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing, and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, or other improvements are listed on any exhibit to this Agreement.

8. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits, and other approvals (collectively, the "**Government Approvals**"), that may be required by any federal, state, or local authorities (collectively, "**Government Entities**"), and a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain the Government Approvals, and LESSOR shall take no action that would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may immediately terminate this Agreement upon written notice to LESSOR if: any applications for the Government Approvals are finally rejected; any Government Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; LESSEE determines that the Government Approvals may not be obtained in a timely manner; LESSEE determines that any structural analysis is unsatisfactory; or LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary.

10. **INDEMNIFICATION.** Subject to **Paragraph 11** of this Agreement, LESSEE shall indemnify, and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of LESSEE, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of LESSOR, or its employees, contractors, or agents. The LESSOR will provide LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of LESSOR to provide any such notice, or to provide it promptly, shall not relieve LESSEE from its indemnification obligation in respect of such claim, except to the extent LESSEE can establish actual prejudice and direct damages as a result of that failure. The LESSOR will cooperate appropriately with LESSEE in connection with LESSEE'S defense of such claim. At the LESSOR'S request, LESSEE shall defend LESSOR against any claim, with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim, or consent to the entry of any judgment, without the prior written consent of LESSOR, and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. **INSURANCE.** LESSEE will maintain commercial general liability insurance, with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE shall include LESSOR as an additional insured as its interest may appear under this Agreement. Upon request during the Term, LESSOR will provide to LESSEE a certificate evidencing insurance that LESSOR determines in its discretion to provide.