

EXHIBIT A

RIGHT-OF-WAY N-91316

December 10, 2012

TERMS AND CONDITIONS
(Continued from Form 2800-14)

1. In case of change of address, the Holder shall immediately notify the BLM Authorized Officer.
2. This grant is subject to all valid rights existing on the effective date of this grant.
3. The Holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
4. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the Authorized officer.
5. Construction-related traffic shall be restricted to routes approved by the Authorized Officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the Authorized Officer.
6. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
7. No future modifications, construction of improvements, expansion of the original structures, construction of additional buildings, or major maintenance operations involving disturbance of the land shall occur until plans for such actions have been submitted and approved in writing by the Authorized Officer. Any proposals involving surface disturbance shall require a cultural inventory and may require completion of an environmental assessment. Failure of the Holder to comply with this requirement may result in a suspension of operations authorized by this right-of-way grant.
8. The Holder must display a permanent identification sign showing the Holder's address, telephone number, and Bureau of Land Management right-of-way identification number (NEV-049536) on all improvements authorized by this grant.
9. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer.
10. The Holder must comply with applicable Federal, State, County, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this right-of-way authorization.

11. The right-of-way herein granted is conditioned upon the submission to the Authorized Officer of a copy of an approved license and/or renewal license granted by the Federal Communications Commission (FCC) or Interdepartmental Radio Advisory Committee (IRAC) for each electronic station installation authorized by this grant or future amendment to this grant. A copy of the FCC or the IRAC authorization shall be submitted within 90 days of issuance of this grant or within 90 days following approval of an amendment to this grant. Failure to submit the FCC or IRAC authorization copy within the time specified shall be grounds for termination of this grant or cancellation of an amendment to this grant. The Authorized Officer may grant an extension of up to 90 days, if requested in writing by the Holder.
12. The Holder shall at all times operate its radio-electronic equipment in such a manner so as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from the Holder's operations, the Holder shall promptly, at its own expense, modify the equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the FCC and the Authorized Officer.
13. The Holder must ensure that equipment with the facility operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the FCC determines that the Holder's use interferes with existing equipment, the Holder must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.
14. Use permitted by this grant is restricted to the building and structures authorized by this right-of-way grant.
15. Fences not directly related to the security of the telecommunications equipment or structures are not permitted. Any fencing material shall be approved, prior to installation, by the Authorized Officer. Metallic fencing shall be vinyl clad and grounded to prevent electrical interference. Any fencing material shall be neutral medium gray or color blended to match the building and surrounding environment.
16. Antenna support structures (towers) shall be designed and certified by a Professional Engineer, registered in the State of Nevada.
17. The antenna support structures (towers) shall be galvanized steel. The tower(s) shall reflect uniformity of design and materials for the entire site. Antenna tower(s) shall be jointly used when electronically compatible. If the location of tower(s) and guy wires will create conflicts with ground personnel, vehicles, and equipment, or any other safety hazard, tower(s) shall be self-supporting. All towers shall meet

Electronics Industries Associated Standard RS-222C, Structural Standards for Steel Antenna Towers.

18. All installations, antenna supports, etc., shall be constructed and maintained in a neat and safe condition in accordance with good engineering practices as accepted by industry and applicable laws. Antenna supports shall conform to the installation specifications of the tower manufacturer. Any variance from these standards shall be allowed only to the extent required because of local terrain or obstructions at the site, and all variances shall conform to good engineering practice.
19. All metallic structural materials shall be galvanized, plated, or coated. Dissimilar metals will not be placed in contact with each other in such a manner that could create a galvanic junction.
20. Location and height of tower(s) and location of antennas on the tower(s) shall not be changed after the initial installation and tests without the approval of the Authorized Officer.
21. Combining electronic features are required where technically feasible to minimize apparent overall antenna mass and height.
22. Adequate ventilation shall be provided for the protection of personnel and to prevent the accumulation of explosive gasses and heated stagnant air. Where feasible, maximum protection against dust is recommended. If forced air ventilation systems are used, they shall be equipped with removable filters for servicing.
23. Standards and specifications for raceways, switching, grounding, wiring methods, and materials shall be equivalent to or greater than those issued by the National Fire Protection Association in its most current National Electrical code.
24. All structures shall meet the requirements of the latest codes governing designs of facilities as outlined in Uniform Building Codes.
25. All electric facilities, equipment, and their installation shall conform to the current National Electrical Safety Code and applicable laws and all regulations.
26. Installations shall include an effective lightning ground in accordance with the "cone of protection" theory. All electrical outlets shall be of the three-conductor grounding receptacle type. All electrical or electronic equipment cabinets shall be properly connected to the system ground. Structures shall be designed for maximum lightning protection through bonding and a grounding system.
27. The Holder agrees to contribute to (cash payment, labor, and/or use of equipment) and cooperate in the construction and maintenance of joint use areas such as the

