

OPTION AND LAND LEASE AGREEMENT

This Option Agreement (“Option Agreement”) made this ___ day of _____, 2024, between _____, with its principal offices located at _____, hereinafter designated “LESSOR” and _____, with its principal offices located at _____ (telephone number _____), hereinafter designated “LESSEE”. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITAL

LESSOR is the owner of that certain real property located at _____, _____ (the entirety of LESSOR’s property is referred to hereinafter as the “Property” and is legally described in Exhibit “A” attached hereto and made a part hereof. LESSEE desires to obtain an option to lease a portion of said Property, being described as a _____ by _____ parcel containing approximately _____ hundred (____) square feet (the “Land Space”), together with the non-exclusive right (the “Access Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way [Insert width of ROW] extending from the nearest public right-of-way, _____ Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, on, or along one or more rights-of-way from the Land Space, said Land Space and Access Right-of-Way and Utility Right-of-Way (hereinafter collectively referred to as the “Premises”) being substantially as described herein in Exhibit “B” attached hereto and made a part hereof. The Access Right-of-Way and Utility Right-of-Way do not create easements across, on, above, or under the Land Space. The Land Space, Access Right-of-Way and Utility Right-of-Way (hereinafter collectively referred to as the “Premises”) are substantially described herein in Exhibit “B” attached hereto and made a part of this Option Agreement.

NOW THEREFORE, in consideration of the sum of _____ Dollars (\$_____) (“Option Fee”), to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Land Space, for the term and in accordance with the covenants and conditions set forth herein. The Option Fee has been bargained for and agreed to as separate and independent consideration for LESSOR’s grant to LESSEE the right and option to lease the Premises in accordance with the covenants and conditions set forth in the Lease herein, and for LESSOR’s execution and delivery of this Option Agreement. The Option Fee shall be deemed fully earned by LESSOR upon receipt and shall be considered non-refundable to LESSEE. The foregoing payment shall be made by LESSEE within forty-five (45) days of execution of this Option Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Option Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time only by written notice to LESSOR on or prior to twelve (12) months after the date of this Option Agreement. If the option has not been so exercised, it may be extended by mutual agreement in writing. If the option is extended, LESSEE shall make an additional payment of \$ _____ and No/100 Dollars to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph ____ of the Option Agreement below. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates or subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Option Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR, at LESSEE's, expense shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE provided, however, that LESSEE acknowledges and agrees that any sale or transfer of the Property by LESSOR shall not be considered to constitute an adverse effect on the status of the Premises.

LESSOR shall permit LESSEE, during the option period as may be mutually extended, free ingress and egress to the Premises during normal business hours (identified as Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.) to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary ("Option Tests"), at the sole cost of LESSEE. Immediately upon the conclusion of each such Option Tests, LESSEE, at LESSEE's sole cost and expense, shall restore such affected areas to their condition existing immediately prior to such disturbance. LESSEE agrees to indemnify, defend, and hold harmless LESSOR for any Claims (as used herein, "Claims" shall refer to all expenses, liabilities and costs, including environmental costs and remediation costs) to the extent arising out of LESSEE's performance of the Option Tests. LESSEE's duty to defend, indemnify and hold harmless as set forth above shall include, without limitation, liability

for LESSOR's reasonable attorneys' and expert witness fees (such attorneys and experts to be reasonably and mutually agreed upon by the Parties). Prior to commencing any Option Tests, LESSEE shall provide LESSOR with reasonable evidence of insurance coverage as set forth the Land Lease Agreement below.

LESSOR agrees to execute a Memorandum of this Option Agreement which LESSEE may record with the appropriate Recording Officer. In the event LESSEE records the Memorandum of this Option Agreement, LESSEE shall be responsible for payment of all recordation and processing fees associated with such recording. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date of the notice and thereupon the following Land Lease Agreement shall take effect.

LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease") made this ___ day of _____, 2024, between, the _____ with its principal offices located at _____, _____, hereinafter designated "LESSOR" and _____, with its principal offices located at _____, _____ (telephone number _____), hereinafter designated "LESSEE". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property" and is legally described in Exhibit "A" attached hereto and made a part hereof, located at _____, and being described as a _____-foot (____) by _____-foot (____) parcel containing approximately _____ hundred (____) square feet (the "Land Space"), together with the non-exclusive right (the "Access Right-of-Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way [insert width of ROW] extending from the nearest public right-of-way, _____ Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes ("Utility Right-of-Way") over, under, on or along one or more rights-of-way from the Land Space, said Land Space and Access Right-of-Way and Utility Right-of-Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof. The Access Right-of-Way and Utility Right-of-Way do not create easements across, on, above, or under the Land Space. The Land Space, Access Right-of-Way and Utility Right-of-Way (hereinafter collectively referred to as the "Premises") are substantially described herein in Exhibit "B" attached hereto and made a part of this Land Lease Agreement.

In the event that LESSEE's public utility company is unable to use the Utility Right-of-Way shown in Exhibit "B", the LESSOR shall cooperate with LESSEE to locate an alternative

Utility Right-of-Way and shall not be entitled to additional consideration for granting the same so long as the alternative Utility Right-of-Way is not materially different in size and space when compared to the original Utility Right-of-Way.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises. LESSOR grants to LESSEE the right to survey the Property and the Premises. Such survey may supplement Exhibit "B" only after LESSOR approves in writing the accuracy of the survey. LESSOR shall indicate its approval of the survey by its initials on each and every page of said survey, which shall be attached hereto and made a part hereof. In the event of boundary and access discrepancies between the original Exhibit "B" and the LESSOR-approved survey, the LESSOR-approved survey shall control. Costs and expenses for all such survey-related work shall be borne solely by the LESSEE.

3. TERM AND BASE RENT. This Lease shall be effective as of the date of execution by both Parties; provided, however, the initial term shall be for five (5) years and shall commence on the date LESSEE exercises the option "Commencement Date," at which time rental payments shall commence and be due. The initial term and all extensions shall be collectively referred to herein as the "Term."

LESSEE agrees to pay LESSOR a monthly sum of _____ Dollars (\$_____) ("Rent"), in advance on the first day of each month of the Term or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph ____ below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective. [DISCUSS WITH LESSEE IF _____ WANTS TO MAKE ITS PUBLIC SAFETY AND OTHER FACILITIES ON TOWER AT NO CHARGE]

4. LATE PAYMENT. LESSEE shall pay LESSOR a late payment charge equal to the greater of ten percent (10%) per annum or the highest applicable legal interest rate of any amount not paid to LESSOR within ten (10) days after due. All payments received shall apply first to any interest owed and then to any principal amount owed. The provisions of this subsection shall survive the termination or expiration of this Lease.

5. STATEMENT. LESSEE shall ensure that all payments shall include a statement that states the nature of the payment, site address and LESSEE's site identification number.

6. ONE-TIME PAYMENT. LESSEE shall make a one-time payment to LESSOR in the amount of _____. Such payment shall be due and payable to LESSOR within forty-five (45) calendar days from the Effective Date of this Lease and shall not constitute Rent or any offset to Rent. [With the amount to be determined based upon the length of negotiations]

7. RENTAL DOCUMENTATION. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Lease but no more often than annually and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Section 26. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of obtaining an interest in the Property or this Lease, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

8. EXTENSIONS. This Lease shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

9. ANNUAL RENTAL INCREASES. Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary thereafter, the rent shall increase by an amount equal to four percent (4%) of the annual rent in effect during the immediately preceding year or Holdover Rent in effect during the immediately preceding year.

