TOWN OF BROOKFIELD

WARNING: NOTICE OF SPECIAL TOWN MEETING

The legal voters of the Town of Brookfield, and those entitled to vote therein, are hereby warned and notified to meet at the Brookfield High School Media Center, 45 Long Meadow Hill Road, Brookfield, CT, on Monday, February 3, 2014, at 7:00 p.m., for the purpose, to wit:

1. To consider and to vote upon a resolution approving Homeland Towers, LLC Option and Ground Lease Agreement with the Town of Brookfield pursuant to Town Charter Section C9-4A (4), for a proposed cell tower on a parcel of municipal land consisting of 5,625 square feet and comprising a portion of a 43.28 acre parcel of land located at 100 Pocono Road. A copy of the lease is available at the Town Clerk's Office and the Town website www.brookfieldct.gov.

2. To do any and all things which may be legally necessary or appropriate to accomplish the above named purposes.

Dated at Brookfield, Connecticut, this 6th day of January, 2014.

William N. Tinsley
Martin E. Flynn, Jr.
William R. Davidson

Selectmen of the Town of Brookfield

Item 3E

HOMELAND TOWERS

Lease Cover Memo

October 11, 2013

First Selectman Bill Davidson
Town of Brookfield
100 Pocono Road
Brookfield, CT 06804

Re: Homeland Towers Lease CT777 (Brookfield) with Town of Brookfield

To: Selectman Bill Davidson

From: Ray Vergati

Please find enclosed the following documents requiring signatures:

1. (4) Option and Ground Lease Agreements
2. (2) Memorandum of Agreements

Kindly sign, initial and notarize where tabbed on all documents. Please return (4) executed copies of Option and Ground Lease Agreements and (2) executed copies of MOL's to my attention at: Homeland Towers, 22 Shelter Rock Lane, Building C, Danbury, CT 06810. In addition, please provide a current W-9 form. Upon receipt, Homeland Towers will immediately countersign and return (2) original fully executed agreements to the town.

Regards,

Ray Vergati
203-605-9646
Site Development Manager
Homeland Towers LLC

SITE NAME: **Brookfield**
LESSOR: **Town of Brookfield**
LEASE NO.: **CT777**

OPTION AND GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2013 (the "Effective Date") by and among **Town of Brookfield** ("LESSOR") and **HOMELAND TOWERS, LLC**, a New York limited liability company ("LESSEE").

Recitals

A. WHEREAS, LESSOR is the owner of the following described property located at 100 Pocono Road, Brookfield, County of Fairfield, CT 06804 (APN #: Map E10, Lot 014), a legal description of which is set forth in **Exhibit "A"** hereto (the "Property"); and

B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Option to Lease and Leased Premises. (a) In consideration of the payment of One Thousand and 00/100 Dollars ($1,000.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for one (1) additional twelve (12) month period (an "Extension Period") by giving written notice to LESSOR prior to the end of the Initial Option Period, which notice shall be accompanied by an additional option fee payment of One Thousand and 00/100 Dollars ($1,000.00) (the "Extension Option Fee"). During the Extension Period if LESSEE has submitted an application(s) for the Governmental Approvals, including, without limitation, commencement of zoning of the Leased Premises, LESSEE shall have the right to further extend the Option for one (1) additional six (6) month period ("Additional Extension Period") by giving written notice to LESSOR prior to the end of the Extension Period, which notice shall be accompanied by an additional option fee payment of Five Hundred and 00/100 Dollars ($500.00) (the "Additional Option Fee"). As used herein, "Option Period" means the Initial Option Period and the Extension Period and/or the Additional Extension Period, as applicable.

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

(d) LESSOR hereby leases to LESSEE the Leased Premises and LESSEE hereby leases from LESSOR the Leased Premises upon the terms and conditions contained in this Agreement. The Leased Premises consists of certain ground space on the Property sufficient for the construction and maintenance of Lessee's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted in **Exhibit "B"** hereto (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at 100 Pocono Road, Brookfield, CT, is comprised of approximately five thousand six hundred twenty five (5,625) square feet of ground space.

2. Term.

(a) The initial Term of the Agreement shall be ten (10) years (the "Initial Term"), commencing on the date of LESSEE's exercise of the Option ("Commencement Date"). Upon exercise of the Option, LESSEE shall notify LESSOR of the Commencement Date. LESSEE shall have the right to extend this Agreement for nine (9) renewal terms of five (5) years each (each, a "Renewal Term"; the Initial Term and any Renewal Term are hereinafter referred to collectively as the "Lease Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

(b) If LESSEE elects not to exercise LESSEE's right to renew the Term or any Renewal Term, as the case may be, LESSEE shall notify LESSOR, in writing, of LESSEE's intention not to renew this Agreement, at lease sixty (60) days prior to the expiration of the then current term. Unless LESSEE notifies LESSOR, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this Agreement shall continue pursuant to the terms hereof.

