CELL TOWER LEASE

This Cell Tower Lease (this "Lease") is made on _____ between the landlord and the tenant named below. The landlord leases space on its property to the tenant so that the tenant can install and operate wireless communications equipment there.

Landlord: _____, mailing address _____.

Tenant: _____, a _____, acting through _____, its _____, mailing address _____.

1. THE PROPERTY AND THE PREMISES

Property: the real property known as _____, in _____ County, State of _____, parcel number _____, legally described as _____ or in Exhibit A (the "Property").

Type of site (check one): [ ] ground space for a new tower built by the tenant, no more than _____ feet tall; [ ] space on the roof of a building; [ ] space on the landlord's existing tower at about _____ feet; [ ] space on a water tank or other structure.

Premises: _____ _____ (the "Premises"). The tenant may install, operate, maintain, replace and upgrade antennas, cables, equipment cabinets and related equipment on the Premises (the "Facility"). The Facility stays the tenant's personal property. Backup generator with fuel tank: [ ] allowed [ ] not allowed (batteries only).

2. ACCESS AND UTILITIES

For the term, the landlord grants the tenant non-exclusive easements for access to the Premises over _____, and for utility lines serving the Facility along _____. Access hours (check one): [ ] at any time; [ ] emergencies at any time, routine work 8:00 a.m. to 6:00 p.m. on business days after 24 hours' notice. The landlord may relocate an easement at its own cost on 60 days' notice if service is not interrupted. The tenant pays for its own utilities.

3. USE, COMPLIANCE AND APPROVALS

The tenant may use the Premises only for a wireless communications facility. At its own cost, the tenant complies with all laws and with FCC and FAA rules, including radio-frequency exposure limits, FAA notice, and any antenna structure registration, lighting and marking that the Facility requires. The landlord signs permit applications as owner at no cost to itself.

Approvals contingency (check one): [ ] the tenant may end this Lease if it cannot obtain its permits within _____ months after signing; [ ] none.

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4. TERM AND RENT

Initial term: _____ years starting on _____ (the "Commencement Date"). Renewal terms: _____ terms of _____ years each, which (check one) [ ] renew automatically unless the tenant gives notice not to renew at least 90 days before the term ends; [ ] renew only if the tenant gives notice to renew at least 90 days before the term ends.

Rent: $_____ (check one) [ ] per month, due by the fifth day of each month; [ ] per year, due on the Commencement Date and each anniversary. Increases (check one): [ ] _____ percent each year; [ ] each year by the CPI-U, capped at _____ percent; [ ] _____ percent at the start of each renewal term; [ ] none.

Co-location by other carriers on the tenant's facility (check one): [ ] allowed, with _____ percent of co-location rent paid to the landlord quarterly; [ ] allowed with no extra rent; [ ] only with the landlord's written consent; [ ] not allowed. The landlord (check one) [ ] may [ ] may not lease other parts of the Property to other wireless providers, and any later user must not interfere with the Facility.

5. STRUCTURE, MAINTENANCE AND INSURANCE

On a roof, tower or structure, the tenant obtains a structural analysis by a licensed engineer before installing or adding load, pays for any reinforcement, protects the roof warranty, and moves its equipment temporarily on 60 days' notice when the landlord must repair the structure. The tenant maintains the Facility, keeps the Property free of liens and brings no hazardous substances except batteries and permitted generator fuel.

The tenant carries liability insurance of at least $_____ per occurrence naming the landlord as additional insured. Each party indemnifies the other for its own negligence. Property tax (check one): [ ] the tenant repays any increase caused by the Facility; [ ] the landlord pays all real estate taxes out of the rent.

6. TERMINATION AND REMOVAL

The tenant may end this Lease on 90 days' notice (check one): [ ] only if it loses its permits, the site is destroyed or interference cannot be fixed; [ ] also if the site becomes technically or economically unsuitable; [ ] for any reason, paying a fee of _____ months' rent. The landlord may end it only for the tenant's uncured default (30 days for rent, 60 days for other duties after notice).

Within 120 days after this Lease ends, the tenant removes the Facility, including any tower foundations to three feet below grade, and restores the Premises. Removal bond of $_____: [ ] required [ ] not required.

7. TRANSFERS AND GENERAL TERMS

Assignment by the tenant (check one): [ ] without consent to an affiliate or a buyer of its wireless business; [ ] only with the landlord's consent, not unreasonably withheld. Tenant's right of first refusal (check one): [ ] none; [ ] only on a sale of this Lease, the rent or an easement; [ ] also on a sale of the whole Property.

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The lease is subordinate to a mortgage only with a non-disturbance agreement. Notices go in writing to the addresses above. This is the whole agreement; changes must be in writing. The law of the State of _____ governs. It may be signed in counterparts and electronically. Additional terms: _____

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____

MEMORANDUM OF LEASE

Prepared by and, after recording, return to: _____. Parcel number: _____.

This Memorandum gives notice that _____ (the "Landlord") and _____ (the "Tenant") signed a Cell Tower Lease dated _____ for space on the real property known as _____, in _____ County, State of _____, legally described as _____, with easements for access and utilities. The initial term begins on _____ and runs _____ years, with _____ renewal terms of _____ years each. Right of first refusal: _____. The Lease controls if it conflicts with this Memorandum.

Landlord signature: _____ Date: _____

Tenant signature: _____ Title: _____ Date: _____

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NOTARY ACKNOWLEDGMENT

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is signed on this Memorandum of Lease, and acknowledged signing it voluntarily for its stated purpose.

Signature of notary public: _____ Printed name: _____ My commission expires: _____ (Seal)

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