

**FIRST AMENDMENT TO SUBLEASE AGREEMENT**

This First Amendment (the "First Amendment") to that certain Sublease Agreement dated March 26, 2002 by and between AT&T Wireless Services of Florida and Martin County, Florida (the "Sublease"), is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor in interest to AT&T Wireless Services of Florida (the "AWS") and Board of County Commissioners of Martin County, Florida, as successor in interest to Florida and Martin County, Florida (the "Sublessee") (collectively, the "Parties").

**RECITALS**

WHEREAS, AWS owns a certain communications tower and leases a certain parcel of land located at 21298 SOUTHWEST FARM ROAD, Indiantown, FL 34956-3965 more commonly known to AWS as the FP08 tower site (the "Subleased Premises"); and

WHEREAS, AWS and Sublessee entered into the Sublease for the use of a certain portion of the Subleased Premises; and

WHEREAS, the Parties agree to extend the term of the Sublease, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Section 3 of the Sublease is amended to add the following language:

Beginning on October 1, 2016 (the Extension Commencement Date"), the current term of this Sublease shall be extended for a period of ten (10) years.

Sublessee shall have the right to extend the Sublease for five (5) additional periods of five (5) years each, each considered to be a Renewal Term, upon giving AWS written notice of its intention to renew the Sublease no later than three (3) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such right of renewal is contingent upon Sublessee not being in default of the Sublease.

Sublessee agrees that if Sublessee remains in possession of the Subleased Premises after the expiration of the Initial Term or any Renewal Term of this Sublease, without exercising its right to renew, Sublessee shall be deemed to be occupying the Subleased Premises as a Subtenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Sublease.

- 2) Section 4 of the Sublease is hereby deleted in its entirety and replaced with the following:

**Rent.** Sublessee shall pay to AWS as rent, an amount equal to Nine Hundred and 00/100 Dollars (\$900) per month ("Rent"). Rent shall be payable on the first day of each calendar month in advance at AWS' address shown below. If this Sublease is terminated on a day other than on the last day of a month, then Rent shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Sublessee, all prepaid Rent shall be refunded to Sublessee. On the first anniversary of the Extension Commencement Date, and each anniversary thereafter throughout the Initial Term and any Renewal Terms, the Rent shall be increased by four percent (4%).

GTP Acquisition Partners II, LLC  
c/o Citibank N.A.  
Dept 3329  
Carol Stream, IL 60132-3329

- 3) AWS and Sublessee agree and acknowledge that Sublessee shall modify its equipment for a final installed configuration pursuant to Exhibit B-1.
- 4) AWS and Sublessee agree and acknowledge that Exhibit B to the Sublease is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit B-1 and Sublessee's equipment information set forth in the Sublease, Exhibit B-1 shall control.
- 5) Section 8 of the Sublease is hereby deleted in its entirety and replaced with the following:

**8. IMPROVEMENTS BY SUBLESSEE.**

(a) Installation and Approved Vendors. Prior to the commencement of any Work on the Tower, Sublessee shall submit to AWS for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Sublessee shall provide notice to AWS no less than 5 days prior to the date upon which Sublessee intends to commence Work at the Tower, together with a construction schedule, so AWS has the opportunity to be present during any such Work. Sublessee shall not commence Work on the Tower until AWS issues to Sublessee a NTP. AWS shall issue a NTP only upon request from Sublessee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Sublessee's Application have been satisfied; (2) evidence that Sublessee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by AWS for the proposed equipment installation; (4) evidence that any party, other than AWS but including Sublessee, that will be performing the Work are on AWS's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with AWS naming AWS as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Section 12 of this Sublease; and (5) a construction schedule. Notwithstanding anything to the contrary in this Sublease, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) Structural Analysis/Interference Analysis. Prior to the commencement of any Work on the Tower by or for the benefit of Sublessee, AWS may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower for the installation or modification of any Communications Equipment and/or additional equipment at the Subleased Premises by Sublessee. Sublessee agrees to remit payment to AWS for all reasonable costs and expenses incurred by AWS for such structural analysis or professional engineer's certified letter ("Structural Analysis Fee") within forty-five (45) days following receipt of an invoice from AWS, in accordance with the Local Government Prompt Payment Act. The foregoing charge shall be at AWS's prevailing rates for the performance of same or the amount AWS's vendor is then charging AWS, as applicable. In the event a structural analysis is performed after the execution of this Sublease but prior to the initial installation of the Communications Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Sublessee's Communications Equipment thereon, AWS shall notify Sublessee that modification of the Tower is required and inform Sublessee of the fee AWS will charge Sublessee to complete such modification (which fee shall be a reasonable estimate of AWS's actual cost of making such modifications). Such modification shall become part of the Tower and be AWS's sole property. If Sublessee elects not to pay such fee, and Sublessee and AWS do not otherwise reach an agreement regarding the costs of such modification, Sublessee may terminate this Sublease upon written notice to AWS. Prior to the commencement of any initial or subsequent construction or installation on the Tower by or for the benefit of Sublessee and/or the modification of Sublessee's Permitted Use propagated from the Subleased Premises, AWS may elect to perform a shared site interference study ("SSIS") and Sublessee shall pay AWS a fee of \$1,600.00 per study ("SSIS Fee"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable immediately upon receipt of notice from AWS that AWS has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Sublease by AWS but prior to the installation of Sublessee's Communications Equipment, and such SSIS indicates that the proposed installation of Sublessee's Communications Equipment on the Tower is acceptable.

(c) Equipment; Relocation, Modification, Removal. AWS hereby grants Sublessee reasonable access to the Subleased Premises for the purpose of installing and maintaining the Communications Equipment and its appurtenances. Except as otherwise provided, Sublessee shall be responsible for all site Work to be done on the Subleased Premises. Sublessee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Communications Equipment. Sublessee shall not construct, install or operate any equipment or improvements on the Tower other than those which are described on Exhibit B, alter the Permitted Use, or alter the operation of the Communications Equipment. Sublessee shall submit an Application, utilizing AWS's then current form, to request the right to replace or modify its Communications Equipment, alter the Permitted Use or increase the Subleased Premises, which Application shall be accompanied by a Relocation Application Fee. AWS shall evaluate for approval the feasibility of Sublessee's request, which approval shall be in AWS's sole discretion. Sublessee acknowledges that any such relocation or modification of the Communications Equipment may result in an increase in the Rent. An amendment to this Sublease shall be prepared to reflect each addition or modification to Sublessee's Communications Equipment to which AWS has given its written consent and the

resulting increase in the Rent, if any. Sublessee shall have the right to remove all Communications Equipment at Sublessee's sole expense on or before the expiration or earlier termination of this Sublease provided Sublessee repairs any damage to the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Sublease for any reason, Sublessee shall: (i) remove the Communications Equipment and any other property of Sublessee at the Tower at Sublessee's sole risk, cost, and expense; (ii) deliver the Subleased Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Communications Equipment within ten (10) days of the occurrence of such damage. If Sublessee does not remove its Communications Equipment within thirty (30) days after the expiration or termination of this Sublease, (i) the Communications Equipment shall be deemed conclusively and absolutely abandoned by Sublessee and anyone claiming by, through, or under Sublessee except for Hazardous Materials and waste and Communications Equipment containing Hazardous Materials and waste; and (ii) AWS shall have the right to remove the Communications Equipment at Sublessee's sole expense and dispose of such Communications Equipment in any manner AWS so elects, and Sublessee shall reimburse AWS for its expenses upon demand without off-set.