(c) If LESSOR remains in possession of the Leased Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement. In such event, the rent hereunder shall increase to 125% of the rent in the last Renewal Term of this Agreement.

(d) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

3. Permitted Use; Governmental Approvals; Construction; Removal.

(a) The Leased Premises shall be used by LESSEE, in its sole judgment, for the construction, maintenance, replacement, modification, installation, upgrading, rebuilding, relocation and/or operation of the Telecommunication Facilities for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. The Telecommunication Facilities shall be initially configured as generally set forth in **Exhibit "C"** hereto (the "Site Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term. LESSEE shall install fencing around the Leased Premises and ensure that access to the Leased Premises and the Telecommunications Facilities is locked when LESSEE or its Customer, agents, representatives or agents are not performing construction, maintenance or other work at the Leased Premises. LESSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable governmental and/or regulatory entities including, but not limited to all necessary building permits and certificates of occupancy (collectively, the "Governmental Approvals"), all at LESSEE's sole cost and expense.

(b) LESSOR hereby authorizes LESSEE to prepare, execute, and file all required applications for the Governmental Approvals, subject to the approval of the LESSOR, not to be unreasonably withheld, conditioned or delayed. LESSEE shall be responsible for vigorously and diligently defending on its behalf (but not representing LESSOR) all Governmental Approvals granted for the Telecommunications Facilities and Leased Premises, including any approvals made by a board or commission of the LESSOR, which are challenged by a third party in any administrative agency or court of law.

(c) LESSEE shall have the right, at LESSEE's expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for LESSEE's use of the Leased Premises. Such testing by LESSEE shall not unreasonably interfere with the operations of the LESSOR at the Property. In addition to the provisions of Section 7 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

(d) Upon obtaining all Governmental Approvals, LESSEE shall have the right, at LESSEE's expense, to construct and maintain the Telecommunications Facilities on the Leased Premises. In this regard, LESSEE shall have the right to install, at LESSEE's sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property. All work by LESSEE shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Leased Premises by LESSOR and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work. Notwithstanding the above, if commercially reasonable and to the extent available by the utility provider(s), LESSEE agrees that utilities shall be installed underground.

(e) LESSOR shall have the right to install, maintain and operate communications equipment described on Exhibit E, for use by LESSOR for governmental purposes, (collectively, "LESSOR's Equipment"), on LESSEE'S Telecommunications Facilities and otherwise on the Leased Premises. LESSEE shall determine the location of LESSOR's Equipment at the Leased Premises, including the location on LESSEE's Telecommunications Facilities, and LESSEE hereby agrees that LESSEE, its agent or representative shall install LESSOR's Equipment during the construction of the Telecommunications Facilities at no charge to LESSOR. If at any time LESSEE desires to relocate LESSOR's Equipment, LESSEE may do so, at LESSEE's expense, provided that (i) LESSEE obtain the prior written consent of LESSOR, which consent shall not be unreasonably withheld, and (ii) the use of LESSOR's Equipment as described in this Section 3(e) is not affected.

(f) Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof. If LESSEE has not removed the Telecommunications Facilities within ninety (90) days after the expiration or earlier termination of the Agreement, LESSOR shall: (i) have the right to purchase the Telecommunications Facilities from LESSEE for One and 00/100 ($1.00) Dollar. At such time, ownership in the Telecommunications Facilities shall transfer to the LESSOR and LESSEE shall have no further obligations of the Telecommunications Facilities or under this Agreement; or (ii) provide notice to LESSEE requiring the removal of the Telecommunications Facilities within thirty (30) days of LESSEE's receipt of LESSOR's notice. LESSEE shall then remove Telecommunications Facilities (excepting the foundation), and restore the Leased Premises to substantially the condition existing on the Commencement Date, except for any tree, shrub or other vegetation that was removed and for ordinary wear and tear and casualty loss. If LESSOR elects to have LESSEE remove the Telecommunications Facilities, LESSEE shall remove the tower foundation down to grade. Upon commencement of construction, LESSEE agrees to post a removal bond for the removal costs (the "Removal Bond"), as determined by an independent third party mutually agreed upon by LESSOR and LESSEE. LESSOR acknowledges and agrees that in the event LESSEE is required to post a bond for removal of the Telecommunications Facilities by any governmental/municipal authority in connection with or associated with the Governmental Approvals, such removal bond shall satisfy the requirements of the Removal Bond in this Section 3(f) and LESSEE shall not be required to obtain a separate bond as herein stated.

