

TOWER ATTACHMENT LICENSE AGREEMENT
(SpectraSite Site Number CA-5124)

THIS TOWER ATTACHMENT LICENSE AGREEMENT ("*License*") is made effective as of the latter signature date hereof (the "*Execution Date*") and is between SpectraSite and User.

WHEREAS, SpectraSite desires to license to User, and User desires to license from SpectraSite, (i) certain space on a wireless tower owned and/or operated by SpectraSite, upon which User intends to affix certain of User's telecommunications antennas and related and ancillary equipment; and (ii) certain ground space upon real property owned, leased, subleased or controlled by SpectraSite, upon which User intends to install other related telecommunications equipment and devices.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SpectraSite and User hereby agree as follows:

1. *Business Terms*. For the purposes of this License, the following capitalized terms shall have the meanings set forth in this paragraph 1.

a. *SpectraSite*: Tower Asset Sub, Inc., a Delaware corporation.

b. *SpectraSite's Notice Address*: SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, NC 27511
Attention: Tower Operations

with a copy to: SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, NC 27511
Attention: Legal Department - SpectraSite Leasing

c. *SpectraSite's Payment Address*: SpectraSite Communications, Inc.
PO Box 751760
Charlotte, NC 28275-1760

d. *User*: Volonet Technologies, Inc., a Delaware corporation d/b/a Redwire Broadband

e. *User's Notice Address*: Redwire Broadband
5771 Copley Drive, #100
San Diego, California 92111

f. *User's Billing Address*: Redwire Broadband
5771 Copley Drive, #100
San Diego, California 92111
Federal Tax ID#: _____

g. *Base Fee*: The monthly amount of \$600.00, increased each year on the anniversary of each License Year by an amount equal to 3% over the Base Fee payable for the immediately preceding License Year.

SpectraSite's Site Name/No.: Murphy Canyon CA-5124
SpectraSite's CAP ID No.: 18142
User's Site Name/No.: Komey Mesa _____

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- h. *Connection Fee:* N/A
- i. *Ground Space:* A 6.25 square foot portion of the Property (as defined in paragraph 2(g) hereof) as shown on page 1 of Exhibit A-1. *Sublease Commenced: 10-3-03*
Rent Commenced: 12-2-03
- j. *Initial Term:* Five (5) year(s), commencing on the Site Commencement Date (as defined in paragraph 1(o) hereof) and continuing until midnight on the last day of the calendar month in which the fifth anniversary of the Site Commencement Date occurs, provided however, if the Site Commencement Date occurs on the 1st day of a calendar month, then the Initial Term shall continue until midnight of the day immediately prior to the fifth anniversary of the Site Commencement Date.
- k. *Prime Lease:* That certain Standard Lease Agreement for the Property entered into between Nextel Communications, Inc., a Delaware corporation as predecessor-in-interest to SpectraSite and Albert E. Trepte and Celeste A. Trepte, co-trustees of the Albert E. Trepte Family Trust, dated December 22, 1975 ("*Prime Landlord*") dated July 8, 1994 as predecessor-in-interest to User.
- l. *Renewal Terms:* Subject to paragraph 5(b) hereof, Four (4) period(s) of Five (5) year(s), commencing upon the expiration of the Initial Term.
- m. *Reimbursement Payments:*
- (i) Consent: N/A
 - (ii) Additional Land: N/A
 - (iii) Revenue Share: N/A
- n. *Security Deposit:* \$700.00 (if applicable, see paragraph 6(f) hereof).
- o. *Site Commencement Date:* Earlier of (i) the date User commences the installation of its Equipment on the Site or (ii) 60 days from the Execution Date, subject to further adjustment as set forth in paragraph 5(c) hereof.
- p. *Tower Space:* Centerline height of 120 feet above ground level as shown on page 2 of Exhibit A-1.
- q. *Improvements by User:* User shall be entitled to install additional antennas for a fee of \$150.00 per antenna, however, any changes or improvements to User's Equipment must be in accordance with Paragraph 9 of this License.

2. *Select Definitions:* For the purposes of this License, the following capitalized terms shall have the meanings set forth in this paragraph 2.

- a. *Equipment:* User's telecommunications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by User as described on User's equipment schedule attached hereto as Exhibit C (the "*Equipment Schedule*"), which equipment User anticipates shall be located by User at the Site (as defined

in paragraph 2(d)). The Equipment Schedule is an abstract of the Collocation Application submitted by User for this Site.

b. *License Year:* Each 12 consecutive calendar month period, provided that the first License Year shall commence on the Site Commencement Date and expire on the last day of the calendar month in which the first anniversary of the Site Commencement Date occurs unless the Site Commencement Date occurs on the first day of a calendar month, in which case, the first License Year shall expire on the day immediately preceding the first anniversary of the Site Commencement Date.

c. *Authorization to Proceed:* Written notice from SpectraSite to User acknowledging that all required documentation for the construction and installation of User's Equipment has been received and approved by SpectraSite, a pre-construction meeting between User and SpectraSite has occurred and User is authorized to commence its installation of the Equipment at the Property.

d. *Site:* Collectively, Tower Space and Ground Space.

e. *SpectraSite's E-Mail Address:* collocation@spectrasite.com

f. *Term:* Initial Term and each Renewal Term which is effected pursuant to paragraph 5(b) hereof.

g. *Tower:* A wireless tower, owned, leased or licensed by SpectraSite which is located on certain real property ("*Property*") owned, leased, subleased, licensed or managed by SpectraSite more particularly described in Exhibit A attached hereto.

3. *Site.* Subject to the other terms of this License, SpectraSite hereby grants User a license to install, maintain, operate and remove User's Equipment on the Tower, including User's antennas at the Tower Space, and on the Ground Space, including User's equipment cabinet or compound, base radios and related devices. In no event shall User's license as granted herein include rights to use in any fashion the air space above User's Equipment or shelter that is situated on the Ground Space, and SpectraSite reserves the right to install, construct and/or operate additional improvements or equipment of SpectraSite or others above such Equipment or shelter, provided that such additional improvements or equipment do not materially and adversely interfere with the access to and operation of User's Equipment. Subject to limitations contained in the Prime Lease, SpectraSite also grants User a right of access to the Site 24 hours per day, 7 days per week during the Term and a designated location for the installation of User's utilities over that real property described in Exhibit B attached hereto (collectively, "*Easement*").

4. *Usg.* User may use the Site only for the receipt and transmission of wireless communications signals (such transmission and reception to be solely within the spectrum shown on User's Collocation Application and, if applicable, licensed to User by the Federal Communications Commission ("*FCC*"). The use granted User by this License shall be non-exclusive and limited in strict accordance with the terms of this License. The parties acknowledge and agree that User's Equipment at this Site shall be solely for its own use and under no circumstances shall such use be shared with, or such Equipment otherwise be used by or for the benefit of (whether directly or indirectly) any other person or entity, including, any other person or entity with which User or any other person or entity referred to herein has a marketing, management, joint venture infrastructure-sharing or other contractual arrangement, except for a direct or indirect owner of all of the equity or other interests in User or an entity wholly owned by User. The Equipment shall be utilized by User solely for services to be provided to User's End Users.