10. HOLDOVER TERM.

a. LESSEE's right to possess the Premises shall immediately terminate at the end of the Term or within ninety (90) days after the earlier termination of this Lease unless the Parties are then currently negotiating in good faith to reach a new agreement.

b. If upon the end of the Term or the earlier termination hereof, the Parties are in the process of negotiating a new lease agreement or extension to the Term in good faith, or

otherwise upon the written consent of LESSOR, and LESSEE holds over past the expiration or earlier termination of this Lease, then the Rent in effect immediately prior to the expiration or earlier termination of this Lease shall be increased by one hundred fifty percent (150%) (“Holdover Rent”). Holdover shall be on a month-to-month basis subject to termination by either Party hereto upon thirty (30) days written notice to the other Party. Holdover is subject to all of the applicable terms of this Lease including, without limitation, the Holdover Rent and annual increases set out in this Land Lease Agreement Paragraph.

11. UTILITIES. LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, “Utilities”) under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE’s Utilities providers to bring Utilities to the Land Space. LESSOR shall not provide any Utilities whatsoever to LESSEE and under no circumstances shall LESSEE “submeter” from LESSOR. LESSEE’s Utilities providers shall install their equipment solely within the Utility Right-of-Way or in another location at the Property to be approved in writing by LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed.

12. TAXES. LESSEE shall have the responsibility to pay any taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE’s use of the Premises and/or the installation, maintenance, and operation of the LESSEE’s improvements, and any sales tax imposed on the rent or Holdover Rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE’s improvements and/or LESSEE’s use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR’s income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE’s sole cost and expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE’s sole cost and expense upon written request of LESSEE.

LESSOR shall provide LESSEE with copies of all tax, assessment, and/or charges notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by LESSOR, along with written documentation received by LESSOR detailing any assessment or tax increases directly attributable to LESSEE's leasehold improvements, Premises, and Communications Facility, if such written documentation is available (collectively, "Billing Documentation"). LESSEE shall submit payment of all tax-related assessments and/or charges payable under this Lease to LESSOR within thirty (30) days from LESSEE's receipt of Billing Documentation from LESSOR. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by LESSOR. The provisions of this subsection shall survive the termination or expiration of this Lease with respect to any taxes assessed during the Term with respect to LESSEE's use of the Premises or LESSEE's leasehold improvements.

13. PERMITTED USE.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto, including transmitting and receiving its own wireless signals ("Permitted Use"). To facilitate its Permitted Use, LESSEE may, at LESSEE's sole cost and expense, construct, maintain, repair, remove, and operate a wireless communication facility (the "Communications Facility"), as more particularly described and depicted in Exhibit "B," and perform such other acts as are reasonably necessary for its Permitted Use. LESSEE may install, at LESSEE's sole cost and expense, a security fence consisting of brick wall construction or similar but comparable construction that may be placed on or within the perimeter of the Premises and said brick wall shall match in substance and in color the existing brick wall at the Property. No visual advertisements or signage shall be affixed to the Premises without prior approval from LESSOR, except as may be required by a governmental agency having jurisdiction over LESSEE's operations or any applicable laws and except that LESSOR reserves the right to install and maintain an advertising sign at LESSOR's sole cost and expense.

b. LESSEE's Communications Facility shall include the installation of: _____ all as more particularly described and depicted in Exhibit "B" attached hereto and incorporated herein by this reference. Should LESSEE install any federally unlicensed equipment at any time during the Term of this Lease, LESSEE shall pay LESSOR Rent retroactively to the date the unlicensed equipment was first installed at the Premises.

c. LESSEE shall use only those parking spaces designated in Exhibit "B" attached hereto to place and store its equipment during the initial construction of the Communications Facility. If LESSEE uses any parking space other than those parking spaces designated in Exhibit "B", LESSEE shall pay LESSOR a monthly fee of _____ dollars (\$_____) per each additional parking space that is not designated in Exhibit "B". Within ninety (90) days after completion of construction, LESSEE shall provide As Built Plans to LESSOR and a complete and detailed inventory of all equipment and other pertinent property on the Premises.

