

OPTION AND GROUND LEASE AGREEMENT
STATE OF NEW HAMPSHIRE

THIS OPTION AND GROUND LEASE AGREEMENT is made as of the date of the final signature below, by and between **TOWN OF BEDFORD**, a New Hampshire municipal corporation (Federal Tax Identification Number: 02-6000061) (“Lessor”) and **BLUE SKY TOWERS, LLC**, a Delaware limited liability company (“Lessee”).

1. Definitions.

“Agreement” means this Ground Lease Agreement.

“Anchor Subtenant” means one (1) Subtenant designated by Lessee, for which Revenue Share will not be payable by Lessee to Lessor. As of the date of this Agreement, Lessee anticipates that Verizon Wireless will be designated the Anchor Subtenant. In the event the Anchor Subtenant fails to commence paying the Sublease Fee or ceases paying the Sublease Fee to Lessee at any time and for any reason during the Lease Term, Lessee shall have the right to designate a new Anchor Subtenant, for which Revenue Share shall not be payable by Lessee to Lessor.

“Approvals” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

“Base Rent” has the meaning set forth in the definition of “Rent” set forth in Section 1 of this Agreement.

“Commencement Date” means the first day of the month following the month in which the Option is exercised pursuant to Section 4(C) of this Agreement.

“Defaulting Party” means the party to this Agreement that has defaulted as provided for in Section 29 of this Agreement.

“Due Diligence Investigation” has the meaning set forth in Section 3 of this Agreement.

“Easements” and “Utility Easement” have the meanings set forth in Section 10 of this Agreement.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15

U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Initial Term” means a period of five (5) years following the Commencement Date.

“Lease Term” means the Initial Term and any Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property consisting of a parcel of approximately 100 feet by 100 feet as described in the sketch attached hereto as **Exhibit “B”**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 9.

“Lessee’s Notice Address” means Blue Sky Towers, LLC, 352 Park Street, Suite 106, North Reading, MA 01864, Attn: Jim Rech/NH-5080.

“Lessor’s Notice Address” means 24 North Amherst Road, Bedford, New Hampshire 03110.

“Lessor’s Additional Equipment” has the meaning set forth in Section 35 of this Agreement.

“Lessor’s Equipment” has the meaning set forth in Section 34 of this Agreement

“Lessor’s Additional License Agreements” has the meaning set forth in Section 35 of this Agreement.

“Lessor’s License Agreement” has the meaning set forth in Section 34 of this Agreement.

“Lessor’s Property” means the parcel of land located in the Town of Bedford, County of Hillsborough, State of New Hampshire, as shown on the Tax Map of said County as Tax Map Number 8, Lot 4, being further described in the instrument recorded in the Hillsborough County Registry of Deeds at Deed Book 2041, Page 483, a copy of said instrument being attached hereto as **Exhibit “A”**.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

“Option” means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

“Option Extension Fee” means the sum of eight hundred dollars (\$800.00).

“Option Fee” means the sum of eight hundred dollars (\$800.00).

“Option Period” means the twelve (12) month period commencing on the date of this Agreement.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises, specifically (i) a base rental payment in the amount of seventeen thousand one hundred dollars (\$19,500.00) per year, to be paid in equal monthly installments of one thousand four hundred twenty-five dollars (\$1,625.00) (“Base Rent”); plus (ii) a revenue share payment equal to fifteen percent (15%) of any Sublease Fee, excluding any Sublease Fee received by Lessee from the Anchor Tenant (“Revenue Share”). After the first year of the Lease Term and every year thereafter during the Initial Term and any Renewal Term, Base Rent shall increase by three percent (3%) over the Base Rent payable during the preceding one (1) year period.

“Revenue Share” has the meaning set forth in the definition of “Rent” set forth in Section 1 of this Agreement.

“Subtenant” has the meaning set forth in Section 33 of this Agreement.

“Sublease Fee” means the rental, license, or similar payments actually received by Lessee from each Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement, or other expenses incurred by Lessee), excluding the Anchor Subtenant. For the avoidance of doubt, in no event shall the term “Sublease Fee” include any rental, license, or similar payments received by Lessee from the Anchor Subtenant.

2. Grant of Option to Lease. In consideration of the Option Fee paid by Lessee to Lessor upon Lessee’s execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor’s Property to inspect, conduct, perform and

examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor’s Property, to apply for and obtain all licenses and permits required for Lessee’s use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor’s Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor’s Property, the environmental history of Lessor’s Property, Lessor’s title to Lessor’s Property and the feasibility or suitability of the Leased Premises for Lessee’s use as defined in this Agreement, all at Lessee’s expense (the “Due Diligence Investigation”). Activities conducted in connection with Lessee’s Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) Temporary Access Road and Easement for Due Diligence Investigation. To facilitate Lessee’s Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor’s Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor’s Property is shown on **Exhibit “B”**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. Extension, Termination and Exercise of Option.

(A) Right to Extend Option Period. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for one (1) additional one (1) year period (the “Renewal Option Period”) unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to the Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of the Renewal Option Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. Lessor’s Cooperation. During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no

action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals. Notwithstanding the foregoing, Lessee acknowledges that Lessor is a municipality and the local land use boards that will be responsible for considering Lessee's Approval application(s) exercise independent authority separate and apart from Lessor.