4. <u>Access; Utilities and Taxes</u>.

(a) LESSOR hereby grants LESSEE access to the Leased Premises over, under and across the Property ("Access Rights") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Telecommunications Facilities and any associated utilities. The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) shall automatically extend to all of LESSEE's agents, representatives, contractors, invitees and vendors, as well as to all Customers, subtenants and their agents, representatives, contractors, invitees and vendors.

(b) LESSOR's access to the Leased Premises shall be restricted, except as to repair and replacement of its equipment, as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to LESSEE; (ii) LESSOR shall take commercially reasonable precautions to ensure that no damage occurs to the Telecommunications Facilities or other improvements or any of the property of LESSEE or any subtenant during or as a result of such access; and (iii) LESSOR shall promptly repair, to LESSEE's reasonable satisfaction, any damage caused as a result of any such access. The Brookfield Police and Fire Department shall have access (including keys) for emergency purposes.

(c) LESSEE shall have the right to obtain, for itself and on behalf of its subtenants, sufficient utility services to the Leased Premises, including, without limitation, electric service, fiber and telephone service. Subject to LESSOR's reasonable approval of the location (which may be along the Access Rights) and at LESSEE's sole cost, LESSEE shall have the right to install conduits, utility lines, related equipment and other items to connect the Leased Premises to such utility services. At the time of such installation by LESSEE, LESSEE (at LESSEE's sole cost and expense) shall provide conduits and sufficient electrical capacity to allow LESSOR to operate LESSOR's public safety antenna systems at the Leased Premises. Such installation by LESSEE shall not unreasonably interfere with the operations of the LESSOR at the Property. LESSEE shall pay any charges to install utilities to the Leased Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by LESSEE at the Leased Premises. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

(d) LESSEE shall pay to LESSOR, or directly to the appropriate taxing authority, all personal property taxes assessed by the Town of Brookfield on the Telecommunications Facilities and other improvements owned by LESSEE on the Leased Premises. LESSEE shall pay to LESSOR, or directly to the appropriate taxing authority, any and all personal property taxes and assessments

imposed by the Town of Brookfield with respect to the Telecommunications Facilities located at the Leased Premises. LESSOR shall be responsible for all real and personal property taxes, assessments and similar charges assessed against the Property and LESSOR's property thereon.

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly rent the greater of an amount equal to: (i) One Thousand Eight Hundred and No/100 Dollars ($1,800.00) ("Base Rent") or (ii) Twenty Five percent (25%) of all Gross Income collected by LESSEE ("Percentage Rent", together with the Base Rent, known as "Rent"). Commencing with the installation of equipment and first payment to LESSEE by LESSEE's second broadband Customer (not to include LESSOR or Town of Brookfield), LESSEE shall increase Base Rent to Two Thousand and No/100 Dollars ($2,000.00). The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Town of Brookfield, Town Hall Complex, P O Box 5106, Brookfield, CT 06804. As used herein, "Rent Commencement Date" means the earlier of (i) the six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) During the Initial Term and any Renewal Terms, the monthly Base Rent shall be increased by an amount equal to three percent (3%) over the Base Rent applicable during the previous year and on such subsequent anniversary thereof to an amount equal to three percent (3%) of the monthly Base Rent in effect immediately prior to the adjustment date.

(c) Gross Income shall be defined as the income actually received by LESSEE from the Customers during the applicable month or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Customers are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Customers; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Customers for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Agreement.

(d) Effective on each anniversary of the Commencement Date, LESSEE shall remit provide LESSOR a statement of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Chief Financial Officer (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSOR's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in

the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 10 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 10 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party's termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 7(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

8. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

9. Indemnification. Subject to the provisions of Section 11 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Premises or the Property. LESSOR shall indemnify and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Leased Premises or the Property. The terms set forth in this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 9 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 9 above), from and against any and all Claims (as also defined in Section 9) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Insurance. (a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: $1,000,000.00 for injury to any one (1) person, and $2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Leased Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 11 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 11 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 11(c) shall survive the expiration or earlier termination of this Agreement.

12. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to lease the Property or any portion thereof for use as Telecommunications Facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR will not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

13. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE to: Homeland Towers, LLC
Attn: Manuel Vicente
22 Shelter Rock Lane, Building C
Danbury, CT 06810
Telephone: 203-297-6345
Facsimile: 203-797-1137

If to LESSOR to: Town of Brookfield
Attn: First Selectman
100 Pocono Road
Brookfield, CT 06804
Telephone: 203-775-7308
Facsimile: 203-775-5316

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

14. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining

Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest and/or mortgage in LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, Texas 75039, or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

15. Assignment and Subletting LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent. Upon notification to LESSOR of such assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

16. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to lease or purchase the Property (in whole or in part), LESSOR's interest under this Agreement, LESSOR's rights to receive rents under the term of this Agreement and/or the portion of the Property on which the Leased Premises is located ("Subject Property"), whether in fee or by grant of an easement and/or to enter into a lease or option after the term of this Agreement that LESSOR is willing to accept, LESSEE shall have the right of first refusal ("Right of First Refusal") to so lease or purchase the same. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer and LESSEE shall have not less than thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with

respect thereto. If LESSEE exercises its right to purchase the Subject Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if LESSEE fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer (but not with respect to any subsequent Bona Fide Offers if LESSOR fails to sell or lease to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty days (180) of the date of LESSEE's waiver of such Right of First Refusal). The parties agree and acknowledge that the Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of Seller (which assets include the Property).

17. LESSOR Equipment. During the term of this Agreement, LESSOR shall have the non-exclusive right to install, maintain, and operate radio communications equipment (the "Lessor Equipment"), subject to the availability of space at the Site. LESSOR shall enter into an agreement with LESSEE similar in form and substance to the Communications Use Agreement attached as **Exhibit "D"**, annexed hereto and made a part hereof.

18. Miscellaneous. (a) This Agreement, including Exhibits A-E hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR's organizational documents which may include, by way of example, LESSOR's Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR's authority, right, and ability to enter into this Agreement as well as the signature authority of the LESSOR representative who executed this Agreement on LESSOR's behalf..

(c) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "E"** (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "Leased Premises Legal Description"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Property shall be subject to this Agreement and LESSEE's rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Property are located, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

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(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

Town of Brookfield
("LESSOR")

By: _____
Name:
Title:

Tax ID: _____

Homeland Towers, LLC
("LESSEE")

By: _____
Name:
Title:

SCHEDULE A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, containing 43.28 acres, more or less, situated on the Westerly side of Pocono Road in the Town of Brookfield, County of Fairfield, and State of Connecticut, and bounded and described as follows:

NORTHERLY: in part by Silvermine Road, by land now or formerly of Felix M. Ptak, Silvermine Road again, and by land now or formerly of Edward Ptak;

EASTERLY: in part by land now or formerly of Felix M. Ptak, Pocono Road, land now or formerly of Edward Ptak, Pocono Road, and land now or formerly of Walter E. Hagley and Mildred Hagley;

SOUTHERLY: in part by land now or formerly of Edward Ptak, land now or formerly of Walter E. Hagley and Mildred Hagley, and land now or formerly of Robert R. Goodfellow, et ux; and

WESTERLY: by the Still River, and land of the State of Connecticut.

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION OF LEASED PREMISES[1]

__X__ The Leased Premises includes ground space.

____ The Leased Premises includes rooftop space.

Refer to Exhibits A and C for descriptions

[1] LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description to LESSOR, such Legal Description shall replace the text of this Exhibit.

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN[2]

[2] LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

ALL-POINTS TECHNOLOGY CORPORATION
3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-283-150

