

ANTENNA SITE LICENSE AGREEMENT

License # _____

This License Agreement (the "Agreement") made as of this _____ day of _____ 1999, between _____ a _____, with its principal office at _____ ("Licensor"), and _____, a _____ corporation, with its principal office at _____ ("Licensee").

RECITALS

A. Licensor is the owner of the building commonly known as the _____, located at _____ (the "Building"). Licensor represents and warrants that it has the full right and authority without further consent from any party to grant to Licensee the license and rights contained in this Agreement.

B. Licensee represents and warrants to Licensor that Licensee is authorized to operate a rooftop antenna and associated equipment for telecommunications purposes from the Building under the conditions described herein and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Licensor.

C. Licensee desires access to, and limited use of, specified portions of the roof and interior spaces of the Building for the purpose of installing, maintaining, and operating the roof-mounted antenna system that is briefly described below and is specified in further detail in Exhibit G:

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NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

1. Grant

(a) Licensor hereby grants to Licensee a non-exclusive license commencing "Commencement Date" _____, _____ and ending _____, _____:

(1) To install, maintain, operate, replace and remove at Licensee's sole expense and risk, certain "Antenna Facilities" upon the "Rooftop Space," and in the "Equipment Room," as each of these terms are hereafter defined,

(2) To install, maintain, operate and replace at Licensees sole expense and risk, certain "Connecting Equipment" (the cables, conduits, inner ducts and connecting hardware as specified and described in Exhibit A), together with the right to pull such Connecting Equipment through "Building Communications Spaces" (defined as the telecommunications pathways necessary to reach from the Rooftop Space to Licensee's Equipment Room in the Building and from the Equipment Room to Licensee's customers, as described in Exhibit C) as may be necessary to provide communications services to Licensee's customers and as designated and approved by Licensor. Licensee's Communications Equipment and Licensee's Connecting Equipment are collectively referred to in this Agreement as "Licensee's Equipment"; and

(b) The "Antenna Facilities" shall consist solely of the following elements, which are further described, in detail in Exhibits A, B, C, D and G, as they may be amended in accordance with Paragraph 6(h):

(1) Antenna equipment and related cabling elements ("Antenna Equipment") with size, engineering structure, broadcast frequencies, and operating characteristics specified in Exhibit A ("Antenna Characteristics") and with the physical space and access requirements specified in Exhibit B ("Rooftop Plan"),

(2) Other elements to be installed within the Building in the particular space or spaces specified in Exhibit D ("Equipment Room Plan").

(c) Licensor shall provide approximately _____ square feet of floor space upon the rooftop ("Rooftop Space") in the location designated on Exhibit B and shall provide physical access to that space to the degree specified as necessary on Exhibit B.

(d) Licensor shall provide to Licensee approximately _____ square feet of floor space in the Building (the "Equipment Room"), in the location designated on the plan annexed hereto as Exhibit D. Licensee will use the Equipment Room as the service site for Antenna Facilities described in this Agreement and for only that purpose.

(e) Licensor shall have the right in its sole and reasonable discretion to limit the type, size and location of Licensee's Antenna Facilities located in the Building. Further, Licensor may in its sole and reasonable discretion, require Licensee, at Licensee's expense to relocate any or all of Licensee's Antenna Facilities in the Building or upon the rooftop from time to time during this Agreement, provided that such relocation does not render Licensee's utilization

of the site impracticable. In the event that Licensor requires Licensee to relocate Licensee's Antenna Facilities, Licensee shall within ninety (90) days either: (i) terminate this Agreement upon written notice to Licensor; or (ii) relocate Licensee's Antenna Facilities (the time period for relocation shall be extended to one hundred twenty (120) days if Licensee has begun, but not yet completed the relocation within the required ninety (90) day period). Licensor shall allow Licensee to perform a standard cutover procedure, if required by said relocation, which will insure that the relocated equipment is operational for service prior to discontinuing service from old service location.

(f) Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Building, including without limitation, contributions required under state and federal law providing for state and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities which are measured by wages, salaries, or other remuneration paid to Licensee or by Licensee to its employees for any and all activities in connection with this Agreement.

(g) Licensee is expressly forbidden to use its equipment located within the Building to program or control the operations of any other antenna located upon other properties without the express written permission of the Licensor. Additional fees may be required, as agreed to between the parties, for using Licensee's Antenna Facilities as a control point for other properties outside the Building. Notwithstanding anything to the contrary herein, Licensee shall have the right to interconnect its Antenna Equipment through wireless signals to similar Licensee equipment located upon other properties as part of Licensee's wireless telecommunications network.

(h) Licensor makes no warranty or representation that the Rooftop, the Building Communications Spaces, the Equipment Room or the Building are suitable for Licensee's use, it being assumed that Licensee has satisfied itself thereof. Licensee has inspected the Rooftop, the Equipment Room, the Building Communications Spaces and the Building and accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Rooftop, the Equipment Room, the Building Communications Spaces or the Building for Licensee.

(i) The License granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar licenses to others; provided that such licenses do not render Licensee's utilization of the site impractical.

2. Fees

(a) Licensee shall pay to Licensor an annual fee (the "License Fee") of _____ Dollars \$_____), each year of the Agreement, adjusted annually on the anniversary of the Commencement Date of each year by the percentage increase in the Consumer Price Index ("CPI") over the rate in effect on the Commencement Date of the prior year, which increase shall not be less than 3 % nor more than 8 %.

(b) Notwithstanding the foregoing, the parties expressly acknowledge and agree that the License Fee set out in this paragraph is based upon the type and quantity of service currently expected to be provided by the Antenna Facilities described in Exhibits A and G, including the frequencies, bandwidth, and compression technologies designated in Exhibits A and G. Changes in the type and quantity of service provided by the Antenna Facilities may increase the value of the Antenna Facilities in the future. To the degree that such changes in type and quantity of service are material, Licensor and Licensee understand and mutually agree that such an increase in the expected value of the Antenna Facilities may be reflected in an adjustment to the License Fee. Such an adjustment may be defined at the time at which Licensee seeks Licensor's approval for modifications to the Antenna Facilities described in Exhibit A or G.

(c) Licensee covenants and agrees to pay the annual License Fee for the first year of this Agreement payable in advance in one (1) payment, which payment shall be due upon the Commencement Date, as defined in Paragraph 3. Thereafter, the License Fee shall be payable on or before the first day of each month without offset or deduction of any kind in twelve (12) monthly payments, commencing on the first anniversary of the Commencement Date. In the event that Licensee terminates this Agreement pursuant to Paragraph 17(b) below, all sums paid or payable to Licensor pursuant to this paragraph shall become and remain the property of Licensor. All payments shall be made to Licensor at the address given in Paragraph 18 of this Agreement.

(d) As used herein, the term "Consumer Price Index" ("CPI") in the foregoing subparagraph, the CPI shall be the "Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers, All Items" (or, if that Index is no longer published or is revised, a successor or substitute index appropriately adjusted), as published by the United States Department of Labor's Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average. The increase in the fee payable pursuant to this Paragraph 2 shall be calculated

on the anniversary of the Commencement Date of this Agreement in each year, using the CPI most recently published prior to such anniversary date, and the CPI most recently published prior to such Commencement Date.

(e) Licensor and Licensee agree to use their good faith efforts to refrain from disclosing the financial terms of this Agreement. Either party may disclose the financial terms of this Agreement when required by law, regulation or prior agreement or in connection with any litigation between parties. No recourse, action or penalty shall be associated with the good faith effort or non-disclosure herein embodied.

3. Term

The term of this Agreement (the "License Term") shall commence as of the day first written above ("Commencement Date"). The initial term hereof shall be _____ years (the "Initial Term"), beginning on the Commencement Date, subject to extension or earlier termination in accordance with the provisions hereof. Provided that Licensee is not in default of this Agreement either at the time of exercising an option to renew or at the commencement of the first renewal term, Licensee shall have the option to renew and extend this Agreement upon the same terms and conditions set forth herein for one additional _____ year period (the "First Renewal"), providing the Licensor does not wish to execute new terms and conditions prior to execution of the First Renewal. The Licensee will provide written notice of such an intent to the Licensor no more than one-hundred and eighty (180) days and no less than one-hundred (180) days prior to the end of the term of this Agreement (the "Initial Term" and the "First Renewal" are collectively referred to as the "License Term"). Further renewals shall require the mutual agreement of both Licensor and Licensee, as set forth in Paragraph 13 ("Renewal Options").

4. Use

Licensee shall use the Antenna Facilities and the Building Communications Spaces solely for the purposes of providing the services detailed in Exhibit A of this Agreement and which it has received all necessary approvals from either the local public utility governing body, or the Federal Communications Commission ("FCC"). To the extent that Licensee is using Antenna Facilities to provide communications services to any tenant or occupant (other than Licensee) within the Building, Licensee shall make available such communications services to all tenants and occupants of the Building.

5. Electric Utilities

Licensee shall install, at its own cost, a separate electrical panel and meter for the Antenna Facilities and shall be responsible to the local electric utility for the electrical costs attributable to such Antenna Facilities. Licensor

shall use reasonable efforts to notify Licensee in advance of any planned utility outages that may interfere with Licensee's use. Licensee further agrees that the Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee, and Licensee acknowledges that any such provision of emergency or "backup" power be the sole responsibility of Licensee.

6. Construction

(a) Prior to the commencement of any work or installation of any equipment, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications for such work or installation, as contained in Exhibits A, B, C, D and G detailing the type, size and locations of Licensee's Antenna Facilities, Rooftop Space, Equipment Room and the Building Communications Spaces, all specifically describing the proposed construction and work. No work shall commence until Licensor has approved, in writing, Exhibits A, B, C, D and G, and any other applicable construction or installation plans, which approval will not be unreasonably withheld or unduly delayed. Licensor shall use reasonable efforts to deliver to Licensee approval or disapproval and required changes shall be delivered to Licensee within twenty (20) working days after the receipt of such plans from Licensee. Only written notice from Licensor shall constitute approval. In no event shall Licensor's approval of such plans be deemed a representation that Licensee's equipment will not cause interference with other systems in the Building or that Licensee's plans comply with applicable laws, rules or regulations, such responsibility shall remain with Licensee.

(b) Licensee understands and agrees that the structural integrity of the load bearing capability of the roof of the Building, the moisture resistance of the Building membrane, and the ability of Licensor to use all parts of the roof of the Building are of critical importance to Licensor. Licensee, therefore, agrees that the specifications and plans that it will provide shall be of sufficient specificity to ensure that these concerns are protected, and Licensee further agrees and commits that the actual installation of Licensee's Antenna Facilities shall be in accordance with those specifications.

(c) Licensee warrants that the installation of Licensee's Antenna Facilities shall be in strict compliance with the approved plans and specifications prepared in connection with Exhibits A, B, C, and D as attached hereto, and in full compliance with all applicable laws, rules and regulations governing the same.

(d) Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Licensor. Licensee shall, at its sole cost and expense, repair or refinish any surface or any other portion of the Building that is damaged by or during the installation of Licensee's Antenna Facilities and caused by Licensee

or any of its agents, representatives, employees, contractors, subcontractors, or invitees. Without limitation of any other remedy available hereunder or at law or in equity, if Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, but shall not be required to, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing.

(e) Licensee shall label each cable placed in the telecommunications pathways, in each telephone closet through which said cables pass, with identification information including, but not limited to, License Agreement Number (to serve as identification), floor where cable originates and floor where cable terminates and any other information as may be required by Licensor's Building rules.

(f) Licensee shall obtain, at its sole cost and expense, prior to construction and work, all necessary federal, state, and municipal permits, licenses and approvals, copies of which will be delivered to Licensor prior to commencement of construction and work. Licensee's Antenna Facilities shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee's operations. Licensee shall prominently label any equipment with appropriate safety warnings when human exposure to Radio Frequency radiation may exceed the safety standards referred in this paragraph.

(g) Licensee shall not during construction or otherwise, in Licensor's sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, the sidewalks around the Building or any entrance ways thereto.

(h) Licensee shall have the right to amend Exhibits A, C, D and G, from time to time, with the express written consent of Licensor, which consent shall not be unreasonably withheld, for the purpose of serving additional occupants of the Building. However, the parties recognize that, in the event of changes that materially increase the value of the Antenna Facilities, the amount of equipment installed by Licensee, or the amount of space used by Licensee, such consent may be withheld pending agreement upon the terms of modifications to the License Fee, as contemplated in Paragraph 2(b) above. Following Licensor's consent to amendment of Exhibits A, C, D and G, all terms and conditions of this Construction Section (Paragraph 6) shall apply.

(i) Licensee shall ensure that the installation, maintenance, and operation of Licensee's Antenna Facilities shall not interfere with the operation of communications devices by Licensor or by other pre-existing lessees or licensees of the Licensor. In order to avoid such interference, Licensee shall, at its own expense, prepare and conduct an evaluation of the potential for such

interference before installing and operating the Antenna Facilities, and shall submit a copy of such findings to Licensor within ten (10) days.

(j) The parties recognize that this Agreement contemplates installation and use by multiple entities or licensees seeking to place antenna or telecommunications systems in or upon the Building. Licensee shall use its best efforts to coordinate its activities with those other such entities or licensees for the purpose of reducing the costs of all such parties and to avoid interference with each such party's realization of benefits of this and similar Agreements. To the extent that Licensor deems reasonably necessary, Licensor shall coordinate any such cooperative efforts.

7. Licensee's Covenants

(a) Licensee, through its designated and approved employees and contractors, shall be solely responsible for the maintenance and care of the Antenna Facilities and Connecting Equipment and shall maintain the same in a clean, sanitary and safe condition and in good repair and free of any defects at all times during this Agreement. Licensee, at its sole expense and risk, shall ensure that a physical inspection of the rooftop portion of the Antenna Facilities occurs at intervals of no more than months and that this inspection include a survey of structural integrity and a review and correction of any loose bolts, fittings or other appurtenances. Licensee shall provide a written certification of such inspections to Licensor not more than ten (10) days following each such inspection. In the absence of such a certification, Licensor shall have the right (but not the obligation) to conduct or arrange for such an inspection and corrective action and to charge Licensee for such costs.

(b) Licensee shall, at its sole cost and expense, repair any damage to the Building, Building Communications Spaces, and/or to any other property owned by Licensor or by any lessee or licensee of Licensor or by any other occupant of the Building where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. Without limitation of any other remedy available hereunder or at law or in equity, if Licensee fails to repair or refinish any such damage, Licensor may, its sole discretion, but not be required to, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing.

(c) Licensee shall not interfere with the use and enjoyment of the Building by Licensor or by other lessees, or licensees of the Licensor or other tenants or occupants of the Building. If such interference shall occur, Licensor shall give Licensee written notice thereof and Licensee shall correct the same within twenty-four (24) hours after receipt of such notice. In the event Licensee fails to correct such conditions after proper notification and waiting period, Licensor

reserves the right, without limitation of any other remedy available hereunder or at law or in equity, to take any reasonable actions to correct the same.

(d) Licensee's Antenna Equipment shall not disrupt, adversely affect or interfere with other providers of communications services in the Building or with any tenant's or occupant's use or operation communications or computer devices. Licensee shall not install or maintain any Antenna Facilities of the type or frequency which causes or will cause any interference to the Building elevators, fire alarm system, or any other Building safety system or equipment of Licensor, systems or equipment of tenants of Licensor or any other neighboring property. Following the installation of the Antenna Facilities, Licensee shall, at its own expense, prepare and conduct an evaluation of the potential for such interference within ninety-six (96) hours if requested to do so by Licensor, whether upon Licensor's own behalf or as a result of concerns expressed by any pre-existing lessees or licensees. Licensor shall have the absolute right to require all its Licensees to implement any such consultant's recommendations for resolution of interference problems. Licensee shall correct such interference within twenty-four (24) hours after receiving written notice of such interference. Licensor reserves the right to disconnect power to any such Licensee's Equipment which Licensee fails to correct such interference after proper notification and waiting period.

(e) Licensee further understands and agrees that the aesthetic characteristics of the Building are of significant commercial importance to Licensor and, therefore, commits to ensuring that the installed appearance of the Antenna Facilities will be consistent with the specifications set forth in Exhibits A, B, C and D. Licensee further agrees that, at no time during the period of this License, will it use or permit the use of its Antenna Facilities in ways that are inconsistent with those plans (as they may from time to time be amended with the consent of Licensor) or for the display of advertising or other visual displays with significant aesthetic impacts.

(f) Licensee agrees to comply with all Building rules (Exhibit F), as adopted and altered by Licensor from time to time, and will cause its agents, employees, contractors, invitees and visitors to do so.

(g) Licensee agrees to comply with all applicable rules and regulations of the FCC and other applicable city, county, state, and federal codes and regulations pertaining to the installation and operation of Licensee's Antenna Equipment Facilities.

(h) Licensee agrees that Licensor shall not be liable for damage to Licensee's Antenna Equipment Facilities or theft, misappropriation or loss thereof, unless due to Licensor's gross negligence or willful misconduct.

8. Access

(a) Licensor agrees that Licensee's authorized representatives shall have access to the Rooftop Spaces and Equipment Room at all times, for the purposes of installing, maintaining, operating, and repairing Licensee's Antenna Facilities, and Licensor further agrees to give Licensee ingress and egress to the Building Communications Spaces at all times during the term of this Agreement, including non-exclusive use of an elevator. It is agreed, however, that only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building Communications Spaces, and only upon conditions set forth herein. Licensee further agrees to keep to a minimum the number of personnel visiting the Building and the frequency of the visits.

(b) Except in the event of an emergency, Licensee agrees to give at least twenty-four (24) hours notice to Licensor of its intent to enter the Building Communications Spaces and the Rooftop Spaces. At the time that such notice is given, Licensee shall inform Licensor of the names of the persons who will be accessing the Building Communications Spaces and the Rooftop Spaces, the reasons for entry, and the expected duration of the work to be performed. Licensor shall provide such information substantially in the form attached hereto as Exhibit E whenever feasible. In the event of an emergency, Licensee shall give to Licensor as much advance notice as reasonably possible of its intent to enter the Building Communications Spaces and the Rooftop Spaces and, within twenty-four (24) hours following such entry, shall provide to Licensor a written report detailing the nature of such emergency, the corrective actions taken, and other such information as contained in Exhibit E.

(c) Permission for all entries upon the Building Communications Spaces and Rooftop Spaces (including entries for maintenance and/or installation) must be received from Licensor in advance, unless such entry is of an emergency nature and permission cannot be obtained in a timely fashion. Licensor shall not be obligated to provide elevator service during emergency situations and under emergency conditions, which emergency situations and conditions shall be reasonably determined by Licensor.

(d) Licensor and its representative shall have the right to enter the Equipment Room and Rooftop Spaces for any of the following purposes; provided Licensor uses reasonable efforts to minimize any interference with Licensee's operations or Licensee's Antenna Facilities: (i) to maintain the Equipment Room, Rooftop Spaces and the Building; (ii) to make inspection, repairs, alterations, improvements or additions, in or to the Equipment Room and Rooftop Spaces; (iii) to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Rooftop Spaces or the Building; and (iv) for such other purposes as Licensor deems reasonably necessary.

9. Insurance

(a) Licensee shall maintain in force, at its expense, during the term of this Agreement, a policy of Commercial General Liability Insurance issued by a company acceptable to Licensors, and licensed to do business within the state where the Building is located, insuring Licensee and, as additional insured, the Licensors and any additional parties that Licensors may reasonably designate by written notice, with a combined single limit of Two Million Dollars (\$ 2,000,000) for injury or death or property damage, and excess "Umbrella" liability coverage of not less than Five Million Dollars (\$ 5,000,000). Licensee shall maintain all risk property insurance on its Antenna Facilities in sufficient amounts to cover any loss thereof.

(b) Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Licensors and Licensee are concerned, with any other insurance maintained by Licensors being excess and non-contributing with the insurance of Licensee required hereunder and providing coverage for the contractual liability of Licensee to indemnify Licensors pursuant to Paragraph 10 below. Licensee shall obtain the agreement of Licensee's insurers and deliver copy of policy or certificate within twenty (20) days following mutual execution of this Agreement to Licensors at the Building office prior to commencement of any construction and to notify Licensors, in writing, that a policy is due to expire at least 30 days prior to such expiration. Licensee shall name Licensors and any additional parties that Licensors may reasonably designate by written notice as additional insured to the policies.

(c) Licensee shall maintain in force all required workers compensation or other similar insurance pursuant to all-applicable state and local statutes.

10. Indemnification

Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or Licensors's other tenants, invitees, licensees or occupants. Licensee shall indemnify, exonerate, defend (with counsel reasonably satisfactory to Licensors) and hold Licensors, its principals, officers, directors, agents, employees and servants harmless from and against any liability, claim, loss, cost, damage and expense of whatever kind arising directly or indirectly from the construction, installation, operation, maintenance, repair, and removal of Licensee's Antenna Facilities or from Licensee's breach of this Agreement, including, but not limited to, reasonable attorneys fees and court costs, except to the extent such liability, claim, loss, damage, cost or expense is due to the gross negligence or willful misconduct of Licensors or its employees, agents or invitees. The provisions of this Paragraph 10 shall survive termination of this Agreement insofar as claims filed prior to, or within three (3) years of the expiration or termination of the Agreement.

11. Release and Waiver of Subrogation Rights

To the extent allowable under the laws and regulations governing the writing of insurance within the state in which the Building is located, Licensor and Licensee each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured or required to be insured against under this Agreement, pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. Licensor and Licensee will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The waiver of subrogation endorsement need not be obtained if it incurs an additional cost for the affected policy, unless following written notice, the other party elects to pay that additional cost to obtain the waiver of subrogation endorsement. The provisions of this Paragraph 11 shall survive termination of this Agreement.

12. Liens

Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys. Such liens shall be discharged by Licensee within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings any such liens. The provisions of this Paragraph 12 shall survive termination of this Agreement.

13. Renewal Option

At least one-hundred and eighty (180) days prior to the termination of the First Renewal License Term, Licensee shall advise Licensor in writing if it requests to extend the License Term, setting forth its proposed extension term and the amount of the fees it believes to be appropriate. Within thirty (30) days after the receipt of such notice, Licensor shall advise Licensee whether it will consent to an extension of the License Term and if so, whether the proposed extension term and fees are acceptable or Licensor shall set forth the length of the extension term and the amount of the fees which would be required by Licensor. If Licensor shall fail to respond to Licensee's extension request within such thirty- (30) day period, then Licensor shall be deemed to have refused to consent to Licensee's request for such extension. If Licensor and Licensee agree on an extended term, this Agreement shall be amended by a writing signed by both parties setting forth those terms and incorporating all of the other terms and conditions of this Agreement. Notwithstanding anything contained in

this Agreement to the contrary, nothing herein shall be construed to impose any obligation on Licensor to agree to any extension of the License Term, other than the single _____ year First Renewal as authorized by Paragraph 3, above.

14. Assignment and Subletting by Licensee

(a) Licensee shall have the right, without Licensor's consent, but upon prior written notification to Licensor, to assign this License to any parent or subsidiary corporation or to any corporation or partnership which is, on the effective date of this Agreement, controlled by, under the control of, or under common control with Licensee, provided that such assignee shall have a net worth of equal or greater value than that of Licensee, unless otherwise approved in writing by Licensor. As of the effective date of this Agreement, Licensee is wholly owned subsidiary of _____.

(b) Except as provided in paragraph 14(a) above, Licensee shall not assign this License without obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or conditioned.

(c) No assignment shall release Licensee from its primary liability or obligation under this Agreement, unless Licensor provides such release in writing.

15. Hazardous Materials

(a) Licensee shall not install any hazardous substance or material into the Building. As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of Washington, or the United States government. "Hazardous substance" includes any and all material or substances that are currently defined or may at any time be defined during the term of the Agreement as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum. In the event that any hazardous materials are installed or brought into the Building by or on behalf of Licensee, then Licensee shall cause the removal of same within twenty-four (24) hours of Licensor's demand and shall indemnify and hold Licensor and Licensor's Parties (as defined in Paragraph 31, below) harmless from any claim, loss, cost, penalty, fine, damage, or expense (including without limitation reasonable attorney's and consultant fees and expenses of litigation) resulting from such hazardous materials or from Licensor's removal thereof. In the event that Licensee shall discover, uncover, disturb or otherwise reveal any existing hazardous materials within the Building, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Licensor's written approval.

(b) Licensee shall have three options upon discovery of hazardous material and cessation of work as described above: (l) Reroute its planned

access route to avoid such hazardous material areas; (ii) Terminate this Agreement according to the procedure set forth in Paragraph 17 (Termination/Remedies); (iii) Reschedule its installation work to a period after Licensor has completed corrective action in regard to such hazardous materials; provided, however, that Licensee may terminate this Agreement upon written notice to Licensor if such corrective action has not been commenced and diligently pursued within thirty (30) days after Licensor's receipt of notice of Licensee's discovery of the hazardous materials.

(c) Licensee is hereby released and indemnified from any responsibility for managing, monitoring, or abating, and shall not be deemed to have ownership of hazardous materials, including asbestos, preexisting within the Building and undisturbed by Licensee, or brought on the Premises, into the Building, on, in or under the land upon which the Building is located, by any other tenant or by Licensor.

16. Events of Default

(a) Each of the following events shall be deemed to be an event of default by Licensee under this Agreement ("Licensee Event of Default"):

(1) If Licensee shall default in the payment of any License Fees or other sum or money due Licensor hereunder and such default shall continue for a period of ten (10) days after receipt of written notification by Licensor to Licensee of such default;

(2) Except where different cure periods are expressly provided in this agreement to the contrary, if Licensee shall default in the observance or performance of any of Licensee's non-monetary obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensor to Licensee (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence);

(3) If there shall be interference with the telecommunications or computer equipment of Licensor, tenant or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or a result of, the installation, operation, maintenance, repair or removal of Licensees Equipment, which interference is not cured within twenty-four (24) hours of Licensee's receipt of written notice by Licensor of such interference;

(4) If Licensee shall fail to remove any hazardous materials installed in the Building by or on behalf of Licensee promptly upon Licensee's discovery of the

same, and in any event within forty-eight (48) hours of written notice of such condition by Licensor to Licensee;

(5) The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee's provision of telecommunications services; and

(6) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of Licensee.

(b) An event of default under this Agreement by Licensor ("Licensor Event of Default") shall occur where Licensor defaults in the observance or performance of any of Licensor's obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensee to Licensor (except where different cure periods are expressly provided in this Agreement to the contrary), unless such default cannot reasonably be cured within such thirty (30) day period, in which case the cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensor shall promptly commence and prosecute such cure to completion with all reasonable diligence.

17. Termination/Remedies

(a) Upon or after the occurrence of an Event of Default, the non-defaulting party shall give written notice to the defaulting party, setting forth the nature of the Event of Default. If the defaulting party fails to demonstrate within ten (10) days after receipt of the written notice of default that it took all actions necessary to avoid default under Paragraph 16 within the time period specified by the relevant subparagraph of Paragraph 16, then the non-defaulting party may elect to terminate this Agreement and it may sue for any other damages to which the non-defaulting party may be entitled at law or in equity (except that no claim for fees due after the date of termination shall be made if the Licensee's Event of Default is solely that listed in Paragraph 16(a)(5), above, and such revocation has not been caused by the specific omission or improper act of Licensee).

(b) At the expiration or earlier termination of this Agreement (the "Termination Date") Licensee shall, at Licensee's sole cost and expense, without liens, remove Licensee's Antenna Facilities, Connecting Equipment and all of Licensee's personal property from the Building. Any property not so removed within sixty (60) days after the Termination Date may at Licensor's sole option (i) be removed and stored by Licensor at Licensee's expense or (ii) become the property of Licensor without compensation to Licensee. As of the date of such

removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of such Antenna Facilities and other equipment or property removal, which claims or obligations shall survive such termination. Further, Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by operation or removal of Licensee's Antenna Facilities and Connecting Equipment, excepting damage caused by ordinary wear and tear. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expense incurred in such repair or refinishing. Notwithstanding the foregoing:

(1) Licensee's Connecting Equipment shall, at Licensor's option and upon written notice to Licensee, become the property of Licensor and remain in the Building. If Licensor elects to retain some or all of Licensee's Connecting Equipment, Licensee shall execute a bill of sale or other document necessary to effect such transfer of ownership, at no additional cost or consideration from Licensor to Licensee, within thirty (30) days after receiving such written notice.

(2) Licensor may elect, by written notice to Licensee, to retain Licensee's Antenna Facilities in the Building, in which case Licensee's Antenna Facilities shall become the property of Licensor, and Licensee shall execute a bill of sale or other document necessary to effect such transfer of ownership within thirty (30) days after receiving such written notice. If Licensor elects to retain Licensee's Antenna Facilities, Licensor will pay to Licensee an amount equal to the then "as is" fair market value of Licensee's Antenna Facilities, as agreed to by Licensor and Licensee, or determined by a third party reasonably acceptable to both parties who is experienced in the valuation of similar equipment.

(c) Except where this Agreement is terminated due to a Licensee Event of Default, following the expiration or termination of this Agreement, Licensor and Licensee agree to negotiate in good faith towards an agreement granting to Licensee a temporary license in the Building for the purpose of allowing Licensee to temporarily continue serving then existing customers in the Building pursuant to existing contractual obligations. Licensor may charge Licensee reasonable fees, which shall be negotiated in good faith between the parties, for the temporary license (such fees shall be no less than the License Fees established herein). Throughout any such period, Licensee shall cooperate with Licensor in all reasonable efforts to provide continuing reliable telecommunications services to all tenants and other occupants of the Building.

(d) In any suit or legal proceeding arising out of this Agreement or the underlying transaction the prevailing party shall be indemnified by the unsuccessful party for all reasonable expenses and costs including attorneys fees, which obligations shall survive the termination of the Agreement. In the

event of a Licensee Event of Default or a Licensor Event of Default, as the case may be, the non-defaulting party shall have all rights available in equity or at law.

18. Notices

Any or all notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) one day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

Licensor:
Northwest Building LLC
801 Second Avenue, Suite 1300
Seattle, WA 98104

Licensee:

19. No Implied Waiver

The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

20. Subordination

Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the land or the Building and to any renewals, modifications, consolidation, refinancing, and extensions thereof, but Licensee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Agreement.

21. Attorney's Fees

In the event of any action filed in relation to this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorney's fees and other reasonable court costs.

22. Casualty Damage; Licensee's Termination Option

In the event of any fire, casualty, physical calamity or physical damage to the Building, which makes it impossible for Licensee to carry out the purposes of its installation, maintenance, and operation in the Building, or if as a result thereof, the Building becomes reasonably unfit or undesirable for Licensee's use, Licensor, at its sole option and expense, may attempt to remedy such problem within one-hundred and eighty (180) days, or any such period deemed reasonable under the circumstances, after receipt of Licensee's written notice thereof. In the event that Licensor either (a) elects not to attempt to cure or remedy such a problems, or (b) fails to provide an adequate remedy within such one-hundred and eighty (180) day period, or any such period deemed reasonable under the circumstances, Licensee may terminate this Agreement upon ninety (90) days prior written notice to Licensor, given within (a) thirty (30) days following Licensor's notice of election not to cure or remedy such problem, or (b) thirty (30) days following the expiration of the foregoing one-hundred eighty (180) day or other reasonable period under the circumstance, in which event this Agreement shall terminate on the 90th day following such notice as if such date were originally set forth as the termination date herein, and Licensee shall remove Licensee's Antenna Facilities and Equipment from the Building and neither party shall have any further liability hereunder, except as provided in Paragraph 10. Licensee shall have no obligation to pay fees during the ninety (90) day notice period of Licensee's intent to terminate this Agreement the Building is rendered unfit for Licensee's use due to fire, casualty, physical calamity or physical damage to the Building, and the Licensor has elected not to cure such physical calamity or damage.

23. Certification of Sale for Resale of Telecommunications Services

In order to assist Licensor in fulfilling any relevant tax obligations, Licensee shall, within thirty (30) days of written request, provide Licensor with a written certification that it will be using any services provided under this License for the purpose of providing or reselling communications services to other parties. Such certification shall be made in a form acceptable to relevant tax or franchise authorities and upon forms provided by such authorities, if available.

24. Equipment to Remain Personalty

Except as otherwise provided herein, Licensee's Antenna Facilities and Connecting Equipment shall remain personalty ("Personalty") of the Licensee notwithstanding the fact that it may be affixed or attached to the Building, and shall, during the term of this Agreement, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee.

25. Severability

If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

26. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the state of Washington, and exclusive jurisdiction shall lie with the courts of that state.

27. Survival of Provisions

Any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

28. Force Majeure

(a) Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this paragraph), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Licensor or Licensee. The provisions of this paragraph shall not apply to the payment of fees or the payments of other monies to be paid by Licensor or Licensee under this Agreement.

(b) In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Paragraph 28, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Paragraph 28.

29. Recordation

Licensee agrees not to record this Agreement or any memorandum thereof unless required to do so by law (in which event Licensee agrees to execute, upon termination of this Agreement, a recordable instrument evidencing such termination in form reasonably satisfactory to Licensor).

30. License Only

This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building, the Rooftop Space, the Pathway or, Equipment Room by virtue of this Agreement or Licensee's use of the Rooftop Space, the Pathway or Equipment Room pursuant hereto. In connections with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the state in which the Building is located.

31. Successors in Licensor's Interest/Limitation of Liability

(a) The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Licensor and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees executors, administrators, successor's and assigns.

(b) The obligations of Licensor under this Agreement shall no longer be binding upon Licensor in the event that Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessee (or upon any subsequent licensor after the sale, assignment or transfer by such subsequent licensor). In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire building shall be deemed a transfer within the meaning of the foregoing sentence.

(c) Neither the partners (direct or indirect) comprising Licensor, nor the shareholders of Licensor (nor any of the partners comprising same), nor any of the partners, shareholders, directors or officers of any of the foregoing nor any agent or person acting on the Licensor's or such persons behalf (collectively, the "Licensor's Parties") shall be personally liable for the performance of Licensor's obligations under this Agreement. Licensee shall look solely to Licensor to enforce Licensor obligations hereunder and shall not seek any damages against any of the Licensor's Parties. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest of Licensor, its successors and assigns, in the Building, and the real property on which it is situated, for the collection of any judgment recovered against, or liability of, Licensor by reason of Licensor's breach of this Agreement or otherwise, and no other property or assets of Licensor or any of Licensor's Parties shall be subject to levy, execution,

or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Agreement, the relationship of Licensor and Licensee hereunder, or Licensee's use of space licensed to Licensee hereunder.

32. Entire Agreement

The terms and conditions contained herein supersede all prior oral or written understandings between the parties and concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

33. Headings

The descriptive heading of the several paragraphs of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

Licensor:

Licensee:

By: _____

By: _____

Its: _____

Its: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A - Antenna Characteristics

<< Please furnish the following information>>

1. Frequencies of all transmitters, receivers and antennas.
2. Power levels and emission types for all transmitters.
3. Azimuth of all antennas.
4. Effective Radiated power for all transmit antennas.
5. Make, model and serial number of all transmitters, receivers, antennas and associated equipment such as circulators, combiners and cavities.
6. The intended use and purpose for these facilities. This should be stated as specifically as possible.
7. Engineering plan and specification for the physical components and design of the antenna and associated equipment as it will be installed. The engineering plan and design should be of sufficient specificity to ensure that the weight, bearing requirements, wind-load characteristics, power requirements and aesthetic impacts of the facilities can be reviewed and to ensure against adverse effects upon the structural integrity of the Building, the moisture resistance of the building membrane or the operations of pre-existing communications facilities and equipment.

EXHIBIT B - Rooftop Plan

EXHIBIT C - Building Communications Spaces

EXHIBIT D - Equipment Room Plan

EXHIBIT E - Access Request Form

- a) Mr. or Ms. _____, of _____(company), request permission to access the telecommunications equipment within the Building Spaces of the Norton Building, on _____(date), at approximately _____(am/pm).
- b) For the purpose of _____ (detail below if necessary). The expected number of existing House cable pairs (if applicable) effected by this action is _____.
- c) Will new or additional equipment be located within the telephone closets? (yes)/(no). Please describe any new/additional equipment being placed in the telephone closet on floor(s) _____.
- d) Has a license been issued for this work? License # _____.
- e) The expected duration of this visit is _____(hours/days).

Licensee _____
(Name of Company)

By: _____
(Authorized Agent)

Date: _____

EXHIBIT F - Building Rules and Regulations

General:

1. Northwest Building LLC (NWB) will accept only materials and workmanship as specified.
2. The Licensee is responsible for all scheduling, managing and quality control on the job.
3. Attention to detail and quality finish installation is expected; installation must be provided by qualified building trade personnel.
4. Elevators, common areas, entries and tenant property must remain well protected and clean at all times. Dust, footprints, debris, etc. must be carefully controlled and promptly removed.
5. Licensee's personnel, contractor and subcontractors must use the freight elevator only. No materials or tools may go through the main lobby or on the passenger elevators.
6. The loading dock is to be used for loading/unloading materials only. Free parking is not available in the Norton Building
7. Do not start any new equipment installations or construction without authorization and approval from NWB.
8. Check with NWB to see if area of work requires protection for the fire alarm system.
9. All noisy work such as ram setting walls, core drilling and roto-hammering must be done off-hours. The Norton Building's business hours are 7:00 a.m. to 7:00 p.m., so plan for these activities before and after business hours. In some cases the tenants affected above or below the job site have different hours, so this should be considered as well.
10. All fire exit doors and stairwells must remain closed and clean at all times. Never wedge doors open or tape the strikes. Do not stock materials in the fire corridors, in front fire exit doors or in the stairwells.
11. Notify NWB (Building Management, Suite 1300) regarding special freight elevator needs. Schedule all deliveries of materials well before 8:00 a.m.
12. No items are to be "borrowed" from other tenant spaces or locations within the Norton Building, unless express permission is given by NWB.

13. There will be no smoking or radio playing in the Norton Building by any personnel working for Licensee, its contractor or subcontractors.

General Information:

Norton Building Business Hours: 7:00 a.m. to 7:00 p.m.
Loading dock open: 6:30 a.m. to 6:00 p.m. (15 min. parking limit)
Tenant floors open: 6:30 a.m. to 6:00 p.m.
Building Management: 8:00 a.m. to 5:00 p.m.
Suite 1300/phone **206-464-5220**
After hours: Schedule through Building Management
Will require: Cardkey and keys
Security Guard on duty 24 hours. Guard will not give access to any unauthorized individuals or contractors.

EXHIBIT G - Antenna Systems Inventory

<< Supply all information that is appropriate for your facilities>>

Building Name: _____ Lessee/Licensee: _____

Address: _____ Date: _____

A. Lessee/Licensee Data

Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Fax: _____

B. Antennas Installed

VHF Whips: _____

VHF Dipole Arrays: _____

VHF Other: _____

UHF Whips: _____

UHF Dipole Arrays: _____

Microwave _____-foot dish: _____

Satellite R/O Antenna: _____

Satellite T/R Antenna: _____

Other: _____

C. Transmitters Installed

VHF: _____

UHF: _____

Microwave: _____

Earth Station: _____

D. Receivers Installed

VHF: _____

UHF: _____

Microwave: _____

Earth Station: _____

E. Repeaters Installed

VHF: _____

UHF: _____

F. Antenna System Detail

Antenna Number (to be assigned): _____

Type: _____

Manufacturer: _____
Model Number: _____
Location: _____
Building Coordinates: _____
Height above Floor Level: _____
Physical Dimensions: _____
Frequency Band: _____
Gain: _____
Elevation: _____
Azimuth (Main Lobe): _____
Polarization: _____
Antenna Couplers: _____
Manufacturer: _____
Model Number: _____
Frequency Band: _____
Cable/Wave guide Type: _____
Length: _____
Building Entry Point: _____
Description of Cable Path: _____
Number of Transmitters: _____
Number of Receivers: _____
Number of Repeaters: _____

G. Transmitter Detail

Antenna Number: _____
Transmitter Number: _____
Licensee Name: _____
Licensee Address: _____
Station Name: _____
Emission Designator: _____
Station Call Sign: _____
Station Class: _____
Power Output (Watts): _____
Manufacturer: _____
Model Number: _____
Main Serial Number: _____
Operating Frequency: _____
Frequency Stability: _____
Physical Dimensions: _____
Weight: _____
Location: _____
Building Coordinates: _____

H. Receiver Detail

Antenna Number: _____
Receiver Number: _____
Licensee Name: _____
Licensee Address: _____
Station Name: _____
Station Call Sign: _____
Station Class: _____
Manufacturer: _____
Model Number: _____
Main Serial Number: _____
Operating Frequency: _____
Physical Dimensions: _____
Weight: _____
Location: _____
Building Coordinates: _____