access road, helipad, power supply, and/or general site housekeeping and maintenance.

28. To provide for the cooperative protection from physical and electronic interference to facilities, access, and orderly development for maximum compatible use of the site, the Holder agrees to join a Users Group, when one is formed, and enter into a Site Management Plan, when one completed for this site.
29. At such future time as a Users Association for this communications site is formed, the Holder shall join the Users Association and remain a member in good standing. Within days of the creation of such Users Association the Holder shall provide the Authorized Officer with evidence of membership. Failure of the Holder to join the Users Association and remain a member in good standing shall constitute sufficient grounds for termination of this right-of-way grant.
30. The Holder shall maintain the right-of-way in a safe, usable condition, as directed by the Authorized Officer.
31. All batteries shall be stored in a container that will hold all spills from damaged or leaking batteries.
32. Any cultural and/or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony, discovered by the Holder, or any person working on their behalf, during the course of activities on public land, shall be immediately reported to the Authorized Officer by telephone, with written confirmation. The Holder shall suspend all operations in the immediate area of such discovery and protect it until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder.
33. The Holder is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites or for collection of artifacts.
34. Pursuant to 43 CFR 10.4(g), the Holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.

35. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
36. Unless otherwise agreed to by the Authorized Officer in writing, power lines shall be constructed in accordance to standards outlined in "Suggested Practices for Raptor protection on Powerlines", Raptor Research Foundation, Inc., 1996. The Holder shall assume the burden and expense of proving that pole designs not shown in the above publication are "eagle safe". Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modification or additions to all power line structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.
37. The Holder shall be responsible for controlling all noxious weeds and other undesirable invading plant species in the reclaimed area until the revegetation activities have been determined to be successful and signed off by the BLM Authorized Officer. All seed shall be tested for purity, noxious, poisonous, and/or prohibited plant species, and the test results submitted to and approved by Authorized Officer, unless certified weed free seed is procured to complete reclamation. The Holder shall obtain approval from the Authorized Officer for any and all applications of pesticide, including types and quantities.
38. In accordance with federal regulations in 43 CFR 2807.21(a), with BLM's approval, you may assign, in whole or in part, any right or interest in a grant; (b) In order to assign a grant, the proposed assignee must file an application and satisfy the same procedures and standards as for a new grant, including paying processing fees (see §2804 of this part); (c) The assignment application must also include: (1) Documentation that the assignor agrees to the assignment; and (2) A signed statement that the proposed assignee agrees to comply with and be bound by the terms and conditions of the grant that is being assigned and all applicable laws and regulations. (d) BLM will not recognize an assignment until it approves it in writing. BLM will approve the assignment if doing so is in the public interest. BLM may modify the grant or add bonding and other requirements, including additional terms and conditions, to the grant when approving the assignment. BLM may decrease rents if the new holder qualifies for an exemption (see §2806.14 of this part) or waiver or reduction (see §2806.15 of this part) and the previous holder qualified for an exemption or waiver or reduction and the new holder does not. If BLM approves the assignment, the benefits and liabilities of the grant apply to the

new grant holder. (e) The processing time and conditions described at §2805.15 (c) of this part apply to assignment applications.