6. Subdivision. In the event that a subdivision of Lessor's Property is legally required to lease the Leased Premises to Lessee, Lessor agrees to seek subdivision approval at Lessee's expense.

7. Lease Term. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for five (5) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

8. Rent. Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

9. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

10. Easements. Conditioned upon and subject to commencement of the Lease Term Lessor grants the following non-exclusive easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the

facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility, as shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** (collectively, the "Easements"). Lessor may use those portions of Lessor's Property over, under, and upon which the Easements are located in a manner not inconsistent with Lessee's use thereof. TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

11. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice and upon payment of a termination fee equal to six (6) months of the then current Rent. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

12. Use of Property. The Leased Premises and the Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

13. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

14. Hazardous Materials.

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses

(including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

15. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. The failure of Lessee to pay any duly assessed personal and real estate taxes when due, and following expiration of the cure periods set forth in Section 29 of this Agreement, shall constitute cause to terminate this Agreement by Lessor upon no less than thirty (30) days prior written notice. Further, Lessee acknowledges that Lessee's failure to pay duly assessed real estate and personal property taxes when due, and following expiration of the cure periods set forth in Section 29 of this Agreement, shall constitute a lien on the Leased Premises, notwithstanding the provisions of Section 12 of this Agreement. Finally, Lessor shall have all its rights provided for in RSA Chapter 60 with respect to the collection of taxes.

16. Insurance. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

17. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights

have been waived by the insured before the occurrence of injury or loss.

18. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

19. Right of First Refusal. If, during the Option Period or the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, which Lessor is willing to consider, then, before acceptance, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

20. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

21. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

22. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall

execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

23. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

24. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

25. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

26. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

27. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

29. Default.

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) **Consequences of Lessee's Default.** Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

30. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

31. Lessor's Waiver. Lessor hereby waives and releases any right Lessor may have, whether statutory or under common law, to use the Leased Premises or any of Lessee's Improvements to secure any debt obligations of Lessor.

32. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated

by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

33. Assignment, Sublease, Licensing and Encumbrance.

(A) Assignment by Lessee. Lessee has the right, at its sole discretion, to assign its interest in this Agreement. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation.

(B) Sublease and License by Lessee. Lessee has the right, at its sole discretion, to sublease or license use of the Leased Premises, Easements, and Improvements to any third party (each a "Subtenant").

(C) Encumbrance by Lessee. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

34. Lessor's Equipment.

(A) Allowance. As additional consideration for this Agreement and the Leased Premises, Lessee shall provide the space and structural capacity necessary for Lessor to install, all at Lessor's sole cost and expense: (i) seven (7) omni antennas (Telewave ANT150F2 antennas, or antennas of substantially the same size, weight, and manufacture) at the top of Lessee's wireless communications tower (which is anticipated to be a one hundred thirty (130) foot monopole); (ii) three (3) microwave dishes (Radio Waves SPD3, or microwave dishes of substantially the same size, weight, and manufacture), provided (a) the diameter of such microwave dishes do not exceed three feet (3'); (iii) one (1) platform mount (Valmont QMSP-472 with a handrail, or substantially similar platform mount); and (iv) one (1) equipment shelter within a one hundred sixty-eight (168) square foot area (being comprised of an area twelve (12) feet by fourteen (14) feet) within Lessee's fenced compound ("Lessor's Equipment"). Lessee shall have no obligation to Lessor for Lessor's Equipment (including, but not limited to, the installation, operation, maintenance, and repair thereof) other than to provide (x) the space and structural capacity on Lessee's wireless communications tower for items (i), (ii), and (iii) of Lessor's Equipment; and (y) the space within Lessee's fenced compound for item (iv) of Lessor's Equipment. Without limiting the generality of the foregoing sentence, Lessor's Equipment shall be purchased, installed, operated, maintained, and repaired solely at Lessor's sole cost and ~~expense~~[EDI].

(B) Lessor's License Agreement. To memorialize the specific terms and conditions related to the installation, use, and operation of Lessor's Equipment, Lessor and Lessee shall execute the zero dollar (\$0) rent license agreement attached hereto as **Exhibit "D"** ("Lessor's License Agreement"). Lessor's License Agreement shall be deemed to be incorporated

into this Agreement as **Exhibit "D"** even if not physically affixed hereto.

35. Miscellaneous.

Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

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

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

DRAFT

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:
TOWN OF BEDFORD,
a New Hampshire municipal corporation

By: _____

Print Name: _____

Print Title: _____

Date: _____

LESSEE:
BLUE SKY TOWERS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT "A"

Recorded Copy of Lessor's Deed

[See attached]

DRAFT

EXHIBIT "B"

Site Sketch

[See attached]

DRAFT

EXHIBIT "C"

As-Built Survey

DRAFT

EXHIBIT "D"

Lessor's License Agreement

DRAFT

EXHIBIT "E"

Lessor's Additional License Agreement for the _____ Site

DRAFT

EXHIBIT "F"

Lessor's Additional License Agreement for the _____ Site

DRAFT