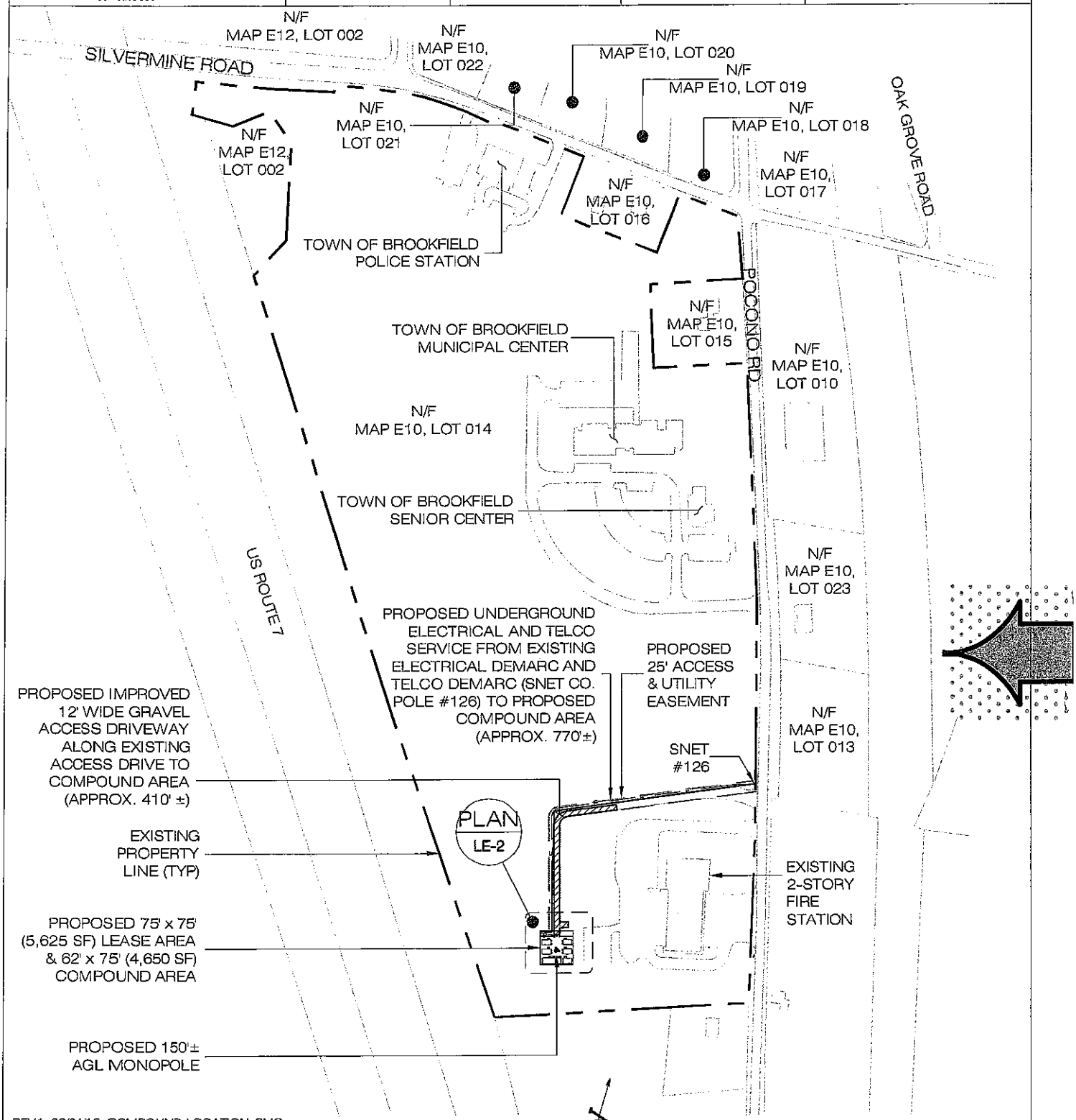
LE-1

SCALE: AS NOTED	DRAWN BY: RCB
DATE: 03/20/12	CHECKED BY: SMC

HOMELAND TOWERS
46 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS: CT777 - BROOKFIELD

CT777 - BROOKFIELD
100 POCONO ROAD
BROOKFIELD, CT 06804-3322



REV1: 02/04/13: COMPOUND LOCATION: SMC

SITE PLAN

SCALE : 1" = 300'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

ALL-POINTS TECHNOLOGY CORPORATION
3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-283-150