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User's Site Name/No.: Kemeey Mesa

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For the purposes hereof, "End Users" means any person or entity that subscribes to User's services and does not resell such services to, or otherwise make such service available to, others and persons or entities that subscribe to services provided by other telecommunications carriers in accordance with industry standard roaming agreements and that do not market their telecommunications products or services in the MTA or BTA in which the Property is located. SpectraSite shall have the right to continue to occupy the Property and to grant rights to others for the Property and the Tower in its sole discretion. User shall have no property rights or interest in the Property, Site or the Easement by virtue of this License. This License shall also be subject to the terms and continued existence of the Prime Lease. User hereby acknowledges that it has received a copy of the Prime Lease as it currently exists, subject to redaction of the financial and confidential terms thereof. User covenants that it shall not commit or cause any act or omission which would result in a default or breach of the Prime Lease by SpectraSite. Notwithstanding anything contained in this License to the contrary, if the Prime Lease expires or is terminated for any reason, this License shall terminate on the effective date of such termination of the Prime Lease and SpectraSite shall have no liability to User as a result of the termination of this License. SpectraSite is under no obligation to extend the term of or renew the Prime Lease. SpectraSite shall give User written notice of such termination or expiration of the License as a result of the termination or expiration of the Prime Lease as soon as practicable.

5. Term.

(a) Initial Term: The Initial Term shall be as set forth in paragraph 1(j).

(b) Renewal Terms: User shall have the option of extending the term of this License for each of the Renewal Terms provided that at the time of each such renewal, (i) the Prime Lease remains in effect and has not expired or been terminated, (ii) User is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by User hereunder and (iii) the original User identified in paragraph 1(d) of this License has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder except to, if at all, a Permitted Affiliate (as defined in paragraph 29 hereof). Provided that the foregoing conditions are satisfied, this License shall automatically renew for each successive Renewal Term unless User notifies SpectraSite of User's intention not to renew this License at least 6 months prior to the end of the then existing term.

(c) Confirmation of Commencement Date. Within 5 business days of User's commencement of the installation of its Equipment on the Site, User shall provide SpectraSite written notice of the date User commenced installation of its Equipment on the Site in the form of Exhibit D attached hereto (the "Notice of Commencement"). Notwithstanding the foregoing, if SpectraSite has not received the Notice of Commencement within 30 days following the date the Authorization to Proceed is issued by SpectraSite to User, then the Site Commencement Date shall be conclusively deemed to have occurred on the earlier of (i) the 7th day following the date of the Authorization to Proceed or (ii) 60 days from the Execution Date.

(d) Holdover Term. If User continues to operate the Equipment at the expiration of the Term without a written agreement, such operation shall be deemed to extend the terms of this License on a month-to-month basis under the same terms and conditions hereof except that (i) a monthly Base Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount of 150% of the monthly portion of the Base Fee in effect for the last month of the later of the Initial Term or the most recent Renewal Term ("Holdover Fee") as well as monthly payments of any Reimbursement Payments applicable during such extended term and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either SpectraSite or User to the

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User's Site Name/No.: Kenway Mesa/ ...

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other; provided, however, nothing contained herein shall grant User the unilateral right to extend the term of this License after the expiration of the Term. In addition to the Base Fee and Reimbursement Payments payable to SpectraSite in the event of an extension under this paragraph 5(d), User agrees to indemnify and hold SpectraSite harmless from all losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or in connection with the extension, the operation of the Equipment at the Site and User's failure to perform all of its obligations under this License at the termination or earlier expiration of this License.

6. Consideration.

(a) Base Fee. From and after the Site Commencement Date during the Term, User shall pay to SpectraSite Communications, Inc., as agent or manager for SpectraSite (or to such other party as SpectraSite may, from time to time designate in writing) the Base Fee on or before the Site Commencement Date and annually thereafter on or before the anniversary of each License Year, unless the time of such payment is otherwise set forth in paragraph 1(g). If the Site Commencement Date occurs on a date other than the first day of a calendar month, the first payment of Base Fee and any other sums payable by reference to an annual amount for the first License Year of the Initial Term shall be prorated from the Site Commencement Date through the last day of the first License Year. The Base Fee and any other sums payable to SpectraSite shall be due without set-off, notice, counterclaim or demand from SpectraSite to User. Any Base Fee or other sum not received by SpectraSite within 15 days of the date when it is due shall be subject to a late charge of 5% of the amount which is overdue to compensate SpectraSite for the estimated additional administrative expense incurred as a result of such late payment.

(b) Taxes. If at any time during the Term, a tax or excise on the Base Fee or any other sum payable to SpectraSite, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax) is levied or assessed against SpectraSite by any lawful taxing authority on account of SpectraSite's interest in this License or the Base Fee or other charges reserved or paid hereunder, in addition to the general taxes described herein, User agrees to pay to SpectraSite the amount of such tax or excise, upon demand and such payment shall be in addition to the Base Fee and other charges prescribed in this License. If such tax or excise is levied or assessed directly against User, then User shall pay the same at such times and in such manner as the taxing authority shall require.

(c) Payment Address. Any Base Fee or other payment made by User shall contain or include a notation of the SpectraSite Site Number set forth on the first page hereof and shall be transmitted to SpectraSite at SpectraSite's Payment Address or to such other address or place as SpectraSite may designate in writing from time to time.

(d) Reimbursement Payment. One or more of the following payments which shall be due and payable and subject to escalation as described in paragraph 1(m): (i) Consent - consideration granted to Prime Landlord to obtain consent; (ii) Additional Land - consideration for acquisition of additional land sufficient to accommodate User's Equipment on the Property by way of an option to amend or an amendment to the Prime Lease or entering into a lease or license with a third party; and (iii) Revenue Share - if required pursuant to the Prime Lease, a sharing by SpectraSite of a portion of its revenue from this License with the Prime Landlord from the leasing, subleasing, licensing or sublicensing of the Property and/or Easement. Upon request by User, SpectraSite shall provide supporting documentation evidencing the consideration paid or to be paid which necessitates the Reimbursement Payment. Any Reimbursement Payment made by User to SpectraSite is a reimbursement to SpectraSite of costs associated with this License and shall be due without set-off, notice, or demand from SpectraSite to User and shall otherwise be paid in the same manner and at the same time as the Base Fee. The

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Reimbursement Payment shall not be deemed an addition to the Base Fee for purposes of determining any revenue share obligations owing to the Prime Landlord by virtue of this License.

