

TOWER AND GROUND SPACE LEASE AGREEMENT

This Agreement is made and entered into the ____ day of _____ 2013 by and between City of Menasha~~_____~~, a Wisconsin municipality, whose address is _____~~_____~~ corporation doing business as _____~~_____~~, Attention: _____~~_____~~ (hereinafter referred to as "Landlord") and Airadigm Communications, Inc., a Wisconsin corporation, doing business as *Airfire Mobile*, 2301 Kelbe Drive, Little Chute, WI 54140 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of certain property located at 455 Baldwin St., Menasha, WI., upon which Landlord has placed a Tower (the "Tower"); and

WHEREAS, Tenant has interest in certain real property located at ~~4955 Baldwin Street~~Plank Road, City of Menasha in Winnebago County, 54952, State of Wisconsin, at coordinates 44° 12' ~~26.123.5~~" North, 88° 25' ~~26.632.3~~" West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and^[pc1]

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations (the "Tower Space") upon the Tower ~~(the "Tower")~~ for the placement of Tenant's antennas, cabling and ancillary equipment ("Tenant's Equipment"), more particularly described in Exhibit B, as well as certain space on the ground adjacent to the Tower (the "Ground Space") for Tenant's cellular common carrier mobile radio telephone base station; collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Leased Space;" and

WHEREAS, Tenant and Landlord acknowledge that Landlord is under an existing contract with a third party tenant which has certain rights with respect to its use of the Tower and Site for its telecommunications operations which rights are superior to Tenant's under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease Conferred. Landlord hereby confers upon Tenant, and Tenant hereby receives and accepts from Landlord, a lease and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy ~~attachment locations upon the~~ Tower Space at a RAD height of 170 feet on the Tower for the placement of Tenant's antennas, cabling and ancillary equipment ("Tenant's Equipment"); as shown more particularly described in Exhibit CB;^[pc2]

(b) Occupy up to two-hundred twenty~~_____~~ (220~~_____~~) square feet of ground Ground space~~Space~~ adjacent to the Tower ~~with Tenant's cellular common carrier mobile radio telephone base station transeeiver and associated equipment upon a poured concrete foundation~~, as shown in attached Exhibit C. ~~Tenant's cabinet, transmission lines, radio communications facilities, including without~~

~~limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Tenant's Equipment." The contents of Exhibits B and C may be revised by the Tenant from time to time by providing revised versions of such Exhibits to the Landlord. Such revisions shall not cause a revision in rent payable by the Tenant under the terms of this Agreement and shall be effective thirty (30) days from the delivery of same to the Landlord.~~

(c) Extend and connect lines for signal carriage and amplifier power between Tenant's antennas upon the Tower and Tenant's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Tenant's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Tenant's purpose contemplated herein.

2. Improvements and Purpose.

(a) Use. Tenant shall be permitted to use the Leased Space on the Site and the Tower^[jae3] to install, operate, and maintain thereon Tenant's common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. ^[pc4] Tenant's installation of Tenant's Equipment on the ~~Tower and the Site~~Leased Space shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Landlord. Tenant's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Landlord's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Tenant's placement of its equipment, method of installation, and all other matters which Landlord deems, in Landlord's reasonable opinion, to affect Landlord's own operations or interests.

(b) Plans and Specifications. Tenant, at the Tenant's expense and prior to commencing the installation of Tenant's Equipment, shall submit to Landlord the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, and (ii) a list of all known frequencies licensed or assigned to Tenant by the Federal Communications Commission (the "FCC") to be used at the leased Site. Tenant shall not install any equipment or commence any work on the ~~Tower or Site~~Leased Space until Landlord approves Tenant's site plan, plans and specifications, and frequencies, such approval to be given in Landlord's reasonable/sole and absolute discretion. If Landlord does not approve Tenant's site plan, plans and specifications, or frequencies, Tenant may not install or construct Tenant's Equipment on the ~~Tower or the Site~~Leased Space.

(c) Compliance with Laws. Tenant's installation of Tenant's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or

local authorities, and Tenant shall deliver to Landlord, prior to installing Tenant's Equipment on the ~~Tower and the Site~~ Leased Space or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Tenant's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the 1st of the month after the start of construction or _____, ~~July 1, 2013~~ and expiring on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred. Thereafter, provided that it has faithfully performed its obligations under this Agreement, Tenant shall have the option to extend its occupation of the Leased Space, continuing all the same conditions and provisions hereof, for four (4) additional terms of five (5) years each. This Agreement shall automatically renew unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. Base Rent. Tenant shall pay to Landlord as a Base Rent pursuant to this Agreement in the basic amount of One Thousand Two Hundred Dollars (\$1,200.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of ~~one and one-half~~ five percent (1.5%) per month until paid. Annually, on the first ~~anniversary day of a month immediately following~~ the Commencement Date, and every year thereafter for the duration of this Agreement, the amount of the monthly rent which Tenant shall pay to Landlord shall be increased by an amount equal to three percent (3%) of the Base Rent in effect during the previous year. Until further notice, checks should be made payable to: _____, and mailed to _____. Landlord's FEIN is _____.

5. Utilities. Tenant shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Tenant's operations. Landlord agrees to grant Tenant or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Tenant's operations.

6. Mechanic's Liens. Tenant shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site and Tenant's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Tenant's installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Tenant shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Tenant fails to bond or discharge the lien within such twenty (20) day period, Landlord, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Landlord in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys

fees and costs, shall be immediately due and payable by Tenant upon demand from Landlord and Tenant agrees to indemnify and hold Landlord harmless from all such amounts.

7. Taxes. ~~Landlord shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Landlord's Equipment or use of Landlord's communications system on the Site; provided, however, if Landlord's personal or real property taxes increase as a result of Tenant's Equipment or any improvements constructed by Tenant on the Site, Tenant shall be responsible for payment of the increase in Landlord's personal and real property taxes.~~ [pc5] Tenant shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Tenant's Equipment or the Tenant's use of Tenant's Equipment on or about ~~Tower or the Site~~ the Leased Space.

8. Maintenance and Repairs.

(a) Tower and Landlord's Equipment. Landlord shall be responsible for proper maintenance of the Tower, and Landlord ~~covenants~~ agrees to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Tenant's Equipment cause increased maintenance, repairs, or replacements to the Tower, Tenant shall pay the cost of the increased maintenance, repairs and replacements to Landlord within thirty (30) days of receipt of written notice and copy of an itemized invoice from Landlord. Tenant shall be responsible for the proper maintenance of Tenant's Equipment.

(b) Tenant's Equipment. Tenant, at Tenant's expense, shall maintain, repair and replace Tenant's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Tenant's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Landlord. In order to protect the integrity of the Tower, Tenant agrees that any maintenance, repair and/or replacement performed on the Tenant's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Landlord's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Tenant's Equipment shall not interrupt or interfere with the operation of Landlord's communications system or Landlord's Equipment, and/or Landlord's Existing Tenant's communications system and equipment, specifically the Ground Site Lease Agreement between City of Menasha and TeleCorp Realty dated February 27, 2001 ("Landlord's Existing Tenant"), unless Landlord and Landlord's Existing Tenant agrees to such interruption or interference in writing. Tenant shall ~~perform~~ have twenty-four (24) hour access for routine maintenance of ~~Tenant's Ebase station equipment~~ during normal business hours (Monday – Friday, 7-3:03030 p.m.). Tenant shall provide Landlord with at least forty-eight (48) hours notice prior to any scheduled maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Landlord at least twenty-four (24) hours after access to the Tower or Site has occurred. Landlord shall have the right to have a representative present during any maintenance, repair or replacement on the Tenant's Equipment that requires access to the Tower or the Site.

9. Access. Tenant shall at all times have unrestricted access to Tenant's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Tenant's antennas and lines at Tenant's sole expense by a qualified tower services contractor approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Tenant shall have the right to allow qualified inspectors to examine/inspect the structural integrity of the Tower at such times as they deem reasonable. ~~These inspections shall also be definitive on whether the Landlord is or is not in compliance under the requirements of Section 8(a) herein.~~ In the event that such inspection shall detect a lack of the required maintenance of the Tower, Tenant shall have the inspector provide a detailed summary of such deficiencies to the Landlord. Upon receipt of such summary, the Landlord shall have thirty (30) days to cure all such deficiencies or the Tenant shall have the right to cure same if the cost does not exceed one month's Base Rent. Any expenses incurred by the Tenant in performing maintenance on the Tower required to be performed by the Landlord may be recovered ~~by the~~ from the Landlord or at their Landlord's option, may ~~be~~ utilized as an offset on rent payable by the Tenant under the terms of this Agreement.

10. Interference. Tenant agrees not to allow any use of Tenant's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Landlord's related equipment, Landlord's communications signal or system, or ~~Landlord's Existing Tenant~~any third party's equipment or communications system located on the Tower under the terms of a prior agreement with Landlord, to Tenant's use of the Tower. In the event Tenant's Equipment or Tenant's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Landlord's related equipment or communications system or any third party's equipment or communications system located on the Tower under the terms of a prior agreement with Landlord, to Tenant's use of the Tower, Tenant, upon notification of such interference, agrees to promptly remedy such interference at Tenant's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Landlord's sole satisfaction. Landlord agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause measurable interference with or cause the improper operation of the Tower, the Tenant's related equipment, or the Tenant's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Tenant's related equipment or communications system, Landlord, upon notification of such interference, agrees to promptly remedy such interference to Tenant's sole satisfaction, ~~at Landlord's cost~~ Tenant may withdraw from this agreement.

11. Interruptions. Landlord and Tenant agree that Landlord shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Tenant's Equipment or the operation of the Tenant's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Landlord shall not give any unauthorized access to Tenant's Equipment; however, Landlord shall not be responsible to Tenant for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Landlord on Landlord's Equipment or the Tower, Landlord shall take all reasonable steps to not interrupt or interfere with the operation of Tenant's communications system or equipment without Tenant's written agreement.

12. Compliance with Laws. Tenant shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Tenant's Equipment, as the case may be. Without limiting the foregoing, the Tenant shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Tenant's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Tenant to ensure that Tenant's use, installation, or modification of Tenant's radios, signal carriage devices and antennas (Tenant's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Tenant's Equipment, Landlord's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Landlord shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Tenant shall reconfigure Tenant's Equipment, including but not limited to reducing power levels, as reasonably directed by Landlord, and shall equitably share in all expenses incurred by Landlord as are necessary in order to meet FCC compliance levels.

(c) Tenant shall reimburse Landlord, within 30 days following receipt of an invoice from Landlord, for reasonable expenses or costs incurred by Landlord to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Tenant's Equipment at the Site.

(d) Tenant agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Tenant will cooperate with Landlord and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Tenant acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Tenant shall reduce operating power or cease operation of Tenant's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all claims, demands, liability, loss, cost or expense, including reasonable attorney fees, resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment or the negligent acts and omissions of their respective contractors and invitees. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and 895.

15. Insurance. Tenant shall have adequate insurance at all times at Tenant's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$2,000,000 covering personal injury and property damage, (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$500,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Tenant hereunder, shall name Landlord as an additional insured if specifically requested, and include a waiver of subrogation in favor of Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the required coverage and shall give Landlord written notice if the coverage represented in these certificates is reduced or canceled. Landlord may require increased insurance limits consistent with community standards not more often than once within each lease term.

Notwithstanding the foregoing, Tenant, nor any employee, contractor, subcontractor or agent of Tenant, shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. Except in the case of measurable interference under paragraph 10 of this Agreement, if Tenant fails to comply with any provision of this Agreement which Landlord claims to be a default hereof, Landlord shall serve written notice upon Tenant specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Tenant shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Tenant makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Tenant's Interest. Tenant's interest under this Agreement shall be assignable by Tenant, without the necessity of obtaining Landlord's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Tenant. Any other assignment of this Agreement by Tenant shall require Landlord's prior written consent, the approval of which shall not be unreasonably withheld.

18. Multiple Users. Tenant shall not sublet or otherwise subdivide the Leased Space or any portion thereof, or permit the Leased Space to be occupied by multiple simultaneous users claiming through or under Tenant.

19. Removal of Tenant's Property. Tenant's Equipment is agreed to be Tenant's personal property, and Tenant shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Leased Space free from any lien of Landlord. Upon the expiration or earlier termination of this Agreement, Tenant: (i) shall remove Tenant's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Landlord's

communications system or Landlord's Equipment in removing Tenant's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Tenant fails to remove any of Tenant's Equipment from the Tower or the Site within sixty (60) days of the expiration or earlier termination of this Agreement, Tenant shall be deemed to have abandoned Tenant's Equipment and Landlord shall be free to remove and dispose of Tenant's Equipment in any manner determined by Landlord, in Landlord's sole and absolute discretion, and without any liability to Tenant therefor. If Tenant is deemed to have abandoned Tenant's Equipment to Landlord, pursuant to the preceding sentence, Tenant shall reimburse Landlord within thirty (30) days of Tenant's receipt of an invoice from Landlord, for all costs incurred by Landlord in removing and disposing of Tenant's Equipment, such obligation to reimburse Landlord to survive the termination of this Agreement. Notwithstanding the foregoing, Tenant shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Landlord upon the expiration or earlier termination of this Agreement. Tenant shall maintain execute a surety bond in the amount of \$20,000 (Twenty-Thousand Dollars) in favor of Landlord to insure the Tenant's faithful performance of its obligation and cover the cost of removal of the Tenant's Equipment in a form acceptable to Landlord to ensure compliance with the terms of this paragraph.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Tenant from Landlord.

(ii) Other Default. The failure by a party to observe or perform any of the ~~covenants or~~ provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of ~~fifteen thirtyfifteen (3015)(15)~~ days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such ~~fifteen thirtyfifteen (3015) (15)~~ day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Agreement and all rights of Tenant hereunder. If there occurs an Event of Default by Landlord or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, ~~or~~ in addition to any other remedies available to Tenant at law or in equity, Tenant shall have the right to terminate this Agreement without further obligation under this Agreement other than the removal of Tenant's Equipment.

21. Termination. Tenant shall have the right to terminate this agreement at any time upon one (1) years prior written notice by Tenant to Landlord subsequent to the fifth (5th) year

anniversary of the commencement date of this Agreement upon paying Landlord a termination fee equal to one (1) years rent at the rental rate in effect on the effective date of such termination and payable on the effective date of the termination.

22. Destruction. If the Tower is totally or substantially destroyed, Landlord, in Landlord's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower at Landlord's expense. If Landlord elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate. If Landlord elects to rebuild the Tower, Tenant shall not be required to pay rent while the Tower is being rebuilt unless Landlord provides Tenant with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the ~~Tower and the Site are~~ Leased Space is permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation or Damage. In the event the ~~Tower and the Site are~~ Leased Space is temporarily damaged, taken, or condemned in ~~their-its~~ entirety or in the event a portion of the ~~Tower or the Site~~ Leased Space is temporarily or permanently damaged, taken, or condemned whereby the ~~Tower~~ Leased Space is not able to be utilized by the Tenant as it was on the effective date for a period of one (1) year or more, then the Tenant shall have the right to terminate this Agreement from the time of the damage, taking, or condemnation until the Leased Space is in its original condition. Landlord shall have the right to terminate this Agreement by giving Tenant written notice thereof or to provide alternative space to Tenant, such alternative space to be acceptable to Tenant in Tenant's sole and absolute discretion. If the alternative space is unacceptable to Tenant, Tenant shall give Landlord written notice thereof and, upon Landlord's receipt of such written notice, this Agreement shall terminate. If either Landlord or Tenant elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Landlord shall receive the entire condemnation award for the Tower, Landlord's Equipment and the leasehold interest in the Site and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant in and to such award. Tenant shall have the right to recover from such authority, but not from Landlord, any compensation awarded to Tenant on account of Tenant's Equipment, Tenant's moving and relocation expenses, and Tenant's lease interest.

24. Quiet Enjoyment. Landlord ~~covenants~~ agrees that Tenant shall have quiet enjoyment of the Leased Space throughout the duration of the Agreement, as the same may be renewed and extended, and that Landlord will not intentionally disturb Tenant's occupation thereof as long as Tenant is not in default under this Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

26. Binding Effect. All of the ~~covenants~~, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

28. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) Definitions: For purpose of this Agreement, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Lease, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Tenant: Tenant shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall indemnify and hold Landlord 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, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused ~~materially~~solely by Tenant or persons acting under the direction and control of Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Landlord may reasonably request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) Duty of Landlord: Landlord shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Landlord shall indemnify and hold Tenant 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, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property if caused materially by Landlord or person acting under the direction and control of Landlord~~unless caused~~^[pc6]solely by Tenant or person acting under the direction and control of Tenant^[jae7]. Landlord shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Landlord’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Agreement, the provisions of this Section will survive the expiration or termination of this Agreement and either party shall have the right to summarily terminate this Agreement, without giving notice required under this Agreement, in the event of default of the other under this Section. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and 895.

32. Applicable law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Leased Space is located.

33. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LANDLORD:

 Attention: _____

 Site Name/Number: _____

| Site Number: APP013

Site Name: ~~Baldwin Street~~Plank Road

TENANT: Airadigm Communications, Inc.
Attention: Contract Administrator
2301 Kelbe Drive
Little Chute, WI 54140
| Site Name/Number: APP013 Baldwin St

34. Waiver of Compliance. Any failure of the Tenant to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Landlord, but such waiver or failure to insist upon strict compliance with such obligation, ~~covenant,~~ agreement, or condition, shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space Lease Agreement* as of the day and year first above written

LANDLORD

By: _____

Printed: _____

Title: _____

TENANT

Airadigm Communications, Inc.

By: _____

Printed: Robert J. Galle

Title: CEO

ACKNOWLEDGEMENTS

STATE OF _____)

)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that [name] _____, [title] _____, known to me to be the same person who signed the foregoing “Tower and Ground Space Lease Agreement,” personally appeared before me this day and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the day ____ day of _____, 20____.

Notary Public

STATE OF WISCONSIN)

)

COUNTY OF OUTAGAMIE)

I, the undersigned, a Notary Public in and for the State of Wisconsin, hereby certify that [name] _____ [title] _____, known to me to be the same person who signed the foregoing “Tower and Ground Space Lease Agreement,” personally appeared before me this day and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the day ____ day of _____, 20____.

Notary Public

Exhibit A Legal Description

DESCRIPTION	ATTRIBUTE	Parcel Map
Parcel Id.	750049700	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">Tip!</p> <p style="text-align: center; font-weight: bold;">Profile Results:</p> <p style="text-align: center;">Use the scroll bar ---> on the right side of this page to scroll down and view the rest of the Parcel Profile Information Report.</p> </div> <div style="text-align: center;">  </div> <p style="color: green; font-weight: bold;">* Assessed values for: 2013</p> <p style="color: red; font-weight: bold;">* Brief Property Description is provided for reference purposes only and should NOT be taken as the full legal description nor used to convey property!</p>
Document No.	n/a	
Linked To TaxRoll On:	02-05-13	
Tax Owner(s)	CITY OF MENASHA	
Tax Address	140 MAIN ST MENASHA WI 54952	
Property Address	455 BALDWIN ST	
Land Value*	0	
Improvement Value*	0	
Total Assessed Value*	0	
Section-Town-Range	n/a	
Brief Property Description*	PART OF SE-NE SEC 14 T20N R17E & PART OF GOVT LOT 1 OF SAID SEC & PART OF GOVT LOT 4 SEC 1 3 T20 17E AS DESC V1172 P136 E XCL PART DESC V1173 P572 & V11 76 P255 & DOC #460594 R.O.D.	
Treasurer/Tax History	View History...	
Deed Acreage	10.201	
School District	MENASHA SCHOOL DIST (3430)	

Exhibit B
Tenant's Equipment

Tower Equipment:

3 -36" Standoff Mount with Stiff Arm

6 – Feedlines, 1-5/8' diameter coax

3 – Amphenol Antenna, Antel BXA 185063-12CF

3 – TMA, Powerwave LGP

4 – Copper Ground Bars, 4" x 20"

Connectors and mounting hardware

Ground Equipment:

1 - Radio Base Station, Ericsson RBS 2106

1 – Icebridge, standard 10' kit

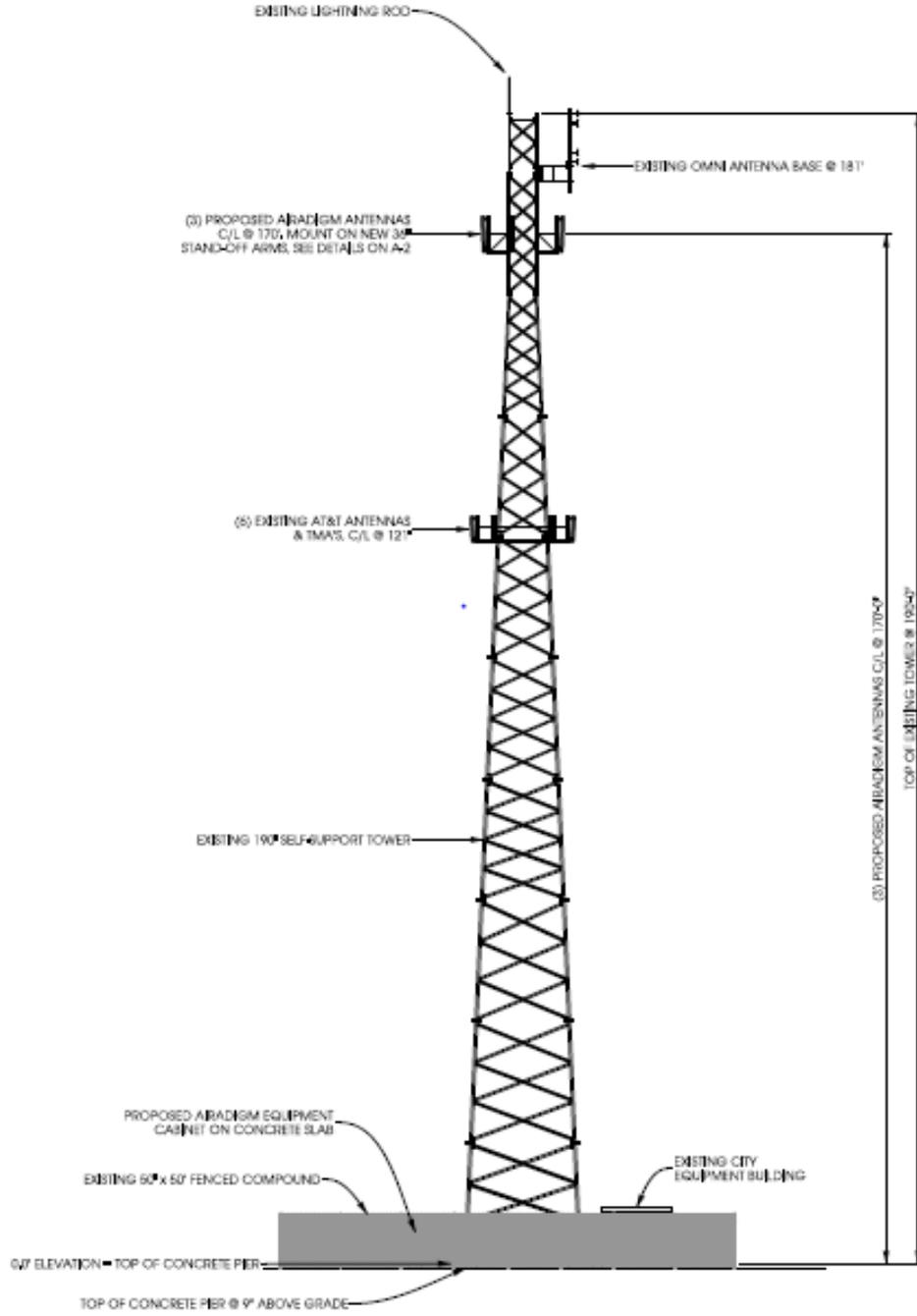
1 – Telco and Power Interface Cabinet

1 - Andrew H-Frame

1 – Concrete pad for ground equipment

Exhibit C
Leased Space

Tower Space



TOWER PROFILE (NORTH ELEVATION)