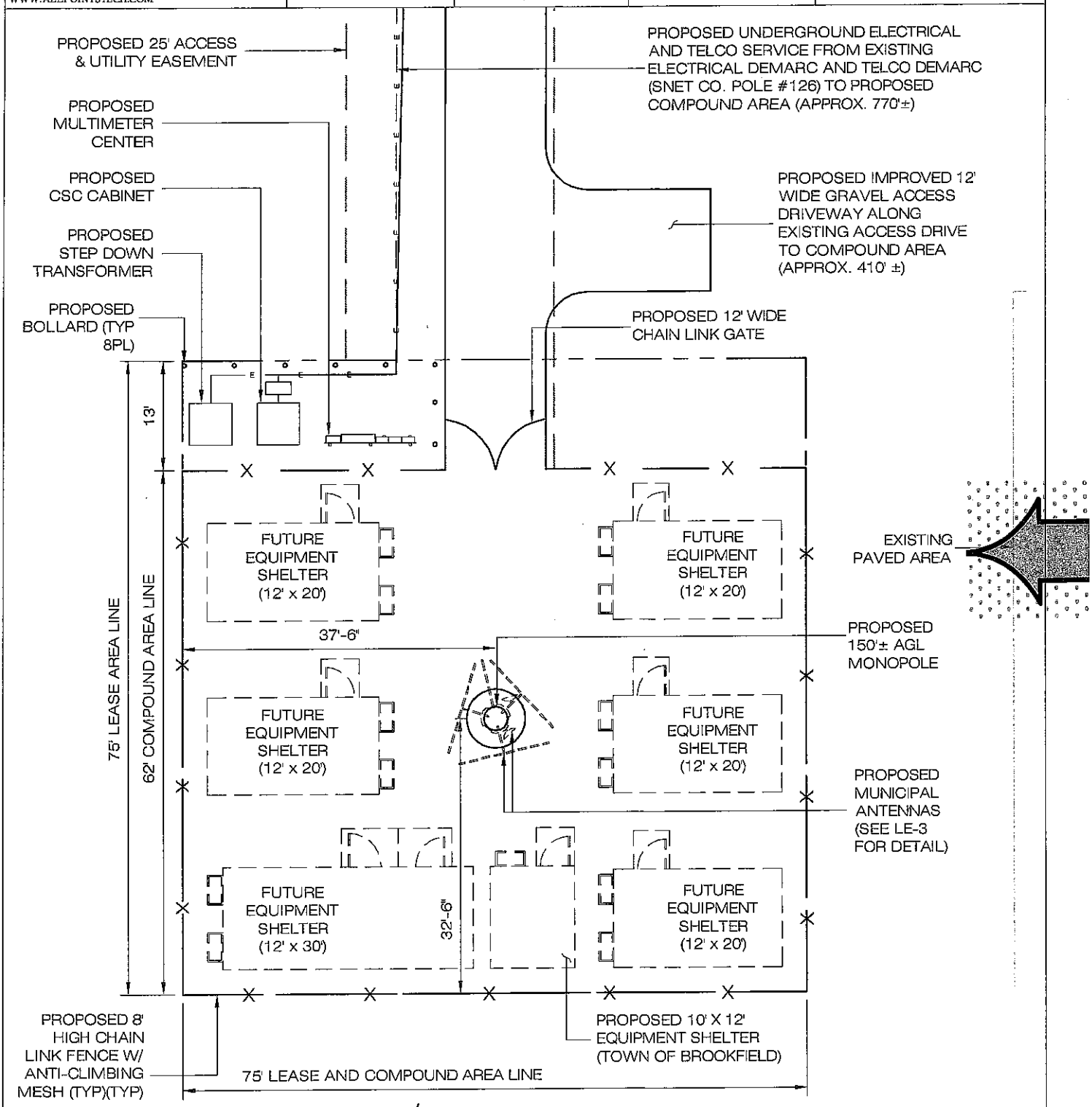
LE-2

SCALE: AS NOTED	DRAWN BY: RCB
DATE: 03/20/12	CHECKED BY: SMC

HOMELAND TOWERS
46 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS:
CT777 - BROOKFIELD

CT777 - BROOKFIELD
100 POCONO ROAD
BROOKFIELD, CT 06804-3322



COMPOUND PLAN

SCALE : 1/16" = 1'-0"

REV1: 02/04/13: COMPOUND LOCATION: SMC

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

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3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-283-150