(e) Security Deposit. As additional security for the full and prompt performance by User of the terms and covenants of this License, User has deposited the Security Deposit with SpectraSite, which Security Deposit shall not constitute Base Fee or Reimbursement Payment for any period and shall not constitute a prepayment of all or a portion of Base Fee. If User fails at any time to perform its obligations under this License, SpectraSite may, at its option, apply the Security Deposit, or so much thereof as is required to cure the Default by User (as defined in paragraph 23). The use, application, or retention of all or any part of the Security Deposit shall not prevent SpectraSite from exercising any other right or remedy provided for hereunder or at law or in equity upon a Default by User and shall not operate as a limitation on any recovery to which SpectraSite may otherwise be entitled. User shall, upon demand, restore any portion of the Security Deposit which may be applied by SpectraSite to cure any Default by User hereunder. Within thirty (30) days of the expiration of this License and the full performance of all of User's obligations hereunder (which includes, but is not limited to, User's removal of its Equipment and withdrawal from the Site), the balance of the Security Deposit shall be returned without interest to User at User's last known address. Until returned to User, to the maximum extent permitted by law, the Security Deposit may be commingled with other funds of SpectraSite, shall remain the property of SpectraSite, and may accrue or earn interest for the sole benefit of SpectraSite.

7. Condition Precedent. User's obligation to perform under this License shall be subject to and conditioned upon User securing required approvals for User's intended use of the Site from the FCC, the Federal Aviation Administration ("FAA") and any other federal, state or local regulatory authority having jurisdiction over User's permitted use of the Site (collectively, "Approvals"). User shall exercise diligent commercially reasonable good faith efforts to secure all such Approvals. If User is unable to obtain such Approvals prior to the Site Commencement Date, TIME BEING OF THE ESSENCE, User shall have the right to terminate this License by giving SpectraSite written notice thereof with the Approvals User failed to obtain specified. User's failure to provide timely notice of termination under this paragraph 7 shall be deemed a conclusive waiver of User's right to terminate this License under this paragraph 7. If User terminates this License under this paragraph 7, this License shall terminate as of the date SpectraSite receives such notice from User and neither SpectraSite nor User shall have any further obligation under this License except for any indemnity obligations herein and User's obligation under paragraph 9(c) to remove its Equipment from the Property.

8. Warranty of Title; Subordination. SpectraSite warrants that (i) SpectraSite owns, leases, subleases, licenses, sublicenses or manages the Property and operates the Tower; and (ii) SpectraSite has full right to make and perform the obligations imposed upon it pursuant to this License subject to the terms of the Prime Lease. This License is and shall be subject to (i) all mortgages, deeds of trust, and similar security documents which may now or hereafter constitute a lien upon the Site; (ii) the Prime Lease and any other underlying leases of the Property or any portion thereof, and (iii) all mortgages, deeds of trust and similar security documents that may now or hereafter exist encumbering the Property or any portion thereof, and in each case, to all renewals, modifications, consolidations, replacements and extensions thereof. Within 15 days after request by SpectraSite, User shall execute a subordination, non-disturbance and attornment agreement reasonably requested by a mortgagee or beneficiary of a mortgage, deed of trust, or similar security document on SpectraSite's or such mortgagee's or beneficiary's then standard recordable form, acknowledging User's subordination to such mortgagee's or beneficiary's encumbrance of the Site or the Property or any portion thereof, in exchange for non-disturbance by such mortgagee, beneficiary, or purchaser and attornment to such mortgagee, beneficiary, or purchaser as contemplated above.

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User's Site Name/No.: Kurney Mesa/

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9. Improvements by User.

(a) Installation, Approved Vendors and Construction Plans. Prior to the commencement of any construction or installation on the Site, User shall furnish for review and approval by SpectraSite, which approval shall not be unreasonably withheld, plans and specifications for such construction or installation. User shall not commence the construction or installation on the Site until such time as User has received written approval from SpectraSite. User shall not infer nor shall such approval by SpectraSite constitute a representation by SpectraSite that such construction or installation or the plans and specifications therefor are in compliance with federal, state or local laws, ordinances, rules or regulations or that such installation shall not cause impermissible or unlawful interference. User shall use a SpectraSite approved vendor for the installation of User's Equipment on the Site and any other modification of any type to the Property or the Easement, and User shall be solely responsible for and shall indemnify SpectraSite from all costs and expenses associated with these materials and services. User shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Site. Copies of the building permit(s) issued to User shall be provided to SpectraSite. User acknowledges that any Site inspection performed by SpectraSite of User's installation is for the sole purpose and benefit of SpectraSite and its affiliates, and User shall not infer from or rely on any inspection by SpectraSite as assuring that User's installation complies with any applicable federal, state or local laws, ordinances, rules and regulations, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference. User shall be responsible for paying in advance to SpectraSite the cost of any structural enhancements to be made to the Tower or other improvements to be made to the Site and the Easement to accommodate User or User's Equipment. Such structural enhancements or other improvements shall become part of SpectraSite's Tower and the property of SpectraSite.

(b) Structural Analysis and RF Analysis. Prior to the commencement of any initial or subsequent construction or installation on the Tower by or for the benefit of User, SpectraSite shall conduct or cause to be conducted, at its sole option and at User's sole cost and expense, a structural analysis and wind load analysis of the Tower, which includes any existing loads (as well as the loads that prior users have the right to place on the Tower) and the load of User's antennas, cabling and appurtenances (the "Structural Analysis"). User shall provide a purchase order to SpectraSite for such Structural Analysis and shall reimburse SpectraSite within 30 days of SpectraSite's delivery to User of the Structural Analysis and a written invoice for same. Prior to the commencement of any initial or subsequent construction or installation on the Site and/or the modification of User's radio frequencies propagated from the Site, SpectraSite shall conduct or cause to be conducted, at its sole option and User's sole cost and expense, a radio frequency interference analysis ("RF Analysis") of the Equipment with all other equipment which is on the Tower as of the date of receipt by SpectraSite of User's Collocation Application. User shall provide a purchase order to SpectraSite for the RF Analysis and shall reimburse SpectraSite within 30 days of SpectraSite's delivery to User of the RF Analysis and a written invoice for same. User shall not be required to conduct a RF Analysis if User is replacing Equipment that is the same make and model as previously installed and utilizing the same radio frequency.

(c) Equipment: Relocation, Reconfiguration. SpectraSite hereby grants User reasonable access to the Tower and the Site for the purpose of installing and maintaining the Equipment and its appurtenances. Except as otherwise provided, User shall be responsible for all site work to be done on the Site or the Easement pursuant to this License. User shall provide all materials and shall pay for all

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labor for the construction, installation, operation, maintenance and repair of the Equipment. User shall identify the Equipment as User's with permanently marked, weatherproof tags fastened securely to its bracket on the Tower and to each line of coax. User shall not construct, install or operate any equipment or improvements on the Site other than those which are described on its Equipment Schedule, alter the radio frequency described on its Equipment Schedule, or alter the operation of the Equipment. The Equipment shall remain User's exclusive personal property throughout the term of this License. User shall have the right to remove all Equipment at User's sole expense on or before the expiration or earlier termination of the License provided User repairs any damage to the Property or the Tower caused by such removal. If User fails to timely pay the Holdover Fee and/or does not remove its Equipment within 30 days after the expiration or termination of this License, (i) the Equipment shall be deemed conclusively and absolutely abandoned by User and anyone claiming by, through, or under User except for Hazardous Materials (defined in paragraph 19) and waste and Equipment containing Hazardous Materials and waste, which must be removed by User from the Site prior to the expiration or earlier termination of this License; and (ii) SpectraSite shall have the right to remove the Equipment at User's sole expense and dispose of such Equipment in any manner SpectraSite so elects, and User shall reimburse SpectraSite for its expenses upon demand without off-set.