- 6) Section 12 of the Sublease is hereby deleted in its entirety and replaced with the following:

**12. INDEMNIFICATION; INSURANCE.**

- (a) Mutual Indemnity. So long as (but only so long as) Martin County, Florida shall be the Sublessee hereunder, and to the extent permitted by Florida Statutes Title XLV c. 768 s. 28, as amended, Sublessee agrees to be solely responsible and hold AWS harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of Sublessee's use and/or occupancy of the Subleased Premises. AWS shall indemnify Martin County against and hold harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Subleased Premises. This acceptance of liability does not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the other Party. Nothing herein shall be construed as a waiver of Sublessee's sovereign immunity or consent to be sued by third parties.

In the event any party other than Martin County shall be, through assignment, the Sublessee under this Sublease, such party and AWS agree to indemnify the other against and hold the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Subleased Premises by the other Party. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the other Party.

- (b) Limits on Indemnification. To the extent permitted by applicable law, neither Party shall be responsible or liable to any of the foregoing Parties for any damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower or for any structural or power failures or destruction or damage to the Tower except to the extent caused by the sole, joint, or concurrent

gross negligence or willful misconduct of such Party.

- (c) **Insurance.** AWS and Sublessee shall keep in full force and effect, during the Term of this Sublease, insurance coverage in accordance with Appendix I attached hereto and incorporated by this reference.

- 7) Section 15 of the Sublease is hereby deleted in its entirety and replaced with the following:

**Environmental Laws.** As used herein, the term “Environmental Laws” shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term “Hazardous Substance” shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Sublessee represents, warrants and agrees that it will conduct its activities on the Subleased Premises or the Property in compliance with all applicable Environmental Laws. Sublessee agrees to be solely responsible for, and to save harmless AWS from, the existence or discovery of any Hazardous Substance on the Subleased Premises or the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are proved to be caused by or result from Sublessee’s activities on the Subleased Premises or Property.

Sublessee’s responsibility under this Section specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Sublease.

- 8) The first sentence of Paragraph 1 of the unnumbered Section of the Sublease titled Miscellaneous is hereby deleted in its entirety and replaced with the following:

In the event of litigation arising hereunder, each party shall be solely responsible for its own attorneys’ fees and court costs.

- 9) Paragraph 4 of the unnumbered Section of the Sublease titled Miscellaneous is hereby deleted in its entirety and replaced with the following:

Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a “Representative”) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative.

- 10) So long as Sublessee shall elect to self-insure as provided in and subject to the provisions of Item B of Appendix I, only Sublessee’s contractors and subcontractors maintaining the required insurance with a private third-party insurer (and no employee or other personnel of Sublessee or any other self-insured person or entity) shall be permitted to access or climb the Tower. Sublessee shall have unrestricted access to its equipment shelters at the base of the Tower.

- 11) Notwithstanding anything to the contrary in the Sublease, the offer to Sublessee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Subleased Premises completed after the execution of this First Amendment by AWS but before the Commencement Date of the installation of Sublessee's Communications Equipment indicates that the Subleased Premises is not suitable for Sublessee's Communications Equipment unless AWS and Sublessee mutually agree that structural modifications or repairs shall be made to the Subleased Premises on mutually agreeable terms.
- 12) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 13) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Sublease.
- 14) All other terms and provisions of the Sublease remain in full force and effect.

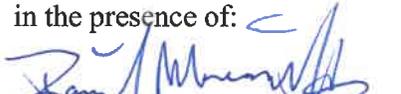
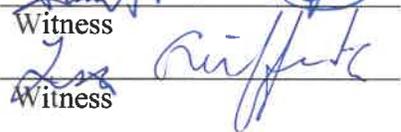
[SIGNATURES APPEAR ON THE NEXT PAGE]

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AWS Site Name/Number: FP08 / 370780  
AWS Contract Number: GTP12310  
Sublessee Site Name/Number: N/A / N/A

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to Sublease Agreement as of the day and year written below:

Signed, sealed and delivered  
in the presence of:

  
Witness  
  
Witness

Agreed to and accepted by:

AWS:

GTP Acquisition Partners II, LLC, a  
Delaware limited liability company

By:

Name:

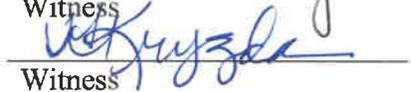
  
Richard Rossi  
Vice President Legal

Title:

Date:

6-1-17

Signed, sealed and delivered  
in the presence of:

  
Witness  
  
Witness

Agreed to and accepted by:

SUBLESSEE:

Board of County Commissioners of  
Martin County, Florida

By:

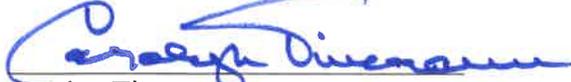
  
Name: Doug Smith

Title: Chairman

Date:

6/9/17

ATTEST:

  
Carolyn Timmann,  
Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Sarah W. Woods, County Attorney

AWS Site Name/Number: FP08 / 370780  
AWS Contract Number: GTP12310  
Sublessee Site Name/Number: N/A / N/A

**Exhibit B-1**

Exhibit B-1						
Customer Name: MARTIN COUNTY		ATC Asset Name: FP08		ATC Asset #: 370780		
Customer Site Name: N/A			Customer Site #: N/A			
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 268.00'	Primary Contiguous Lease Area		L:12.00'	W:16.00'	H: Sq. Ft: 192.00
	Customer Building			11.50'	12.00'	N/A 138.00
	Outside Primary Lease Area			N/A	N/A	N/A Sq. Ft: 76.00
	Generator AREA			4.40'	10.00'	N/A 44.00
	Setback AREA			N/A	N/A	Refer to Site Sketch
	Fuel Tank AREA			4.00'	8.00'	N/A 32.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 500.0		Fuel Type: Propane		Fuel Tank Setback(radius): 10.0
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	DIPOLE	TTA	OMNI	OMNI	DISH-RADOME	DISH-RADOME
Manufacturer	Decibel	Generic	RFS	RFS	Commscope	Commscope
Model #	DB264	TTA	BMR10-A-B1	BMR10-A-B1	PAR6-59W-PXA/A w/ Radome	PAR6-59W-PXA/A w/ Radome
Dimensions HxWxD	258" x 0" x 0"	12" x 12" x 6"	156" x 6.6" x 6.6"	156" x 6.6" x 6.6"	6.36' x 6.36' x 1.49'	6.36' x 6.36' x 1.49'
Weight(lbs.)	36.0	10.0	55.0	55.0	154.0	154.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	255.0'	252.0'	252.0'	252.0'	245.0'	245.0'
Antenna Tip Height	265.8'	252.5'	258.5'	258.5'	248.2'	248.2'
Antenna Base Height	244.2'	251.5'	245.5'	245.5'	241.8'	241.8'
Mount Type	N/A	N/A	N/A	N/A	Stand-Off	Stand-Off
Quantity	1	1	1	2	1	1
Azimuths/Dir. of Radiation	0	0	0	0	2.69	90.27
Quant. Per Azimuth/Sector	1	1	1	2	1	1
TX/RX Frequency Units	N/A	N/A	N/A	N/A	GHz	GHz
TX Frequency	N/A	N/A	N/A	N/A	6	6
RX Frequency	N/A	N/A	N/A	N/A	6	6
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	6	N/A	12.3	12.3	35.0/ 35.1/ 35.2/	35.0/ 35.1/ 35.2/
Total # of Lines	1	1	1	2	1	1
Line Quant. Per Azimuth/Sector	1	1	1	2	1	1
Line Type	Coax	Coax	Coax	Coax	Elliptical	Elliptical
Line Diameter Size	7/8" Coax	1/2" Coax	7/8" Coax	1 5/8" Coax	EU 63	EU 63
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