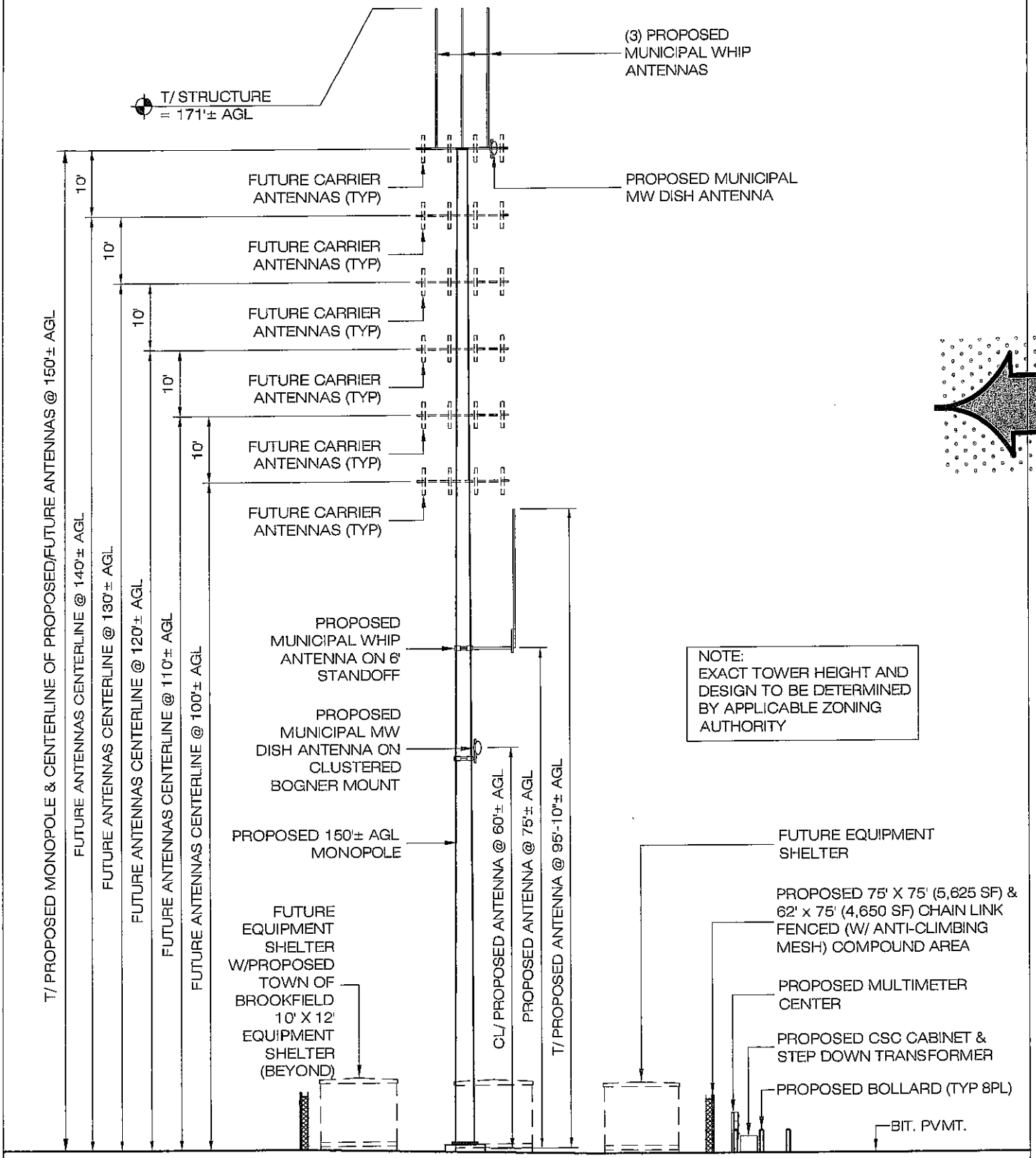
LE-3

SCALE: AS NOTED	DRAWN BY: RCB
DATE: 03/20/12	CHECKED BY: SMC

HOMELAND TOWERS
46 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS: CT777 - BROOKFIELD

CT777 - BROOKFIELD
100 POCONO ROAD
BROOKFIELD, CT 06804-3322



REV1: 02/04/13: COMPOUND LOCATION: SMC

EASTERN ELEVATION

SCALE : 1" = 20'-0"

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT

COMMUNICATIONS USE AGREEMENT FOR LESSOR EQUIPMENT

(Attached)

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this ___ day of _____, 2013 ("Commencement Date"), between _____ ("LICENSOR") and _____, a _____ ("LICENSEE").

1. Scope of License. Subject to the terms and conditions of this Agreement and the Maser Lease (as hereinafter defined), LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment ("Equipment") described in the attached **Exhibit A**, annexed hereto at LICENSOR's communication site located at _____ ("Site"), annexed hereto, at the location ("Licensed Premises") described in Exhibit A.

2. Term. (a) The "Term" of this Agreement shall commence on the Commencement Date and shall continue thereafter concurrent with the Master Lease.

3. License Fee. (a) On the Commencement Date, LICENSEE shall pay to LICENSOR an annual fee of One and 00/100 ($1.00) Dollar ("License Fee"). LICENSEE agrees that payment of the License Fee or other sums due hereunder shall be due and paid without the necessity of a demand or invoice from the LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE's sole cost and expense to measure LICENSEE's electric consumption. LICENSEE shall pay directly to the public utility company for the installation of the meter and for any electricity consumed by LICENSEE at the Site.

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

4. Inspection of Licensed Premises. The Licensed Premises shall be provided in **"AS IS"** condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower(s), as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities ("Governmental Approvals").

(b) LICENSEE shall install, construct, and maintain the Equipment on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in attached **Exhibit B** ("Installation and Maintenance Standards"), annexed hereto. Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term is subject to the following:

(i) LICENSEE shall submit in writing all plans for such installations, modifications or changes for LICENSEE's written approval, such approval not to be unreasonably withheld or delayed, to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be

deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises.