(d) Compliance with Governmental Rules. (i) All work performed by User or User's employees, contractors or agents shall be in a good and workmanlike manner. SpectraSite shall be entitled to require strict compliance with the plans and specifications approved by SpectraSite pursuant to paragraph 9(a), including specifications for the grounding of the Equipment. User shall construct, install and operate all Equipment in connection with this License in compliance with all applicable statutes, laws, codes, rules and regulations of the FCC, FAA and any other federal agency and all applicable statutes, laws, codes, rules and regulations of any city, county, and state having jurisdiction. SpectraSite assumes no responsibility for the licensing, operation or maintenance of the Equipment. User covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by SpectraSite or existing users on the Tower. Upon request by SpectraSite, User shall, within thirty (30) days unless otherwise required by the Environmental Protection Agency ("EPA"), provide SpectraSite with the number of batteries, battery model numbers, battery manufacturers, the number of cells in each battery and the amount of sulfuric acid in User's batteries on the Site in order for SpectraSite or, if the Property is leased or licensed by SpectraSite, the Prime Landlord, to file such information with the EPA and any state and local authorities as required by applicable law. Further, within thirty (30) days of User's receipt of a written request from SpectraSite, User will provide SpectraSite with any other information and copies of documents relating to the Equipment located on the Site which SpectraSite or Prime Landlord may be required to file with the FCC, EPA or any other governmental agencies.

(e) Post-Construction Drawings. Unless such construction or installation is conducted by SpectraSite, User shall, within 30 days following the installation of its Equipment, provide SpectraSite with post-construction drawings in accordance with SpectraSite's standard specifications for the installation of the Equipment (which specifications are subject to change from time to time), satisfactory to SpectraSite and verifying the antenna Rad centers. If User fails to provide such drawings within said time period, then SpectraSite may procure such drawings and User shall reimburse SpectraSite for SpectraSite's actual costs related thereto plus 15% within 30 days of SpectraSite's delivery to User of a written invoice for such costs.

(f) Completion of Installation. Within 30 days following the completion of installation of the Equipment on the Site, User shall dispose of any remaining construction material brought onto the Site by User and/or its employees, agents, consultants or contractors. If User fails to dispose of the

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remaining construction material from the Site within such time period, SpectraSite shall remove said material and User shall reimburse SpectraSite for SpectraSite's actual costs related thereto plus 15% within 30 days of SpectraSite's delivery to User of a written invoice for same.

10. Utilities. All utility services installed on the Site for the use or benefit of User shall be made at the sole cost and expense of User and shall be separately metered from SpectraSite's utilities. User shall be solely responsible for extending utilities to the Site necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by User. User shall pay the cost of all utility service necessary, including the Connection Fee, if applicable, to install, maintain and operate the Equipment. User shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Equipment set forth herein.

11. Taxes. User shall be responsible for the reporting and payment when due of any tax directly related to User's ownership, control or operation of the Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Except as provided immediately hereinafter, SpectraSite shall pay all real property taxes SpectraSite is obligated to pay under the Prime Lease. User shall reimburse SpectraSite for any increases in real property taxes which are assessed as a direct result of User's improvements to or Equipment located on the Site within 30 days of SpectraSite's request for such reimbursement. Upon User's request, SpectraSite shall provide to User copies of the documentation from the taxing authority, reasonably acceptable to User, indicating the increase is due to User's improvements or Equipment.

12. Interference. User agrees to install equipment of types and radio frequencies which will not cause interference with communications operations being conducted from the Property or the Tower by SpectraSite or other occupants of the Property or the Tower which are in place as of the Site Commencement Date (including permitted modifications to the communications operations of third parties who, by the terms of pre-existing agreements have the right to modify their communication operations), which occupants are entitled to interference protection under FCC rules and regulations. User also covenants that the Equipment installed by User shall comply with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, those regulations promulgated by the FCC. In the event that the Tower is fitted with detuning apparatus, User shall implement any measures necessary to eliminate any interference with, or disturbance to any AM radio station's signal pattern that is caused by the operation of User's Equipment or any modification of the Tower to accommodate User's Equipment on the Tower so as to ensure that the Tower remains in compliance. If the Equipment causes such interference, User will take any steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within 48 hours after receipt by User of notice from SpectraSite describing the existence of the interference, User shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within 15 days after receipt by User of such prior written notice from SpectraSite of the existence of interference, this License shall then terminate without further obligation on either party except as may be specifically enumerated herein and User agrees to then remove the Equipment from the Site. SpectraSite shall impose upon future users a duty to refrain from interfering with User which is similar to that set forth herein.

13. Maintenance and Repairs.

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SpectraSite's CAI ID No.: 16142
User's Site Name/No.: Kersey Mesa

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(a) User. User shall perform all repairs necessary or appropriate to maintain the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and working condition, reasonable wear and tear excepted. Damage to the Equipment resulting from the acts or omissions of SpectraSite shall be repaired by SpectraSite at SpectraSite's cost and expense.

(b) SpectraSite. SpectraSite, at SpectraSite's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto to the extent required to be maintained by SpectraSite pursuant to the Prime Lease, in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of SpectraSite or others located on the Property or the Tower, which results from the acts or omissions of User shall be repaired by User at User's cost and expense, or at the option of SpectraSite and with prior written notice to User, User shall reimburse SpectraSite for the actual costs incurred by SpectraSite in repairing such damage or replacing such equipment or improvements.

14. Tower Marking and Lighting Requirements. SpectraSite shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower, provided that if the requirement for compliance results from the presence of the Equipment on the Tower, User shall pay the costs and expenses therefor (including any lighting automated alarm system so required). User has the responsibility of carrying out the terms of User's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on User are in excess of those required of SpectraSite.

15. Mechanics' Liens. User shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Property or any part thereof. SpectraSite shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect SpectraSite against liability for all such liens and encumbrances. User shall give SpectraSite written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Site. SpectraSite shall assume no liability for the payment for materials or labor which accrue in the installation or maintenance of User's improvements upon the Site and no mechanics' or materialmen's lien for User's improvements shall attach to the interest of SpectraSite in the Site.

16. Indemnification. SpectraSite and User each indemnifies the other against and holds 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 Site by the indemnifying party. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing indemnity, except for its own acts of gross negligence or intentional misconduct, SpectraSite will have no liability for (i) personal injury or death, (ii) loss of revenue sustained by User, (iii) imperfect communications operations experienced by User for any reason, or (iv) acts of third parties, including but not limited to other licensees, subtenants, contractors or subcontractors of SpectraSite.

17. Financing Agreement. User may, upon written notice to SpectraSite, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend to, affect or encumber in any way the interests or property of SpectraSite.

18. Disclaimer of Warranties. SPECTRASITE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE SITE OR THE TOWER. USER HEREBY ACCEPTS THE SITE "AS IS, WHERE IS, WITH ALL FAULTS."

19. Environmental Indemnification.

(a) User. User, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless SpectraSite from and against any and all environmental damages, caused by activities conducted on the Site by User, and (i) arising from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous Materials") upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of its or its contractors, subcontractors, employees and agents violation of any environmental requirements pertaining to the Site and any of their activities thereon. User covenants that it shall not nor shall User allow its employees, agents or independent contractors to use, treat, store or dispose of any Hazardous Materials on the Site or the Property.

(b) SpectraSite. SpectraSite, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless User from and against any and all environmental damages arising from (i) the presence of Hazardous Materials upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Site and any activities thereon, either of which conditions came into existence prior to the execution of this License and are solely attributable to activities conducted on the Property by SpectraSite.

(c) Survivorship. The provisions of this paragraph 19 shall expressly survive any termination or expiration of this License.

20. Insurance.

(a) User shall obtain and maintain at User's own cost and expense, and User shall cause all of its contractors and subcontractors who perform work at the Property to obtain and maintain, during the Term and until all Equipment is removed from the Property, the following insurance:

- (i) Special Form Causes of Loss with Replacement Value coverage of User's Equipment and personal property located on the Property;
- (ii) Commercial general liability insurance providing occurrence form coverage for operations and for contractual liability with respect to liability assumed by User hereunder. Such insurance shall include a designated location general aggregate limit endorsement equivalent to ISO for CG 25 04. This limits of coverage for such insurance shall not be less than \$1,000,000 with a combined limited for bodily injury and/or property damage for any one occurrence and \$2,000,000 in the aggregate;
- (iii) Workers compensation insurance at statutory limits in accordance with applicable state law and employer liability'

- (iv) Employer liability insurance with limits of \$500,000 each employee/accident;
- (v) Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned, hired and rented vehicles with limits of coverage of not less than a combined single limit of \$1,000,000 or not less than \$500,000 per occurrence for property damage;
- (vi) Excess liability insurance in the umbrella form with a combined single limit of \$3,000,000.

(b) User and User's contractors and subcontractors shall cause SpectraSite and its parent entity, subsidiaries and affiliates, to be included as additional insureds, by endorsement (equivalent to ISO form CG 20 10 11 85) or otherwise, under all insurance policies, except workers compensation, with respect to the coverages listed in paragraph 20(a) above. User and User's contractors and subcontractors shall furthermore cause a waiver of subrogation in favor of SpectraSite and its parent entity, subsidiaries and affiliates to be included, by endorsement (equivalent to ISO form CG 24 04 10 93 for commercial general liability and NCCI form WC 00 03 13 for workers compensation) or otherwise, within all insurance policies with respect to the coverages listed in paragraph 20(a) above.

(c) User and User's contractors and subcontractors shall provide certificates of insurance to SpectraSite evidencing coverage with respect to all insurance requirements provided for in paragraphs 20(a) and 20(b) above. The certificates of insurance shall also recite the following:

"SpectraSite Communications, Inc. and its parent entity, subsidiaries and affiliates have been named and are included as additional insureds, by endorsement or otherwise, with regard to all listed insurance policies, except workers compensation. All listed insurance policies include, by endorsement or otherwise, a waiver of subrogation in favor of SpectraSite Communications, Inc. and its parent entity, subsidiaries and affiliates.

Reference: SpectraSite Tower Identification Number CA-5124."

All certificates of insurance shall state that the policy may not be materially changed, cancelable or subject to reduction of coverage until 30 days' written notice is provided to SpectraSite. A certificate of such insurance, together with such endorsement as to prior written notice of termination, cancellation or decrease, shall be delivered to SpectraSite within 30 days from the execution of this License and before the expiration of any term of such insurance from an insurance company with a Best's Key Rating Guide rating of A, FSC VII or better and authorized to do business in the state in which the Property is located.

(d) SpectraSite agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to SpectraSite and which are in amounts consistent with industry practices for the business in which SpectraSite is engaged. SpectraSite shall have the right to self-insure.

21. Subrogation.

(a) Waiver. SpectraSite and User waive all rights against each other and any of their respective consultants and contractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this License shall contain a waiver of

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User's Site Name/No.: Kerney Mow/_____

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subrogation provision under the terms of which the insurance carrier of a party waives all of such carrier's rights to proceed against the other party. User's insurance policies shall provide such waivers of subrogation by endorsement or otherwise in accordance with paragraph 20(b). The User shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) Mutual Release. Notwithstanding anything in this License to the contrary, SpectraSite and User each release the other and its respective affiliates, employees and representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Site and to the fixtures, personal property, improvements and alterations in or on the Site that are caused by or result from risks insured against under any insurance policy carried by each and required by this License, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

22. Casualty or Condemnation.

(a) Destruction. If the Tower or other portions of the improvements on the Site owned by SpectraSite are destroyed or so damaged as to materially interfere with User's use and benefits therefrom, SpectraSite or User shall be entitled to elect to cancel and terminate this License on the date of casualty of that portion of the Site and any unearned Base Fee paid in advance of such date shall be refunded by SpectraSite to User within 30 days of the termination date of this License. Notwithstanding the foregoing, SpectraSite may elect, in its sole discretion, to restore the damaged improvements, in which case User and SpectraSite shall remain bound hereby but User shall be entitled to an abatement of Base Fee during the loss of use.

(b) Condemnation. If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with User's use thereof and benefits therefrom, then this License shall cease on the part so taken on the date of possession by such authority of that part, and SpectraSite or User shall have the right to terminate this License and any unearned Base Fee paid in advance of such termination shall be refunded by SpectraSite to User within 30 days following the termination of this License. Notwithstanding the foregoing, SpectraSite may elect to rebuild the Tower on an alternate location or property owned, leased or managed by SpectraSite, in which case User and SpectraSite shall remain bound hereby but User shall be entitled to an abatement of Base Fee during the loss of use. Upon such relocation of the Tower, the Site shall be modified to include the new Tower and the property on which the new Tower is located and this License shall be amended accordingly to clarify the rights of SpectraSite and User with respect to the new Tower. User agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to SpectraSite with regard to such condemnation.

23. Default By User. The occurrence of any of the following instances shall be considered to be a default or a breach of this License by User: (i) any failure of User to pay the Base Fee, Reimbursement Payment or any other charge for which User has the responsibility of payment under this License within 10 business days of the date following written notice to User from SpectraSite, or its designee, of such delinquency, it being understood, however, that SpectraSite is obligated to provide such notice only one

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time in each calendar year, and the second instance of the failure to pay the Base Fee, Reimbursement Payment or any other charge shall be an immediate default without notice to User if not paid within 10 business days of the date when due; (ii) any failure of User to perform or observe any term, covenant, provision or conditions of this License which failure is not corrected or cured by User within 30 days of receipt by User of written notice from SpectraSite, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit User to complete a cure so long as User commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of User to abide by the interference provisions as set forth in paragraph 12; (iv) User shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against User which cannot be or is not dismissed by User within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of User's assets, or User makes an assignment for such purposes for the benefit of creditors; (v) this License or User's interest herein or User's interest in the Site are executed upon or attached; (vi) User commits or fails to perform an act which results in a default under or nonconformance with the Prime Lease by SpectraSite and the same shall not be cured within 5 business days (or such shorter time as permitted under the Prime Lease to cure) of the date following written notice to User from SpectraSite, or its designee, of such default; (vii) the imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by User or anyone claiming through User to encumber SpectraSite's interest in the Tower or the Property, and the same shall not be dismissed or otherwise removed within 10 business days of written notice from SpectraSite to User; (viii) should any representation or warranty made any guarantor of this License (each individually a "Guarantor") made to induce SpectraSite to enter into this License prove to be false, incorrect or misleading in any material respect as of the date when made; (ix) any Guarantor shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against any Guarantor which cannot be or is not dismissed by such Guarantor within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of any Guarantor's assets, or any Guarantor makes an assignment for such purposes for the benefit of creditors; (x) the death, dissolution, liquidation, merger, consolidation or reorganization of any Guarantor, or the institution of any proceeding to effect any of the foregoing; (xi) a default of any obligation by any Guarantor in favor of SpectraSite which default continues uncured beyond any applicable cure period; or (xii) the filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against any Guarantor or their property.

24. Remedies. In the event of a default or a breach of this License by User and after the User's failure to cure same within the time allowed User to cure such default, if applicable, then SpectraSite may, in addition to all other rights or remedies SpectraSite may have hereunder at law or in equity, (i) terminate this License by giving written notice to the User, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Base Fee, Reimbursement Payments and other charges or fees which would have otherwise been due SpectraSite absent a breach of the License by User, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Equipment, and/or (iii) remove the Equipment without being deemed liable for trespass or conversion and store the same at User's sole cost and expense for a period of 30 days after which the Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by User. User shall not be permitted to claim such Equipment until SpectraSite has been reimbursed for the cost of removal and storage.

25. Notices. All notices or demands by or from SpectraSite to User, or User to SpectraSite, required under this License shall be in writing and shall be mailed (United States mail post prepaid, certified with return receipt requested or by reputable overnight courier service for next business day delivery, transmit prepaid) to the other party at the addresses set forth in paragraphs 1(b) and 1(e) hereof, as applicable. Notices shall be deemed effective on the next business day after deposit with the United States mail or reputable overnight courier service.

26. Emissions. If antenna power output ("*RF Emissions*") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("*MPE*") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, User shall comply with SpectraSite's reasonable requests for modifications to User's Equipment which are reasonably necessary for SpectraSite to comply with such limits, rules, regulations, restrictions or ordinances and SpectraSite shall use commercially reasonable efforts to cause all other users of the Tower to promptly comply. If SpectraSite requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by User and all other users of the Tower within 30 days of SpectraSite's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Property do not comply with MPE limits, then User and SpectraSite, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, SpectraSite shall use commercially reasonable efforts to cause all other users of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

27. Relocation.

(a) Relocation of Tower. SpectraSite may, at its election, relocate the Tower to an alternative location or property owned or leased by SpectraSite in the vicinity of the Property and which will provide substantially the same coverage for User as the existing Site. Such relocation will (i) be at SpectraSite's sole cost, and (ii) not result in an interruption of User's communications services beyond that which is necessary to relocate User's Equipment to the new Tower. Upon such relocation, the Site covered herein shall be the new Tower and the new ground area on which the new Tower is located. At the request of either party, SpectraSite and User shall enter into an amendment to this License, to clarify the rights of SpectraSite and User to the new Tower.

(b) Relocation of Equipment, Rights of Termination, Relocation and of First Refusal.
Intentionally Omitted.

28. Entire Agreement. This License contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto and contains all representations, warranties, covenants and inducements with regard to the licensing of the Site by User. This License may be modified only by an agreement in writing executed and delivered by SpectraSite and User.

29. Successors and Assigns. This License shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of SpectraSite and User. User may not assign all or any portion of its rights, title or interests hereunder, provided User may assign this License with at least fifteen (15) days advance written notice to SpectraSite, to any person or business entity which (i) directly or indirectly (through one or more subsidiaries) controls User, or (ii) is controlled directly or indirectly

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(through one or more subsidiaries) by User, or (iii) is under the common control directly or indirectly (through one or more subsidiaries) with User by the same parent corporation or other entity, or (iv) is the successor or surviving entity by a merger or consolidation of any such entity pursuant to applicable law, or (v) purchases substantially all of the assets of User (collectively, a "Permitted Affiliate"). For purposes of this paragraph 29, "control" means the ownership of more than fifty percent (50%) of the outstanding voting capital stock or the beneficial interest of another entity and the ability to effectively control or direct the business decisions of that other entity. Any purported assignment by User in violation of the terms of this License shall be void. User may not sublicense all or any part of the Site. SpectraSite may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License, and upon such assignment, SpectraSite shall be relieved of all liabilities and obligations thereafter accruing.

30. Limitation of Parties' Liability. NEITHER SPECTRASITE NOR USER SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) USER'S USE OR USER'S INABILITY TO USE THE SITE, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If SpectraSite shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this License or is charged with an indemnity obligation hereunder, and if User shall, as a consequence thereof, recover a money judgment against SpectraSite (whether compensatory or punitive in nature), User agrees that it shall look solely to SpectraSite's right, title and interest in and to the Property and the Tower for the collection of such judgment, and User further agrees that no other assets of SpectraSite shall be subject to levy, execution or other process for the satisfaction of User's judgment, and that SpectraSite shall not be personally liable for any deficiency.

31. Rules. SpectraSite may, from time to time, establish reasonable rules relating to the Site. User agrees to comply with such rules. Such rules shall not materially impede User's access rights described elsewhere in this License.

32. Miscellaneous.

(a) This License is governed by the laws of the state in which the Property is located.

(b) If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License will not be affected and each provision of this License shall be valid and enforceable to the full extent permitted by law.

(c) The prevailing party in any action or proceeding to enforce the terms of this License is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party.

(d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(e) Each party executing this License acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(f) This License shall become valid and binding only upon SpectraSite's execution by its duly authorized representative.

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User's Site Name/No.: Kenney Mesa/_____

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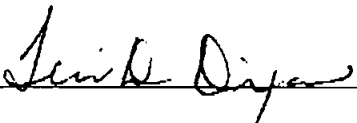


(g) This License is contingent upon SpectraSite's ability to obtain consent of the landlord under the Prime Lease. If obtaining such consent is not economically feasible, in SpectraSite's discretion, then SpectraSite may terminate this License upon written notice to User. If SpectraSite is unable to obtain such consent within the earlier of: (i) a reasonable amount of time determined by User, or (ii) ninety (90) days after the execution of this License then either party may terminate this License upon written notice to the other party.

IN WITNESS WHEREOF, SpectraSite and User have each executed this Tower Attachment License Agreement as of the date and year written below.

SPECTRASITE:

TOWER ASSET SUB, INC., a Delaware corporation

By: 

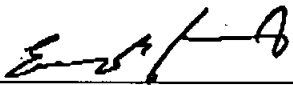
Name: **Teri D. Dixon**

Title: **Director, Collocation**
A Duty Authorized Individual

Date: 6/30/03

USER:

VOLONET TECHNOLOGIES, INC., a Delaware corporation, d/b/a Redwire Broadband

By: 

Name: Edward Roman

Title: CEO

Date: 6/27/07

The following exhibits and schedule are attached hereto and incorporated herein:

Exhibit A	Area Leased by SpectraSite from Prime Landlord
Exhibit A-1	Site Layout Plan and Tower Elevation Drawings
Exhibit B	Description of Easements
Exhibit C	Equipment Schedule
Exhibit D	Notice of Commencement

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SpectraSite's CAP ID No.: 18142
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EXHIBIT A

AREA LEASED BY SPECTRASITE FROM PRIME LANDLORD

Approximately 720 square feet and being a portion of the following described real estate:

Lot 2 of Mesa Industrial Tract Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 3533, filed in the Office of the County Recorder of San Diego County, October 30, 1956.

Excepting therefrom that portion lying within the portion of said Lot 2, delineated and designed "Reserved for Future Street" on said Map No. 3533, and as accepted by the City of San Diego for Public Street purposes by resolution No. R 250 656 and recorded December 4, 1979 as file No. 79-508879 of the Official Records.



SpectraSite reserves the right to survey the Property and amend this License accordingly to reflect the results of such survey.

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User's Site Name/No.: Kerney Mesa/

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EXHIBIT A-1

SITE LAYOUT PLAN AND TOWER ELEVATION DRAWINGS

See Attached

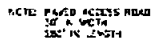
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User's Site Name/No: Kamey Mesa _____

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CONFIDENTIAL. INFORMATION NOT TO BE RELEASED EXCEPT BY AUTHORITY OF THE FBI.



LEGEND:

- M CROWDING TEST CELL
- I TELEPHONE NOOD-UP
- G GERAPATRON PEPTICOLE
- E ELECTRICAL SERVICE DISCONNECT
- N NETER
- TD TALK CENARK
- FB ICE BRIDGE
- FD POWER POLE

(14 FEET :
1424 = 10 Feet



NOTE: THIS EASEMENT MAY BE REPLACED BY A LAND SURVEY OF THE PROPERTY ONCE IT IS MOORED BY LICENSEE.

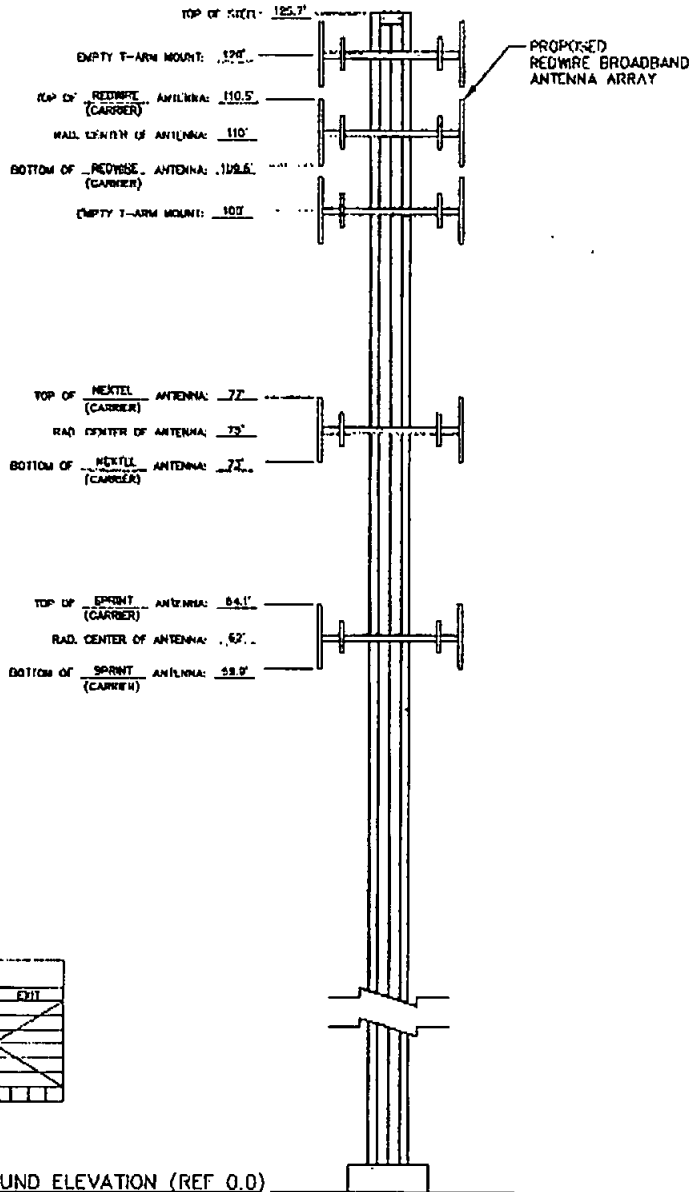
PROPOSED REDWIRE BROADBAND

CARRIER REDWIRE BROADBAND			
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	75°	75°	75°
CABLE SIZE	1/4"	1/4"	1/4"
NUMBER OF CABLES	3	3	3
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	TRD	TRD	TRD
ANTENNA MFG.	TRANGO/NOT	TRANGO/NOT	TRANGO/NOT
ANTENNA MODEL	N/A	N/A	N/A
NUMBER OF ANTENNAS	2	1	1

CARRIER NEXTEL			
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	30°	150°	270°
CABLE SIZE	7/8"	7/8"	7/8"
NUMBER OF CABLES	3	3	3
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	LP PLATFORM	LP PLATFORM	LP PLATFORM
ANTENNA MFG.	EMS	EMS	EMS
ANTENNA MODEL	FVES-12-00HAL2		
NUMBER OF ANTENNAS	3	3	3

CARRIER SPRINT			
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	10°	130°	250°
CABLE SIZE	2/8"	2/8"	2/8"
NUMBER OF CABLES	4	4	4
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	LP PLATFORM	LP PLATFORM	LP PLATFORM
ANTENNA MFG.	COMSAT	COMSAT	COMSAT
ANTENNA MODEL	POSS 085-15-5		
NUMBER OF ANTENNAS	4	4	4

ENTRY/EXIT PORTS					
HEIGHT (O.C.)	ENTRY	ENTRY	EXIT	EXIT	EXIT
522	2.6'	8.1'	88.7'	118.7'	
	1' 52.3"	1' 52.3"	0' 00"	8' 00"	
	30°	140°	50°	50°	
AZIMUTH (NORTH = 0°)			160°	160°	
			280°	280°	
ACCESSIBLE (O.C.)					



MONOPOLE TOWER ELEVATION

NOT TO SCALE

TOWER INVENTORY INCORPORATED 5/20/03

DIMENSIONS NOT VERIFIED
BY LICENSED SURVEYOR

DWG NO.	CA-5124
DATE:	9/13/00
REV.	U
DRAWN	GA/UC
CHECKED	CGG

SPECTRASITE COMMUNICATIONS
400 REGENCY FOREST DRIVE
CARY, NC 27511

MURPHY CANYON
CA-5124

TOWER ELEVATION
SHEET 2 OF 2

EXHIBIT B

DESCRIPTION OF EASEMENT(S)

Access is gained from Topaz Way and traveling in a Southwesterly direction along the existing asphalt drive to the Premises.

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SpectraSite reserves the right to survey the Easement(s) and amend this License accordingly to reflect the results of such survey.

EXHIBIT C
EQUIPMENT SCHEDULE

See Attached





SpectraSite

Collocation Application

RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)		Date Received by SCT: 4/30/03
SpectraSite Communications, Inc.		Revision Dates:
2301 Dupont Drive, Suite 200	e-mail: caroline.crociata@spectrasite.com	
Irvine, CA 92612	Cell: 949-300-0691	SCI Site Name: Murphy Canyon
Attn: Caroline Crociata	fax: 949-255-2301	SCI Site Number: CA-5124

APPLICANT INFORMATION

Applicant (Carrier):	RedWire Broadband	Primary Contact Name:	Jim Comeaux
Applicant Site Name:	Kearney Mesa	Company Name:	RedWire
Applicant Site Number:		Primary Contact Number:	858-518-4891
Req. Date For Receipt of Agreement:		Primary Contact Fax:	858-244-9043
Proposed Installation Date:	6/03		
Proposed ON AIR Date:	6/03		
Applicant Entity Name on SA:	RedWire Broadband	Primary Contact Address:	5771 Copley Drive, Suite 100
Notice Address for Lease:	5771 Copley Dr #100		San Diego, CA 92111
	San Diego, CA 92111		
Billing Address:	Same as above	Primary Contact Email:	spectrasite@redwire.net

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number:	Jim Comeaux 858-518-4891
RF Contact Name/Number:	Jim Comeaux 858-518-4891
Legal Review Contact Name/Number:	Ed Romanov 858-244-9040 #203
Zoning Contact Name/Number:	Ed Romanov 858-244-9040 #203
Construction Contact Name/Number:	Jim Comeaux 858-518-4891
Emergency Contact Name/Number:	NOC 858-244-9040 #262

SPECTRASITE TOWER INFORMATION

Latitude:	32	50	4.44	N	Existing Structure Type:	monopole
Longitude:	117	8	11.08	W	Existing Structure Height (ft AGL):	125.7'
Site Address:	5571 Kearney Villa Rd San Diego CA 92123				County:	San Diego
					State:	CA

ANTENNAS

Sector	Sector 1	Sector 2	Sector 3	Sector 4	Backhaul
Desired Rad Center (ft AGL)	110	110	110		
Antenna Quantity	2	1	1		
Antenna Manufacturer	Trango/Mot	Trango/Mot	Trango/Mot		
Antenna Model (Attach Spec Sheet)					
Weight (lbs per antenna)	3	3	3		
Antenna Dimensions (HxWxD) (in)	12x7x4	12x7x4	12x7x4		
ERP (watts)	1	1	1		
Antenna Gain (dB)	12	12	12		
Orientation/Azimuth (Degrees)	75	75	75		
Mechanical Tilt	0	0	0		
Channels					
Mount Mfg and Model (Attach Spec Sheet)	Trango/Mot	Trango/Mot	Trango/Mot		
Tower Mount Mounting Height (On Tower)	110	110	110		
Transmit Frequency (MHz)	5.2 to 5.8	5.2 to 5.8	5.2 to 5.8		
Receive Frequency (MHz)	5.2 to 5.8	5.2 to 5.8	5.2 to 5.8		
Number of Coax Cables (PER ANTENNA)	1	1	1		
Diameter of Coax Cables (in)	1/4	1/4	1/4		
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	WSP				

Please Note: "AUX" can be used for Microwave, TTA, LNA, or GPS antenna information.

B



Collocation Application

GROUND SPACE REQUIREMENTS

Equipment Enclosure Type:	☐ BTS Cabinets/Number of BTS Cabinets: ☐ Outdoor Shelter ☒ Other: Need either 4U rack space or wall mount area 2.5'x 2.5'
Total Ground Lease Area Dimensions (HxWxD)(ft):	
Cabinet/BTS/Shelter Dimensions (HxWxD)(ft):	
Concrete Pad Dimensions (HxWxD)(ft):	
Cabinet/Shelter Manufacturer/Model:	

POWER REQUIREMENTS

AC Power: Yes		Required Voltage and Total Amperage: max 15amps	
Electrical Service Provider:		Electrical Service Telephone Number:	
Is a multi-tenant meter rack present:		Yes	No
How many, if any, empty meter banks are present:			

GENERATOR INFORMATION

Generator Ground Space Requirement (HxWxD)(ft):		Fuel Type (Natural Gas, Diesel):	
Generator Owner (Applicant/Tenant, SpectraSite):		Fuel Tank Location:	☐ Attached ☐ Separate ☐ None
Capacity (KW):		Fuel Tank Size (Gallons):	

ADDITIONAL INFORMATION/COMMENTS

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SITE FEASIBILITY WALK

To confirm your onsite needs and requirements, SpectraSite will schedule a pre-design site walk with a SpectraSite Network Services Representative. Please indicate whether you desire to schedule an onsite meeting: Yes ☒ No
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SITE DATA PACKAGE FORMAT

Please confirm how you wish to receive your site data package for this application: ☒ Email ☐ Compact Disc

- This Collocation Application is subject to SpectraSite Engineering and Real Estate approval.
- Ground lessor consent may be required as a condition to the execution of your lease.
- Modifications to the tower site may be subject to local zoning approval.
- If available, attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, etc.
- When requesting ground space, do not include a buffer around your desired physical footprint. SpectraSite, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance.

From our home page you gain instant access to our database of over 20,000 towers and rooftops. Site Locator gives you the power to refine your search down to the street level and provides you with site details, digital photos of towers and rooftops, even site and compound drawings.

<http://www.spectrasite.com/web/CorporateSite2001/home.asp>

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EXHIBIT D

Notice of Commencement

[Date]

SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, NC 27511

Attention: Collocation Management

Re: Tower Attachment License Agreement ("TALA") from SpectraSite to Volonet Technologies, Inc., a
Delaware corporation d/b/a Redwire Broadband at
CA-5124
Murphy Canyon
5571 Kearney Villa Road, San Diego, California 92123

Dear Collocation Management:

Pursuant to paragraph 5(c) of the TALA, this letter serves to advise you that Redwire Broadband
commenced the installation of its Equipment on the Site on the above-referenced property on
_____, 200_.

Sincerely,

Volonet Technologies, Inc., a Delaware corporation
d/b/a Redwire Broadband