d. LESSEE shall provide LESSOR with at least thirty (30) days prior written notice of any material upgrades or changes to the Communications Facility. LESSEE must obtain LESSOR's prior written consent to any material upgrade or change. A material upgrade or change is one that increases the number of wireless communications equipment or improvements shown in Exhibit "B" attached hereto. For all material upgrades or changes, LESSEE shall submit plans and specifications to LESSOR for LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. For all other upgrades or changes to the Communications Facility, LESSEE shall provide LESSOR with at least ten (10) days prior written notice and such written notice shall be accompanied with documentation from LESSEE describing the planned upgrade, change, maintenance, or repair to be performed at the Premises. Notwithstanding the foregoing, LESSOR's consent for alterations or modifications to the Premises shall not be required in connection with alterations or modifications that consist of upgrades or replacements of "like-kind" equipment, meaning that such replacement-equipment is substantially comparable to the originally installed equipment in dimensions and weight, or that such replacement-equipment is able to be wholly contained within the equipment shelter and/or cabinets shown on Exhibit "B". Notwithstanding anything in this Lease, LESSEE may not increase the height of any part of its Communications Facility or expand the Premises beyond that as shown on Exhibit "B" without LESSOR's prior written consent, which LESSOR may withhold in its sole but reasonable discretion.

14. USE; GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. As a condition precedent to LESSEE's use of the Premises, LESSEE, at its sole cost and expense, will ensure that the proposed equipment to be installed at the Premises meets the applicable requirements of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and any state, city and county, federal or local fire code requirements.

In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained due to LESSEE pursuing and obtaining a non appealable denial ; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its reasonable discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Lease upon payment to LESSOR of an Early Termination Fee for the full balance of the remaining then existing Term of this Lease. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE and payment of the Early Termination Fee. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the

other hereunder except for those terms and covenants which survive termination or expiration of this Lease.

15. MAINTENANCE AND REPAIR; LANDSCAPING.

a. Maintenance and Repairs to the Premises. Throughout the Term, LESSEE, at its sole cost and expense, shall secure, maintain, and repair all areas where it enjoys exclusive control, which includes the entire Premises, in a clean and neat manner, except for reasonable wear and tear. LESSOR shall not have any responsibility to secure, maintain, or repair any areas where LESSEE enjoys exclusive control. LESSEE shall promptly commence repairing any damage to any area where it enjoys exclusive control, which includes the Premises, to substantially the condition that existed prior to such damage. LESSEE shall operate its generator only between the hours of 10:00 p.m. through 6:00 a.m. local time for any regularly scheduled maintenance visits or for the purpose of testing the generator. Notwithstanding the preceding sentence, LESSEE shall be able to operate its generator in the event of an emergency. LESSEE shall provide LESSOR with written notice at least ninety (90) days before LESSEE commences any maintenance or repairs to the Premises or Property that will or reasonably might temporarily impair LESSOR's or any of LESSOR's tenants' use of the Property.

b. Maintenance & Repairs to the Property. LESSOR shall maintain and repair the Property as reasonably necessary for LESSEE's use and to permit access to the Communications Facility as required in this Lease, subject to reasonable wear and tear and damage from the elements. To the extent reasonably feasible, LESSOR shall provide LESSEE with written notice at least ninety (90) days before LESSOR commences any maintenance or repairs to the Property that will or reasonably might temporarily impair LESSEE's use of the Premises. LESSEE shall, at its sole cost and expense, promptly commence repairing any damage to the Property caused by LESSEE, or its agents, contractors, employees, or representatives.

c. Landscaping. LESSEE shall be permitted to install certain landscaping ("Landscaping") at the Property, and such connections ("Irrigation") to LESSOR's existing irrigation system and existing water supply as may be required in order to maintain the Landscaping. Once installed, the Landscaping and Irrigation shall become the property of LESSOR. LESSEE shall be responsible for watering and maintaining the Landscaping in reasonably good condition for the Term of the Lease, as the same may be extended or renewed. Notwithstanding the foregoing, if LESSEE fails to water or maintain the Landscaping as may be required hereunder within ten (10) business days of LESSEE's receipt of LESSOR's written notice, LESSOR shall have the right but not the obligation to perform any such watering or maintenance.

16. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, representatives, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, representatives, contractors or agents.

17. INSURANCE.

a. During the Term of this Lease, LESSEE shall procure and maintain, and shall require any contractors or subcontractors to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, the following insurance coverage:

(1) Workers' Compensation Insurance (at maximum statutory limits and Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each accident/disease/policy limit;

(2) Owned and Non-Owned Automobile Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) per accident;

(3) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, and which shall include LESSOR's officers and employees as additional insureds as their interests may appear;

(4) "Builder's Risk" property insurance during the construction of LESSEE's Communications Facility; and

(5) "All-Risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

b. All policies shall be written by an insurer with an A.M. Best rating of not less than A-:VII, licensed, authorized or permitted to do business within the State of _____.

c. LESSEE shall include LESSOR as an additional insured on the policies described in the Paragraph above except for the Workers' Compensation Insurance policy.

d. All specified coverages in this Paragraph shall automatically increase ten percent (10%) upon each Renewal Term. LESSEE shall provide LESSOR with certificates of insurance and endorsements evidencing that such coverage increased within thirty (30) days after any Renewal Term commences.

e. Notwithstanding the foregoing, only the LESSEE at the inception of this Lease, ("Original Lessee"), or its wholly owned subsidiaries or affiliates, shall have the right to self-insure against the risks for which Original Lessee is required to insure against. In the event Original Lessee elects to self-insure its obligation to include LESSOR as an additional insured, the following provisions shall apply (in addition to those set forth above):

(1) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide Original Lessee (or its subsidiary or affiliate) with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and shall provide Original Lessee (or its subsidiary or affiliate) with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(2) LESSOR shall not settle any claim, demand, lawsuit, or the like without the prior written consent of Original Lessee (or its subsidiary or affiliate); and

(3) LESSOR shall fully cooperate with Original Lessee to the extent necessary in the defense of the claim, demand, lawsuit or the like.

f. Should LESSOR's insurance costs and expenses increase due to LESSEE's use of the Premises and/or the installation, maintenance, and operation of the Communications Facility, LESSOR shall provide LESSEE with written notice and documentation evidencing such increased insurance costs and expenses, and LESSEE shall reimburse LESSOR the difference within thirty (30) days after LESSEE's receipt of LESSOR's written notice and documentation thereof.

g. LESSEE shall furnish certificates of insurance to LESSOR evidencing the above insurance coverages, including additional insured endorsements, prior to LESSEE's construction of the Communications Facility. LESSEE shall maintain the above insurance coverages, including the automatic increases specified in the Paragraph above, from the time LESSEE constructs the Communications Facility until LESSEE's full completion of its removal and restoration duties described below. In the event LESSEE receives written notice of cancellation concerning any of the above required policies, or should LESSEE fail to have in effect the required coverages at any time throughout the Term of this Lease, LESSOR may give written notice to LESSEE to immediately suspend all LESSEE activities at the Premises and/or request that LESSEE reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of LESSOR's written notice thereof, LESSOR may terminate this Lease.

18. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs in this Lease, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause interference to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

a. LESSEE shall not interfere with LESSOR's or any of LESSOR's lessees, licensees, invitees, or other lessees' radio communications operated within their respective frequencies and in accordance with all applicable laws and regulations and existing as of the Effective Date of this Lease. LESSEE will commence to cure any such interference within

seventy-two (72) hours after receipt of notice of interference from LESSOR. In the event any such interference does not cease within the aforementioned cure period then the Parties acknowledge that LESSOR will suffer irreparable injury, and therefore, LESSOR will have the right, in addition to any other rights that it may have at law or in equity, for LESSEE's breach of this Lease, to elect to enjoin such interference.

b. LESSOR will not use, nor will LESSOR permit its lessees, employees or agents to use any portion of the Property in any way which materially and adversely interferes with the Communications Facility, or the rights of LESSEE under this Lease. LESSOR will use its best efforts to commence to cure any such interference within seventy-two (72) hours after receipt of notice of interference from LESSEE. In the event any such interference does not cease within the aforementioned cure period then the Parties acknowledge that LESSEE will suffer irreparable injury, and therefore, LESSEE will have the right, in addition to any other rights that it may have at law or in equity, for LESSOR's breach of this Lease, to elect to enjoin such interference.

20. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings 3 feet below grade), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal and restoration causes LESSEE to remain on the Premises after termination of this Lease, LESSEE shall pay rent at the then existing monthly rate until such time as the removal of such building, antenna structure, footings, equipment, conduits, fixtures and all personal property are completed.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR or LESSOR's agent reserves the right to enter and inspect the Premises on an annual basis provided that exception in case of emergency or public safety LESSOR first provides LESSEE with ten (10) days advance written notice.

22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Lease, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property (or affecting LESSOR's title to the same) and no covenants, easements or restrictions any of which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. By executing this Lease, LESSEE represents that it has independently determined to its own satisfaction that LESSOR is seized of good and sufficient title and interest to the Property.

23. INTEGRATION. It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity. Any amendment to this Lease must be in writing and executed by both Parties.

24. GOVERNING LAW AND VENUE. This Lease and the performance thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of _____ without regard to conflict of laws. Venue for any action or claim arising out of or connected with this Lease shall reside exclusively in the _____ Court of _____ (“Court”). All Parties to this Lease agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease.

25. ASSIGNMENT. This Lease may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE’s principal, affiliates, subsidiaries of its principal. As to other parties, this Lease may not be sold, assigned or transferred or change in control without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. A change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Under all other circumstances, LESSEE may not assign or transfer or sublease this Lease without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold (provided that with respect to subleasing or collocation, LESSOR shall be entitled to one third (1/3) of amounts paid by Sublessee to LESSEE) and any unconsented assignment or transfer shall be void *ab initio* and LESSOR may in its sole discretion terminate this Lease. Any such assignment, transfer or sublease shall not release LESSEE of its obligations under this Lease.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier’s regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier’s receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. If applicable, LESSOR shall obtain not later than fifteen (15) days following the execution of this Lease, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Lease to any future Mortgage covering the Property, LESSOR shall obtain at LESSEE's sole cost and expense for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the encumbering party's standard form or another form reasonably satisfactory to LESSEE, (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Lease beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Lease, (2) fulfill LESSOR's obligations under the Lease, and (3) promptly cure all of the then-existing LESSOR defaults under the Lease. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Lease is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Lease which LESSEE may record with the appropriate recording officer. The date set forth in the

Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. LESSEE acknowledges that its recording of the Memorandum of this Lease places a cloud on LESSOR's title to the Property, and Rent or Holdover Rent as applicable during the time of expiration or termination shall continue until LESSEE records a full reconveyance or quitclaim of all of its rights and privileges granted hereunder within thirty (30) days after the expiration or earlier termination of this Lease with the appropriate recording officer in _____.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or affect any remedies in law or in equity for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Lease or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or affect any remedies for default in law or in equity against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to operate its equipment on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of

such default, the non-defaulting Party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each of the Parties shall use reasonable efforts to mitigate its own damages. In the event that either Party so performs an obligation of a Party in default, the Party in default shall immediately owe the other Party the full amount of the reasonable and actual cost and expense incurred to perform the omitted obligation, plus simple interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the specific activities of LESSOR at the Property. LESSEE will not, nor allow others to, place or use any flammable or hazardous substance material on the Premises.

c. Each Party shall hold the other Party harmless and indemnify that Party from and assume all duties, responsibility and liability at the indemnifying Party's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the non-indemnifying Party; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the non-indemnifying Party.