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

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

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

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

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

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

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

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

7. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof; if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice. However, that in the event of an emergency, LICENSOR shall have the right to make such

modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. Removal of LICENSEE's Equipment. At the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, arising out of LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect of LICENSEE's Equipment.

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

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

12. Insurance. LICENSEE shall keep insurance in full force and effect during the term of this Agreement in accordance with such terms and amounts referenced in **Exhibit E.** LICENSEE shall furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

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

If to LICENSOR: If to LICENSEE:

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

14. Default. (a) Any one or more of the following events shall constitute a default ("Default") under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed; or (iv) LICENSEE's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after LICENSOR gives written notice thereof to LICENSEE.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

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

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld or delayed.

16. Master Lease. LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Lease Agreement dated _____ (hereinafter referred to as "Master Lease"), between _____ (hereinafter referred to as "Master Licensor") and LICENSOR. This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Licensor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

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

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

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

19. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space

suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period.

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

This Agreement is executed as of the date reflected on page one hereof.

LICENSOR:

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A to Communications License Agreement

Equipment

1. **FREQUENCIES OF OPERATION:** *TRANSMIT*: 160-174 MHz; 4.4-5.0 GHz
   RECEIVE: 160-174 MHz; 4.4-5.0 GHz

2. **POWER:**
   Power Provided By: Utility Co.
   Power Requirements: 200 Amps, _____ Volts
   Batteries: Quantity _____ Make: _____ Model: _____
   Generator: NONE
   Telco: _____ (POTS) _____(T1) _____(Microwave) _____(Fiber Optics)

3. **FCC CALL LETTERS:** Copy of FCC license to be provided to LICENSOR prior to installation of LICENSEE's Equipment.

4. **TRANSMITTER(S):**

   Make: _____
   Model: _____
   Power Output: 500 watts
   ERP: _____
   Number: _____

   RECEIVER(S):

   Make: _____
   Model: _____
   Number: _____

5. **ANTENNA(S)/DISH(ES):**

   Make: dbSpectra
   Model: DS1G06F36U-D
   Dimensions: 20.8" (66 lbs)
   Number: Four (4)

   Make: Radiowaves
   Model: SPD2-4.7
   Dimensions: 2' (22 lbs)
   Number: Two (2)

6. **TRANSMISSION LINE(S):**

   Make: _____
   Size: ½"
   Number: Six (6)

7. **LICENSED PREMISES:**

   (a) Space for: (i) three (3) antennas mounted at the 150' level, and (ii) one (1) antenna mounted at the 75' level of the tower (mounting method and exact location of antennas and related transmission line(s) subject to LICENSOR's approval).

   (b) Space for: (i) one (1) dish mounted at the 60' level, and (ii) one (1) dish mounted at the ____' level of the tower (mounting method and exact location of dishes and related transmission line(s) subject to LICENSOR's approval).

   (c) Ground space measuring 10' x 12' for LICENSEE's equipment shelter (exact location of ground space subject to LICENSOR's approval).

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

EXHIBIT B to Communications License Agreement

Installation and Maintenance Standards

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

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

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

Transmission Line(s):
- All transmission lines shall be Heliax® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflect B Series or approved equal).

- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via Licensor provided "unistrut" waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee's equipment shall be by "Superflex"® cable, Heliax® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee's equipment.

Power Cable Installations:

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

Grounding Requirements:

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

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR during normal business hours at (888) 748-3647 or after hours to the Emergency Telephone Number at (949) 443-5810.

Removal of Installed Equipment:

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

EXHIBIT "E" TO OPTION AND GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE ATTACHED

RECORDING REQUESTED BY

Record and Return to:

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this _____ day of _____, 2013 by and between _____ ("Lessor") and _____ ("Lessee"), is a record of that certain Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 20__. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain parcel of real property described in Exhibit "A" hereto (the "Property").

2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."

3. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

4. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, and (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease.

5. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

6. Ratification of Lease. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease.

Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease as of the date first above written.

_____
("LESSOR")

By:_____

Print Name: _____

Print Title: _____

State of _____
County of _____

On _____, before me, (here insert name and title of the officer), personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Commission No.:_____

My Commission Expires:_____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease as of the date first above written.

_____
("LESSEE")

By:_____

Print Name:_____

Print Title:_____

State of _____
County of _____

On _____, before me, (here insert name and title of the officer), personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Commission No.:_____

My Commission Expires:_____

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY