

SITE NAME: Arden
LICENSEE: KUNV 91.5

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement (“**Agreement**”) is entered into this _____ day of _____, 2023, (“**Effective Date**”) between Nexstar Media Inc., successor in interest to KLAS, LLC, a Delaware Corporation (“**LICENSOR**”) and The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“**LICENSEE**”).

1. Scope of License. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants permission to LICENSEE to continue to maintain and operate the radio communications equipment described in attached Exhibit “A,” annexed hereto (“**Equipment**”) at LICENSOR’s communication site described in Exhibit “B,” annexed hereto (“**Site**”), at the location described in Exhibit “C,” annexed (“**Licensed Premises**”) annexed hereto.

2. Term. The “**Term**” of this Agreement shall be for a period of ten (10) years beginning on the “**Commencement Date**” which shall be **August 30, 2023**.

3. License Fee. (a) Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR a monthly fee of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) (the “**License Fee**”). The first month’s License Fee shall not be prorated for any partial month occurring during the first month from the Commencement Date. Thereafter, the License Fee shall be payable in advance on the first day of each month to LICENSOR and shall be sent to the attention of, Nexstar Broadcasting, Inc. dba KLAS 3228 Channel 8 Drive – Las Vegas, NV 89109 – Attn: Accounts Receivable, or to such other address as designated in writing by LICENSOR. Upon expiration of this Agreement, the final month’s License Fee shall be prorated for any partial month occurring during the month of Commencement on the actual number of days in such month.

(b) The parties acknowledge that as an entity of the State of Nevada, LICENSEE is not currently subject to a portion of the annual fees that the Bureau of Land Management (“**BLM**”) charges to LICENSOR. The parties acknowledge that should LICENSEE become subject to the BLM fees, LICENSEE may, at its option, terminate this Agreement by giving LICENSOR thirty (30) days prior written notice.

(c) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Term, the then current License Fee payable by LICENSEE to LICENSOR shall be increased by an amount equal to **two point five percent (2.5%)** over the License Fee payable by LICENSEE during the last month of the preceding twelve (12) month period. The monthly License Fee as increased shall be rounded up to the next whole dollar.

(d) LICENSEE shall pay any charges to install utilities to the Licensed Premises, including emergency power generators and sub-panel for emon demon meter, and shall pay all utility charges for utilities consumed by LICENSEE at the Licensed Premises, including the monthly estimated utility charge of One Thousand Eight Hundred Eighty Seven and no/100 Dollars (\$1,887.00). LICENSOR shall send LICENSEE a credit and/or a subsequent invoice, if applicable, showing the difference between the monthly estimated utility charge paid by LICENSEE and the actual amount billed for LICENSEE’s consumption at the Site on an annual basis at LICENSOR’S sole discretion, which shall be payable within thirty (30) days of LICENSEE’s receipt of an invoice from LICENSOR.

(e) If LICENSEE remains in possession of the Licensed Premises at the expiration of the Term, such tenancy shall be deemed to be a month-to-month license under the same terms and conditions of this Agreement, except that the License Fee payable during such holdover period shall be one hundred fifty percent (150%) the License Fee payable during the last year of the immediately preceding term. By way of example, if the holdover period commences on June 1, 2033, the monthly License Fee will increase to approximately Five Thousand Two Hundred Fifty-Three and 50/100 Dollars (\$5,253.00).

(f) LICENSEE shall pay all applicable personal property taxes or other taxes assessed against LICENSEE’s personal property that is located within the Licensed Premises, and LICENSOR shall pay all real property taxes and all other similar taxes and assessments in the amount(s) currently levied against the Site or personal property and improvements thereon owned and maintained by LICENSOR. LICENSEE shall pay, as additional fee, its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement, and LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

(g) LICENSEE agrees that payment of License Fee or other sums due hereunder shall be due and paid upon receipt of an invoice from the LICENSOR, and that LICENSEE shall pay as an additional fee a late charge equal to ten percent (10%) of each installment or sum made more than ten (10) days after its due date.

4. Management Agreement. LICENSEE acknowledges that LICENSOR has procured the services of IntelliSites Development, LLC (“**Site Manager**”) as LICENSOR’s agent for purposes of managing and marketing the Site. LICENSEE agrees to comply fully with the reasonable directions and requirements which the Site Manager or LICENSOR, in its discretion, may from time to time establish in connection with this Agreement and the operations of LICENSEE hereunder. LICENSEE shall follow all applicable standards included in LICENSOR’s site standards, a copy of which is attached hereto as Exhibit “D” and incorporated herein by reference.

5. Inspection of Licensed Premises. The Licensed Premises shall be provided in “**AS IS**” condition by LICENSOR. LICENSEE has visited and inspected the Licensed Premises and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE’s use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE’s equipment.

6. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall, at LICENSEE’s expense, (i) conduct any and all engineering tests, environmental tests, and all other feasibility studies which LICENSEE deems necessary or desirable for its use of the Licensed Premises, and (ii) obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (the “**Governmental Approvals**”). LICENSOR agrees to reasonably cooperate with LICENSEE to obtain all required Governmental Approvals and any and all local public utility easements requested by LICENSEE, but shall not be responsible for incurring any out of pocket expenses in such regard.

(b) LICENSEE shall, at its expense, install, construct, and maintain the Equipment on the Licensed Premises as defined and consistent with attached Exhibits “A” and “C” during the Term in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR’s policies as set forth in attached Exhibit “D.” Prior to the installation of LICENSEE’s Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term is subject to the following:

(i) LICENSEE shall submit, in writing, all plans for such installation, modifications or changes for LICENSOR’s approval, such approval not to be unreasonably withheld or delayed by LICENSOR. In order to ensure LICENSEE’s compliance with the provisions of this Agreement, the plans and specifications for LICENSEE’s Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval. LICENSEE shall reimburse LICENSOR for LICENSOR’s reasonable out of pocket expenses (not to exceed One Thousand Dollars (\$1,000.00)) incurred in connection with such review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE’s Equipment shall be performed at LICENSEE’s sole cost and expense by LICENSEE’s employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. LICENSEE shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of LICENSOR and insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to LICENSEE’s Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic’s lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic’s or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys’ fees, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("**Access**") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities.

(d) LICENSEE shall not sublicense, share or utilize, in whole or in part, its' Equipment, its frequencies or its interests pursuant to this Agreement.

(e) Subject to Section 7 below, LICENSEE may improve, swap, or change out antennas and Equipment with prior written notice, but without consent of LICENSOR. Notwithstanding the foregoing, LICENSOR's prior consent and written approval shall be required for any proposed modification to LICENSEE's Equipment which will: (i) increase the leasable square footage or the footprint of the Licensed Premises; (ii) increase antenna or transmission line size, weight, wind load or dimensions; (iii) require a relocation of LICENSEE's location on the Tower; or (iv) increase or change the frequencies listed in Exhibit "A" hereto. LICENSEE shall pay for all cost associated with the modifications including, but not limited to a structural analysis if one is needed and increased License Fees for any increased use of space as set forth above.

7. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other LICENSEE or sub-tenants at the Site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within ten (10) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said ten (10) day period and thereafter continuously and diligently pursues to cure the interference ("**Cure Period**"). In the event the interference is not cured during the initial ten (10) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Section 9 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned.; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future LICENSEE or sub-tenant injured by LICENSEE's interference ("**Future Party**") to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has leased or licensed, and will continue to lease or license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if LICENSOR substantially eliminates such interference within thirty (30) days of LICENSEE's termination notice. LICENSEE shall pay LICENSOR any fees due for the period up to the termination of this Agreement. Any advance payments for periods after the termination of this Agreement will be reimbursed to LICENSEE.

(c) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment.

(d) Notwithstanding anything in this Agreement to the contrary, LICENSEE agrees that, at LICENSOR's request, it will power down its transmitter to levels safe for maintenance work and reasonably cooperate with LICENSOR and LICENSOR's other tenants at any time that LICENSOR or LICENSOR's other tenants require access to the Site for the installation, maintenance or removal of equipment at the Site, or for maintenance of the Site itself. LICENSOR will use reasonable efforts to schedule such non-emergency Site visits for non-peak hours and to provide at least five (5) days prior written notice to LICENSEE; provided, however, that in the event of any emergency (an event resulting in injury to persons or property), LICENSOR shall have the right to immediately shut down LICENSEE's Equipment without prior notice to LICENSEE. LICENSOR shall restore such electrical service as soon as reasonably practical.

8. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and the following procedures shall apply:

(a) If structural modifications are necessary prior to LICENSEE's installation or modification of the Equipment, then either: (i) LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 6 hereof; or (ii) If such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice.

(b) If repairs are necessary due to the presence of LICENSEE's Equipment, LICENSEE shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 6 hereof; provided, however, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Removal of Licensee's Equipment. Provided that LICENSEE is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 6 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. LICENSEE shall submit a removal plan for LICENSOR's written approval, such approval not to be unreasonably withheld or delayed. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

10. Master License. LICENSEE hereby acknowledges that LICENSOR licenses the Site pursuant to that certain Communications Use Lease #N-27727 dated February 24, 2010, as amended (hereinafter referred to as "**Master License**"), between the BLM (hereinafter referred to as "**Master Licensor**") and LICENSOR. This Agreement shall be subject and subordinate to the Master License, and to the matters to which the Master License is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Licensor. If for any reason the term of the Master License shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

11. Indemnification. (a) To the maximum extent permitted by NRS 41:

(i) LICENSEE shall indemnify and hold LICENSOR and Site Manager harmless from (A) all costs of any damage done to the facilities or equipment of the LICENSOR, Master Licensor, and/or other licensee or sub-tenant located at the Site, to the extent caused by the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (B) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee disability and death benefits, to the extent caused by LICENSEE's installation, maintenance and operation or removal of LICENSEE's Equipment at, or use of, the Licensed Premises, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSOR. LICENSEE will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. LICENSEE'S indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.

(ii) LICENSEE shall also indemnify and hold LICENSOR and Site Manager harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or

any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action caused by or resulting in any way from radio frequency radiation emissions from LICENSEE's Equipment or any other harmful effect caused by or resulting from LICENSEE's Equipment. LICENSEE will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. LICENSEE'S indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.

(b) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of Master Licensor, Site Manager or any other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever, and except as prohibited by law, agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption, asserted against LICENSOR by reason of such failure.

(c) Subject to Section 11(b) above, LICENSOR shall indemnify and hold LICENSEE harmless from any claims, demands, or causes of action for property damage or personal injuries, including any payments made under any worker's compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSOR's installation, maintenance, operation or removal of equipment that is under the exclusive control of LICENSOR, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSEE.

12. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the LICENSOR shall provide written notice to LICENSEE within thirty (30) days after such casualty of such intent to repair, rebuild, or restore, and the payments required herein shall cease as of the date of such casualty until the Licensed Premises, in LICENSOR's opinion, is restored to a usable condition for LICENSEE's operation. The restoration of the Licensed Premises must be sufficiently completed to allow LICENSEE to utilize the Licensed Premises for its designated purposes with 180 days from the date of destruction. If the Licensed Premises is not so restored within such 180 day time period, then LICENSEE's sole remedy shall be to terminate this Agreement upon written notice to LICENSOR. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. In the event of termination of this Agreement under the terms of this Section 12, the LICENSEE shall have a reasonable period of time to vacate the Licensed Premises not to exceed ninety (90) days.

13. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the conduct of its telecommunications facility, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority, and any unearned License Fee paid in advance of such termination shall be refunded by LICENSOR to LICENSEE. Sale of all or part of the Licensed Premises to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation. If any condemnation occurs within six (6) months prior to the expiration of the then current term of this Agreement, then this Agreement may be terminated by either party upon written notice to the other.

14. Insurance and Subrogation. LICENSEE shall keep in full force and effect during the Term of this Agreement, insurance coverage in accordance with the attached Exhibit "E" attached hereto.

(b) LICENSOR and LICENSEE shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Licensed Premises or its contents regardless of whether such loss or damage is caused by the negligence of LICENSOR or LICENSEE, arising out of the peril or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Agreement. The insurance policies obtained by LICENSOR and LICENSEE pursuant to this Agreement shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party.

15. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR:

Nexstar Media Inc. dba KLAS
3228 Channel 8 Drive.
Las Vegas, NV 89109
(702) 792-8848

With Copy (which will not constitute notice to:

Nexstar Media Inc.
545 E. John Carpenter Drive
Suite 700
Irving, TX 75062 Attn: General Counsel

With Copy to, SITE MANAGER:

IntelliSites Development, LLC
Attn: Todd Fuson
8822 Arroyo Azul Street
Las Vegas, NV 89131
Phone: (702) 430-8369

If to LICENSEE:

KUNV General Manager
4505 S. Maryland Parkway, Box 455007
Las Vegas, NV 89154-5007
Phone: (702) 895-0060

Billing Address:

4505 S. Maryland Parkway, Box 455007
Las Vegas, NV 89154-5007

With Copy to:

UNLV Real Estate Office
Director for Real Estate
4505 S. Maryland Parkway, Box 451027
Las Vegas, NV 89154-1027
Phone: (702) 895-0426
Fax: (702) 895-5892

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

16. Default and Cure. (a) Any one or more of the following events shall constitute a default (“**Default**”) by LICENSEE under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the LICENSEE Equipment was installed; (iii) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to LICENSEE, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to LICENSEE or LICENSEE’s debts; or (iv) the making by LICENSEE of an assignment or any other arrangement for the general benefit of creditors under any state statute.

(b) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

(c) In the event of a Default, LICENSOR shall be entitled at LICENSOR’s option to terminate this Agreement and to remove all of LICENSEE’s Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE’s cost and expense. In the event that LICENSOR should, as a result of the Default in the performance by LICENSEE of its obligations hereunder, incur any costs or expenses on behalf of LICENSEE or in connection with LICENSEE’s obligations hereunder, such sums shall be immediately due to LICENSOR upon rendering of an invoice to LICENSEE as an additional fee hereunder.

(d) At any time or from time to time after the removal of the LICENSEE’s property from the Licensed Premises pursuant to Subsection 16 (b) above, whether or not the current term of this Agreement shall have been terminated, LICENSOR may (but shall be under no obligation to) re-license LICENSEE’s former space at the Licensed Premises, or any part thereof, for the account of the LICENSOR, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as LICENSOR, in LICENSOR’s absolute discretion, may determine, and may collect and receive payments therefrom. LICENSOR shall not be responsible or liable for any failure to re-license LICENSEE’s former space at the Licensed Premises or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(e) No Default pursuant to this Section 16, by operation of law or otherwise (except as expressly provided herein), no removal of LICENSEE’s property from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE’s former space at the Licensed Premises shall relieve LICENSEE of LICENSEE’s obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon LICENSEE’s removal from the Licensed Premises pursuant to

this Section 16, LICENSEE shall nonetheless remain liable for all License Fees and other payments hereunder for the remainder of the then-current term.

(f) All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

17. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, LICENSOR agrees that LICENSEE may assign this Agreement, upon prior notice to LICENSOR but without LICENSOR's consent, to (i) LICENSEE's parent; or (ii) any entity acquiring a controlling interest of LICENSEE's stock or assets, or to any party which acquires substantially all of the assets of LICENSEE; provided, however, such assignment shall not relieve LICENSEE of its obligations under this Agreement.

18. Security Deposit. Upon commencement of this Agreement, LICENSEE shall deposit with LICENSOR the sum equal to one (1) month's License Fee as a security deposit for the performance by LICENSEE of its obligations hereunder ("**Security Deposit**"). LICENSOR may use the Security Deposit, or any portion of it, to cure LICENSEE's default in the payment of rent or otherwise, to repair damage caused by LICENSEE, to clean the Licensed Premises or to compensate LICENSOR for any damage, liability, loss, cost or expense resulting from LICENSEE's acts or omissions which have not otherwise been cured by LICENSEE upon thirty (30) days written notice from LICENSOR. LICENSEE shall immediately upon demand restore the full balance of the Security Deposit by depositing with LICENSOR a sum equal to amount used to cure its default or to compensate LICENSOR, which have not otherwise been cured by LICENSEE upon thirty (30) days written notice from LICENSOR. If LICENSEE is not in default at the expiration or termination of this Agreement, LICENSOR shall return the Security Deposit to LICENSEE. LICENSEE shall not receive any interest on the Security Deposit. LICENSOR's obligations with respect to the Security Deposit are those of debtor and not a trustee; LICENSOR may commingle the Security Deposit with its general funds.

19. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("**FCC**"), the Federal Aviation Administration ("**FAA**") and the Occupational Safety and Health Administration ("**OSHA**").

20. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to antenna power output ("**RF Emissions**") standards, as well as all applicable rules and/or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF Emissions and/or safety and work standards performed on or near communication towers and antenna Licensed Premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Site.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF Emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF Emissions compliance pertaining to the Licensed Premises.

21. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with tower space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSOR shall be solely responsible for the costs associated with removing and re-installing the Equipment. LICENSOR reserves the right to erect one or more towers on the Licensed Premises. LICENSEE shall have the right to establish a temporary facility on the Licensed Premises to provide such services as LICENSEE deems necessary during any such renovation, replacement or reconstruction by LICENSOR for so long as adequate space is available and such temporary facility does not interfere with such

construction or use by the other licensees, tenants and customers on the Licensed Premises. The location of such temporary facility shall be subject to LICENSOR's approval, which shall not be unreasonably withheld or delayed.

22. Hazardous Substances. LICENSOR represents and warrants to LICENSEE that LICENSOR (a) is not presently, nor at any time in the past did LICENSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Site (including, without limitation, the Licensed Premises, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "**Hazardous Substance**" and collectively, "**Hazardous Substances**") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "**Environmental Laws**"). LICENSOR and LICENSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Site or the Licensed Premises in violation of any Environmental Law. LICENSOR shall indemnify, defend, and hold harmless LICENSEE and the LICENSEE, and LICENSEE, subject to NRS 41, shall indemnify, defend, and hold harmless LICENSOR, from and against any and all claims arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this Section 22, except for claims arising in whole or in any part out of the indemnified party's use or occupancy of the Site or the Licensed Premises. The indemnification provisions set forth in this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall not be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the State of Nevada, without regard to the choice of law rules thereof, and any and all disputes arising out of or in connection with the Agreement shall be litigated only in a court of competent jurisdiction in the County of Clark, State of Nevada. (h) If any term of this 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. (i) This license may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (j) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this license. (k) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

24. Appropriations. In the event LICENSEE is unable, at the end of LICENSEE's fiscal year, to obtain an appropriation of funds for payment of all sums due under this Agreement, then LICENSEE shall have the right and option to terminate this Agreement by delivering sixty (60) day written notice to LICENSOR. Once LICENSEE properly and timely exercises its option to terminate, LICENSEE shall continue to perform obligations under the Agreement through the effective termination date. LICENSEE will provide LICENSOR with written documentation demonstrating LICENSEE's inability to obtain appropriation of funds sufficient for the payment of all sums due under the Agreement.

25. Confidentiality. Neither LICENSOR nor LICENSEE shall use the other's name, service mark, or trademark in any public announcement or advertisement without the prior written consent of the other, which may be withheld in their sole and absolute discretion.

[SIGNATURE PAGE FOLLOWS.]

This Agreement is executed as of the Effective Date.

LICENSOR: **NEXSTAR MEDIA INC.**

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE: **THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY
OF NEVADA, LAS VEGAS**

RECOMMENDED BY:

By: _____

Name: Jean Vock

Title: Senior Vice President for Finance and Business
University of Nevada, Las Vegas

Date: _____

By: _____

Name: Keith E. Whitfield

Title: President, University of Nevada, Las Vegas

Date: _____

APPROVED BY:

By: _____

Name: Dale A.R. Erquiaga

Title: Chancellor, Nevada System of Higher Education

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: Elda Luna Sidhu

Title: General Counsel, University of Nevada, Las Vegas

Date: _____

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT "A," (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT "A," OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.

EXHIBIT B

The Site

Site Name: **Arden**

The Site consists of the telecommunications tower and equipment shelter located in Clark County, Nevada at:

Black Mountain Arden – Henderson, NV

The geodetic coordinates of the Site are:

North Latitude: 35° - 56' - 45.17"

West Longitude: 115° - 02' - 38.42"

EXHIBIT C

Licensed Premises¹

¹ The parties agree that this Exhibit “C” will be replaced with a new Exhibit “C” which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the “AS-BUILT” drawings have been completed.

EXHIBIT D

INSTALLATION AND MAINTENANCE STANDARDS

Purpose:

The purpose of these Installation and Maintenance Standards (“Standards”) is to ensure that the installation of all LICENSEE electronics equipment in LICENSOR tower sites meets or exceeds established Electronics Industry Association (“EIA”) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the LICENSE Agreement and attached exhibits.
- All 929/931 MHz PCP/RCC paging licensees are **REQUIRED** to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE or their representatives will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or Licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer’s installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee RF equipment, other associated licensee equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. The LICENSOR will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, the LICENSOR shall be contacted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliax® Low Density Foam (“LDF”) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.

- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building “halo” ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided “halo” ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided “halo” ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. LICENSEE is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the LICENSEE’s name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via LICENSOR provided “unistrut” waveguide supports and using LICENSEE provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above LICENSEE’s equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to LICENSEE’s equipment shall be by “Superflex”® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to LICENSEE’s equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical wall outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE’s equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead “halo” ground buss. Termination to equipment to be via lug bolt. Termination to “halo” ground buss to be by split bolt or by “micropress” pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Identification:

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the LICENSEE's Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

Equipment Maintenance:

- LICENSEE shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steplejacks, licensed electricians and contractors previously approved by LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. **Any problems encountered should be reported to LICENSOR or the Site Manager during normal business hours at (702) 430-8369 or after hours to the Emergency Telephone Number at (702) 339-8689.**

Removal of Installed Equipment:

- Any or all removal of LICENSEE's equipment shall be performed by certified electronics technicians, steplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

Additional Fees:

- Any work not performed or performed incorrectly by LICENSEE may be corrected in a timely manner by LICENSEE at its sole cost and expense after notification by LICENSOR.
- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the LICENSEE for all costs associated with that action.

EXHIBIT E
INSURANCE

- A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:
- a. 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 per accident/occurrence, or in accordance with all applicable state, federal, and maritime laws.
 - b. Commercial General Liability Insurance (Bodily Injury and Tower Site Damage), the limits of liability which shall not be less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- B. LICENSEE participates in the self-insurance program of the State of Nevada and will provide a statement of participation upon request. LICENSEE agrees, during the term of this Agreement, to maintain and participate in the self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement. Additionally, LICENSEE shall maintain in full force during the term of this Agreement the following insurance:
- a. Worker's Compensation Insurance with statutory limits in accordance with applicable state laws, and Employers' Liability Insurance in accordance with all applicable state laws.
- C. LICENSEE shall cause all contractors or subcontractors performing Work on the Licensed Premises prior to the commencement of any such Work on behalf of LICENSEE to maintain in full force during the term of this Agreement the following insurance:
- a. 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.
 - b. 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.
- D. The insurance requirements will respond to the same extent as if an insurance policy had been provided naming LICENSOR and Site Manager as additional insured with waivers of subrogation.