39. The Holder may not increase the effective radiated power without first requesting an amendment of this grant and obtaining written approval from the Authorized Officer.
40. The Holder shall notify the Authorized Officer if there is a significant variance from the approved action with respect to hazardous materials.
41. The Holder shall comply with all applicable Federal, State, county, and municipal laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported, or stored on or within the ROW or any of the ROW facilities, or used in the construction, operation, maintenance, or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant, or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.
42. The Holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by, or stored on the R/W or on facilities authorized under this R/W grant. (See 40 CFR, Part 702-799, and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the CERCLA of 1980, Section 102b. A copy of any report required or requested by any federal agency or state government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal agency or state government.
43. A hazardous materials (HAZMAT) clean-up kit shall be available at all times on the site.
44. HAZMAT spills shall be immediately cleaned and the Winnemucca District Office

HAZMAT Specialist shall be immediately contacted within 24 hours.

45. The Holder agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the United States, or its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the Holder's use, occupancy, or operations of the R/W. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the United States and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and R/W which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws, and regulations that are now, or may in the future become, applicable to the real property; (2) judgments, claims, or demands of any kind incurred by the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous wastes and/or hazardous substance(s), as defined by federal or state environmental laws; off, on, into, or under land, property, and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are generated, released, stored, used, or otherwise disposed on the R/W, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the R/W and may be enforced by the United States in a court of competent jurisdiction.
46. The United States will not be held liable for any damage to the communications facility caused by the general public or as a result of fire, wind, or other natural disasters or as a result of silvicultural practices, or other actions stemming from the normal land management activities of the Bureau of Land Management (BLM).
47. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

48. The Authorized Officer reserves the right to enter upon the right-of-way and inspect all facilities to assure compliance with the conditions of this grant.
49. When requested by the Authorized Officer, the Holder must furnish technical information concerning the equipment located on the property.
50. The right-of-way shall be relinquished to the United States if it is no longer needed for the use it was authorized to serve.
51. Prior to abandonment of any portion of the right-of-way authorized by this grant, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized officer must approve the plan in writing prior to the Holder commencing any abandonment and/or rehabilitation activities.
52. If the Holder violates any of the terms and conditions of this grant, the Authorized Officer, after giving written notice, may declare the grant terminated.
53. The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

Subleasing Authority

54. The Holder shall not allow the operation of any electronic equipment in the building or on the site unless and until the user has obtained a license from the FCC or IRAC.
55. Each electronic type station installation authorized by this grant shall be operated in conformity with the requirements of the FCC or, in the case of Federal Government installation operations, in accordance with the IRAC agreements.
56. The Holder may authorize or subgrant to third parties the right to use the Holder's facilities upon a filing of a grant amendment application and a finding by the Authorized Officer that the amendment is acceptable. Third party subgrant Holders shall be required to comply with the requirements as presented herein as well as those stipulations imposed by the Authorized Officer upon approval of the grant amendment.
57. The Holder shall not authorize or subgrant the right to use the Holder's facilities to any third party who would operate at an effective radiated power of 1000 watts or greater unless and until such high power third party user has obtained a separate right-of-way grant from the Authorized Officer.
58. The Holder agrees not to install or allow the installation of any other radio electronic type equipment not specified in this grant or amendment to this grant on or within the structure or on the premises authorized and covered by this grant, without advance notification and written approval of the Authorized Officer.
59. The Holder shall not install nor allow the installation of any other organization's electronic equipment in the Holder's building, or attachment to the Holder's antenna support structures, without the new organizations obtaining a separate right-of-way grant from the BLM for the joint occupancy of the said facility.
60. The Holder shall notify the Authorized Officer of any intent to locate additional users within or upon their existing facilities, not less than 45 days prior to occupancy of the Holder's facilities. Information that must be included is:
 - Name, current address, and phone number of the third party.
 - Expected date of occupancy.
 - A photo or sketch illustrating the type of antenna to be installed, as well as any other planned physical changes to the exterior facilities operated by the Holder. If the proposed use is not specified in the original right-of-way grant, an amendment will be required.
61. The Holder shall furnish a listing of, or other information pertaining to, all occupants of the facility upon request of the Authorized Officer.