33. CASUALTY. In the event of damage by fire or other casualty to the Premises not the fault of or attributable to LESSEE or its agents or contractors or subcontractors, so as to render the entire Premises unsuitable that cannot reasonably be expected to be repaired within

forty-five (45) days following same or, if the Property is damaged by fire or other casualty not the fault of or attributable to LESSEE or its agents or contractors or subcontractors, so as to render the entire Premises unsuitable so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease. Notwithstanding such termination, LESSEE shall continue to pay the appropriate Rent or Holdover Rent and any monies due LESSOR until all of the removal and restoration requirements above are met. In the event LESSEE does not terminate this Lease in the event of such casualty, LESSEE shall be permitted to place a temporary facility on the Property in a location approved by LESSOR during restoration or repair of the Premises and Rent shall continue at the then-current rate in effect.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. The Parties will each be entitled to make their own claims as allowed by law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the specific exercise of that power shall be treated as a taking by condemnation.

Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If LESSEE does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

35. SUBMISSION OF LEASE / PARTIAL INVALIDITY / AUTHORITY. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and

authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's occupancy and use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

Notwithstanding the foregoing, nothing in this Paragraph shall permit LESSEE to expand the Premises for any reason, except with LESSOR's prior written consent, which LESSOR may withhold in its sole but reasonable discretion. The Parties acknowledge and agree that this Paragraph constitutes a material provision of this Agreement.

37. BANKRUPTCY.

a. LESSOR and LESSEE hereby expressly agree and acknowledge that it is the intention of both Parties that if, during the Term of this Lease, LESSEE becomes a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the Code), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

b. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to LESSOR an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR shall be the exclusive property of LESSOR, and shall not constitute property of the LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code. Any monies or other considerations constituting LESSOR's property under the preceding sentence not paid or delivered to LESSOR shall be held in trust for the benefit of LESSOR and be promptly paid to LESSOR.

38. SUBMISSION OF LEASE / PARTIAL INVALIDITY / AUTHORITY. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the

person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

39. EXHIBITS. All Exhibits referenced in this Lease and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease and those of any Exhibit attached hereto, this Lease proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by LESSOR shall prevail over those prepared by LESSEE, unless those prepared by LESSEE have been approved by LESSOR as indicated by LESSOR's authorized initials thereupon.

40. ATTORNEYS' FEES. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees if awarded in the sole discretion of the Court. With respect to any provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys and their staff shall be valued at the average hourly rate for independent legal counsel prevailing in _____ at the time any award is made by the Court.

41. LESSOR'S STATUTORY REMEDY. LESSOR shall have the remedy described in the _____ Civil Code (LESSOR may continue this Agreement in effect after LESSEE's breach and abandonment and recover Rent as it becomes due, if LESSEE has the right to sublet or assign, subject only to reasonable limitations).

42. PAYMENT OF SUMS DURING BREACH. The receipt of any sum paid by LESSEE to LESSOR after a non-monetary breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by LESSOR.

43. RELOCATION. In the event LESSOR intends to redevelop the Property and the location of the Premises would otherwise hinder LESSOR's plans to redevelopment, LESSOR has the one-time right to relocate the Premises, upon at least twelve (12) months prior written notice to LESSEE, to an alternate location (the "Relocation Premises") on the Property, provided that:

a. LESSOR shall use best efforts to locate and propose a Relocation Premises on the Property that is in the general size and configuration of the Premises and that LESSEE reasonably consents to the proposed Relocation Premises;

b. LESSEE will be able, with reasonable effort, to maintain or obtain all necessary licenses, permits or approvals to operate the Communication Facility on the Relocation Premises;

c. No material interference or material degradation to LESSEE's use of the Communications Facility will result;

d. LESSEE shall be able to locate and use a temporary communications facility, such as a cell on wheels ("COW"), on the Property in a location mutually agreeable to LESSOR and LESSEE, including receiving all necessary licenses, permits or approvals until such time as LESSEE has fully relocated the Communication Facility to the Relocation Premise;

e. All reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required Governmental Approvals and/or costs for Tests of the Relocation Premises shall be paid by:

1. LESSOR in the event LESSOR exercises the one-time right to relocate the communication facility during the Initial Term or the first Renewal Term; or
2. LESSEE in the event that LESSOR exercises the one-time right to relocate the Communication Facility following the expiration of the first Renewal Term; and

f. Such relocation will be performed exclusively by LESSEE or its agents.

g. LESSOR will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on the Property to which LESSEE may relocate the Communication Facility. LESSOR and LESSEE hereby agree that a survey (prepared at the sole cost and expense of the LESSOR) of the Relocation Premises (including the access and utility easements) will supplement Exhibit hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

44. PERFORMANCE BOND. With thirty (30) days after the Effective Date, LESSEE shall provide LESSOR with a performance bond in substantially the form attached hereto as Exhibit D and incorporated herein by this reference, in the amount of One Hundred Thousand and no/100 Dollars (\$100,000) as security for the faithful performance by LESSEE of all the terms, covenants, and conditions of this Agreement to be kept and performed by LESSEE during the construction of the Communication Facilities, for the repair and or maintenance thereof, to permit LESSOR to remove any abandoned portion of the Communication Facility, and to permit LESSOR to restore any affected portion of the Property back to substantially the condition that existed immediately prior to the Effective date ("Performance Bond"). The Performance Bond shall be in such form as reasonably approved by LESSOR. LESSEE's failure to at all times maintain this Performance Bond in full force and effect throughout the Term and until discharged by LESSOR after the Communication Facility and Property have been returned to LESSOR after termination shall be a material breach of this Agreement. Upon the expiration or earlier termination of this Agreement, LESSOR shall provide LESSEE written confirmation of the termination of the Performance Bond in a form suitable to LESSEE.

45. WAIVER. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administrations of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

Any waiver by either Party of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

46. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

47. COMPLIANCE WITH LAWS. The parties shall at all times comply with all federal, State and local laws and statutes, rules and regulation and judicial or administrative tribunal orders that in any manner affect the performance of this Agreement. The Parties intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

48. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties regarding LESSEE's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this

49. LIENS. Throughout the Term, LESSEE shall keep the entire Premises free and clear from all liens and encumbrances. LESSEE shall at all times timely and fully pay and discharge any and all claims on which any such liens or encumbrances may or could be based in connection with the Permitted Use, and shall indemnify LESSOR against all such liens or encumbrances, claims of liens or encumbrances, and suits or other procedures that pertain thereto. Notwithstanding anything to the contrary in this Lease, LESSEE shall not have the right to execute or sign any document, instrument, or agreement, or to record or cause to be recorded any lien, encumbrance, or obligation that burdens the Property or Premises nor place any sign or advertisement on the Property or Premises without the prior written consent from LESSOR, which LESSOR may withhold for any or no reason.

50. SURVIVAL. The provisions of the Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease t which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

51. CAPTIONS. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit “A”

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

Exhibit "B"

PREMISES; ACCESS RIGHT-OF-WAY AND UTILITY RIGHT-OF-WAY

[INSERT FULL SET OF LESSEE CONSTRUCTION DRAWINGS (100%) HERE
PRIOR TO EXECUTION]

Exhibit “C”

MEMORANDUM OF OPTION AGREEMENT AND LAND LEASE AGREEMENT

[To be inserted prior to execution]

Exhibit “D”

RENTAL DOCUMENTATION

[To be inserted prior to execution]

Exhibit “E”

PERFORMANCE BOND

[To be inserted prior to execution]