Type	DISH-STANDARD	DISH-RADOME	N/A	N/A	N/A	N/A
Manufacturer	Commscope	Commscope	N/A	N/A	N/A	N/A
Model #	PL4-59/F	PAR6-59W-PXA/A w/ Radome	N/A	N/A	N/A	N/A
Dimensions HxWxD	4.23' x 4.23' x 1.35'	6.36' x 6.36' x 1.49'	N/A	N/A	N/A	N/A
Weight(lbs.)	119.0	154.0	N/A	N/A	N/A	N/A
Location	Tower	Tower	N/A	N/A	N/A	N/A
RAD Center AGL	205.0'	205.0'	N/A	N/A	N/A	N/A
Antenna Tip Height	207.1'	208.2'	N/A	N/A	N/A	N/A
Antenna Base Height	202.9'	201.8'	N/A	N/A	N/A	N/A
Mount Type	Stand-Off	Stand-Off	N/A	N/A	N/A	N/A
Quantity	1	1	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	2.69	90.27	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	GHz	N/A	N/A	N/A	N/A
TX Frequency	6	6	N/A	N/A	N/A	N/A
RX Frequency	6	6	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	35.4	35.0/ 35.1/ 35.2/	N/A	N/A	N/A	N/A
Total # of Lines	1	1	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
Line Type	Elliptical	Elliptical	N/A	N/A	N/A	N/A
Line Diameter Size	EU 63	EU 63	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#9-OAA653359

## Appendix I

### Insurance

A. AWS shall maintain in full force during the Term of this Sublease the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Sublessee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Sublessee and shall name Sublessee as an additional insured, and shall be primary over any insurance coverage in favor of Sublessee but only with respect to and to the extent of the insured liabilities assumed by AWS under this Sublease and shall contain a standard cross-liability endorsement.

B. Sublessee shall maintain in full force during the Term of this Sublease the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that AWS will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. In the event any party other than Martin County shall be, through assignment, the Sublessee under this Sublease, the required insurance specified in this Item B to be carried by such party shall contain a waiver of subrogation against AWS and shall name AWS as additional insured, and shall be primary over any insurance coverage in favor of AWS but only with respect to and to the extent of the insured liabilities assumed by Sublessee under this Sublease and shall contain a standard cross-liability endorsement.

Notwithstanding the foregoing, so long as (but only so long as) Martin County, Florida shall be the Sublessee hereunder, Sublessee shall be permitted to self-insure for the perils and risks covered under the policies of insurance set forth in this Item B. Without waiving the right to sovereign immunity as provided by Florida Statutes Title XLV c. 768 s. 28, as amended, AWS and Sublessee acknowledge that Sublessee is self-insured for General Liability consistent with Florida Statutes Title XLV c. 768 s. 28, with coverage limits of \$200,000 per person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature. Sublessee agrees that, in the event of any Damages that would have been covered by Sublessee's insurance pursuant to this Item B, Sublessee shall conduct an investigation into any claim as if Sublessee had elected to obtain the insurance required under this Item

AWS Site Name/Number: FP08 / 370780

AWS Contract Number: GTP12310

Sublessee Site Name/Number: N/A / N/A

B from a private third-party insurer. In addition, Sublessee shall cause all contractors, subcontractors or any other person or entity with access to the Tower to carry the insurance in the types and amounts set forth in Item C, and no such contractor or subcontractor shall access or climb the Tower for any reason whatsoever, unless and until Sublessee shall deliver to AWS certificates of insurance or other evidence reasonably satisfactory to AWS evidencing such insurance.

C. Sublessee shall cause all contractors or subcontractors performing Work on any Subleased Premises prior to the commencement of any such Work on behalf of Sublessee to obtain and maintain in full force the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that AWS and Sublessee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item C shall contain a waiver of subrogation against AWS and Sublessee and shall name AWS and Sublessee as additional insured, and shall be primary over any insurance coverage in favor of AWS and Sublessee but only with respect to and to the extent of the insured liabilities assumed by Sublessee under this Sublease and shall contain a standard cross-liability endorsement.

D. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Sublease or relieve either Party from any obligations under this Sublease, and (b) AWS reserves the right, from time to time, to increase the required liability limits described above in Items A, B and C in accordance with then-current customary insurance requirements in the tower industry nationally.