62. No less than 45 days prior to occupancy of the Holder's facility, the Holder shall notify existing users within a 1-mile radius that the Holder intends to accommodate a new communications user in its facility. Existing users can then file any comments pertaining to potential frequency or electromagnetic problems with the FCC, 11919 m Street, N.W., Washington, D.C. 20554, with a copy to the Authorized Officer.
63. The Holder shall accept all applications for compatible uses of the facility on a first-come first-serve basis. If an applicant agrees to comply with all the terms and conditions for use of the site contained herein, obtains a FCC or IRAC authorization, and there is space available, the Holder may not refuse to enter into a use agreement with applicant.
64. The Holder may place no restriction on what brand of equipment is installed on the site so long as it conforms to industry standards, as determined by the Authorized Officer.
65. The Holder shall place no unreasonable restriction on persons who service units belonging to users of the building, providing the servicing personnel are qualified and licensed to service the type of units involved.
66. At any time a government agency wishes to make use of the facility, its application shall become the first application in line for available space.
67. Utility and service facilities constructed by the Holder, including but not limited to power and telephone lines, roads and fences, within the reasonable capacity of such facilities, shall be available for use by the United States for the construction and operation of electronic facilities installed by the United States without any contribution for construction costs of such facilities. The United States agrees to pay the rental, as determined by a mutually acceptable method, for any use made of buildings, antenna tower(s) or other structures belonging to the Holder.
68. The BLM reserves the right to authorize joint use by the other electronic communication users of the site, together with the roads and the power, telephone and other auxiliary utility service lines installed and operated by the holder, upon payment by such users to the holder of a just and equitable portion of the costs of installation, maintenance and operation; provided that such joint use will conform to sound engineering practices.
69. Federal Government agencies shall be provided 20 percent of building space at no charge for the installation of communication facilities. Federal agencies shall be required to enter into available combining systems whenever technically feasible, and the cost of combiner ports shall be paid by the Federal Government at the same cost as paid by other users.

70. Twenty percent of the microwave antenna capacity of the tower (based on wind loading) shall be available for Federal Government use. If the government has not installed microwave equipment at the time only 20 percent of tower capacity remains, the Holder may allocate remaining capacity to customers.
71. The Holder shall make a reasonable and uniform charge for building and tower space, services rendered, and equipment to all users of the facility.
72. The Holder will reduce to writing all agreements with authorized third party users of the facilities covered by this grant, specifying therein, as a separate item, the rental and service charge for the use of said facilities, and will furnish a true copy of each such agreement and changes therein to the Authorized Officer.
73. The Holder is permitted to use, without charge, up to three (3) rack spaces so long as the equipment is for the sole benefit of the Holder. Any additional use by the Holder or authorized third parties shall require the assessment of a rental charge as specified in the pricing schedule. Such charges shall be included as part of the gross receipts.
74. It will be the responsibility of the Holder to ascertain whether existing facilities on the same or adjoining sites will adversely affect the proposed operations. The Holder will accept operations, i.e., frequencies, emissions, power output, radiation fields, antenna arrays, etc., of existing facilities on the same or adjoining sites, provided such operations are consistent with the regulations of the Federal Communications Commission, if a non-Federal Government use, and the Standards of the Interdepartmental Radio Advisory Committee, if a Federal Government use.
75. The Holder shall take measures necessary to eliminate interference to other site users caused by the Holder's sublessee(s). If the Holder does not eliminate such interference within 10 days of receipt of notice from the Authorized officer, the operations of the sublessee causing the interference, as determined by the Authorized Officer, shall be terminated by the Holder.
76. The Holder shall not implement or allow a subgrantee to implement any changes in or additions to the authorized operating frequencies, types of emissions, band widths, radio frequency power outputs, class or service, types of antenna, or named Federal Communications Commission licensees without providing advance notification to, and receiving written approval from, the Authorized Officer.
77. Copies of the amended Federal Communications Commission license or Interdepartmental Radio Advisory Committee frequency assignment must be filed with the Authorized Officer before modification of previously authorized facilities will be approved.
78. This right-of-way shall terminate 60 days after expiration or cancellation of the Federal Communications Commission license or Interdepartmental Radio Advisory

Committee radio frequency assignment, unless renewal is obtained within this period and a copy of such renewal is furnished to the Authorized Officer.

79. In the event of termination of this right-of-way grant, sublessee shall, at the option of the BLM Authorized Officer, either transfer to the next BLM designated Holder as lessee or apply for a right-of-way in his/her own name.
80. The holder shall construct, install, operate, and maintain their equipment in accordance with the Motorola R56 Standards (Release 68P81089E50-B, 9/1/2005, or later applicable version) and/or other applicable recognized industry standards, as determined by the BLM Authorized Officer.