

December 12, 2014

City of Menasha  
Attn: Public Works Director  
140 Main Street  
Menasha, WI 54952-3151

RE: Airadigm Communications, Inc. – Decommissioning of Site and Lease Termination  
455 Baldwin Street, Menasha, WI (Airadigm: APP013/Baldwin Street)

To Public Works Director,

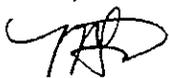
Airadigm Communications, Inc. has sold its spectrum and has already begun decommissioning its sites. All Airadigm equipment currently on The City of Menasha's tower located at 455 Baldwin Street in Menasha, Wisconsin is dead equipment that needs to be removed and the lease terminated to allow space and capacity for other tenants.

Airadigm's intent with this letter is to make an offer for lease termination compensation. Airadigm will offer a pre-payment of one year's rent for site APP013. Payment would be made to The City of Menasha by 1/31/2015. This would be a check in the amount of **\$15,054.48** as shown in the attached table of pay out. If the City of Menasha accepts, Airadigm will prepare an amendment to terminate the lease and MOL to record the termination.

Airadigm's equipment will be removed from the tower during January 2015.

Please review and contact me to discuss further as soon as possible. I have attached a letter from Airadigm giving Faulk & Foster the authority to engage in lease negotiations as it pertains to the decommissioning of sites on behalf of Airadigm Communications, Inc.

Sincerely-



Nicole Goi  
Faulk & Foster Real Estate, Inc.  
916-468-8181  
[Nicole.Goi@faulkandfoster.com](mailto:Nicole.Goi@faulkandfoster.com)

Enclosures

Airadigm Authorization Letter  
Proposed Compensation Package

Airadigm Authorization Letter



To whom it may concern:

This letter will serve as notification that Faulk & Foster Real Estate, Inc. and Wave Communication are working with Airadigm Communications, and have authority to engage in lease negotiations and all other aspects of decommissioning cell sites on behalf of Airadigm Communications.

Sincerely,

A handwritten signature in cursive script that reads "Mike Cooney".

Mike Cooney  
Director Customer Care & Sales  
[mcooney@Airadigm.com](mailto:mcooney@Airadigm.com)  
920-707-7019

**Proposed Compensation Package**

<b>Site #</b>	<b>Current Rent</b>	<b>Pay-Out</b>
APP013	\$1236.00	\$15,054.48
<b>TOTAL</b>		<b>\$15,054.48</b>

**SITE LEASE TERMINATION AGREEMENT  
AND  
GENERAL RELEASE**

This Site Lease Termination Agreement and General Release (hereinafter "Agreement") is mutually made, executed and delivered this \_\_\_\_ day of January, 2015, in multiple original copies, by and between City of Menasha, a Wisconsin municipality, having an address at 140 Main Street, Menasha, WI 54952 (hereinafter "Landlord"), and Airadigm Communications, Inc., a Wisconsin corporation having an address at 100 W. College Ave, Ste 50B, Appleton, WI 54911 (hereinafter "Tenant"), for good and valuable consideration, the receipt and legal sufficiency of which is hereby mutually acknowledged, on the following terms, covenants, conditions and provisions concerning the following tower (hereinafter "Premises") located at 455 Baldwin Street, Menasha, Wisconsin.

**RECITALS**

WHEREAS, Landlord and Tenant (or their respective predecessors-in-interests) entered into a Tower and Ground Space Lease Agreement dated May 23<sup>rd</sup>, 2013 whereby Landlord leased to Tenant (or its predecessor-in-interest) certain Leased Premises, therein described, that are a portion of the Property located at 455 Baldwin Street, Menasha, in Winnebago County, Wisconsin (hereinafter "Original Agreement").

WHEREAS, pursuant to the Original Agreement, Tenant has the right to install, operate and maintain its own communications system, which right may include (among other things), permission to install utility lines, transmission lines, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas, microwave dishes, batteries and other power sources (possibly including a generator and pad), and other related fixtures, supporting equipment, and structures (hereinafter collectively, the "Communications Facility").

WHEREAS, by mutual agreement, Landlord and Tenant desire to terminate the Original Agreement and any amendments, effective as of the Termination Date (as defined below).

WHEREAS, Landlord and Tenant are willing to so terminate the Original Agreement, pursuant to the provisions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained, the parties agree as follows:

- I. Date of Termination: Final Payment.

a. The Original Agreement is hereby canceled and terminated effective midnight the 31st day of January, 2015 or the date Tenant vacates and surrenders the Premises pursuant to Section 2a below, whichever occurs later (“Termination Date”). From and after the Termination Date, neither Landlord nor Tenant will have any further rights or obligations under the Original Agreement, and Tenant will have no further right or interest with respect to the Premises.

b. In full and final payment of any and all sums due or owing by Tenant to Landlord under the Original Agreement or otherwise in connection with the Premises, Tenant will make a final payment of Fifteen Thousand and Fifty Four Dollars and Forty Eight Cents (\$15,054.48), in the same time and manner as rent is currently paid by Tenant, but in no event later than January 31, 2015, which payment shall be considered full, final and complete payment for any rent due, or any other cost, damage or expense due to Landlord by virtue of the Original Agreement (the “Final Payment”).

2. Vacation and Surrender of the Premises; Premises Acceptance.

a. Landlord and Tenant have expressly agreed that on or before February 28, 2015, Tenant will vacate and surrender the Premises to Landlord in its current “AS-IS” condition, and that Tenant will remove from the Premises its equipment from the ground and tower.

After removal of the equipment, which removal will be done by Tenant in a professional, safe, and workmanlike manner, and without damaging any tower or structure which is on the Premises, ordinary wear and tear excepted, Tenant will have no further obligation (notwithstanding anything to the contrary contained in the Original Agreement or otherwise) to remove any other equipment from the Premises or otherwise repair or restore the Premises or any other portion of Landlord’s Property.

b. Upon Tenant’s vacating of the Premises, Tenant shall give written notice to Landlord by e-mail (addressed to Mark Radtke at [mrادتke@ci.menasha.wi.us](mailto:mrادتke@ci.menasha.wi.us)) that Tenant has vacated, and within five (5) days of receipt of such notice, Landlord shall acknowledge by e-mail that Tenant has surrendered the Premises. Landlord’s notice will constitute conclusive evidence and proof that Tenant has vacated and surrendered the Premises to Landlord in the condition required by this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Landlord’s Property will be deemed abandoned by Tenant and accepted by Landlord, on the terms set forth herein.

3. Release of Obligations. Except for Landlord’s and Tenant’s respective rights to enforce the provision of this Agreement, effective as of the Termination Date, Landlord and Tenant, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successor and assigns, do each here release and forever discharge each other and their present and former directors, officers, shareholders, manager, agents, trustees, beneficiaries, attorneys and employees (the “Released Parties”) from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims demands, judgments, actions or suits of any kind (collectively,

“Claims”) which they may have against one another arising out of or relating to the Original Agreement, and the use and occupancy of Premises, the Communications Facility and/or Landlord’s Property, including without limitation, any attorneys’ fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have unknown Claims against the other arising out of or related to the Original Agreement, and the use and occupancy of Premises, the Communications Facility and/or Landlord’s Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

6. Attorneys’ Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys’ fees and expenses from the other.

7. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

9. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Premises is located.

IN WITNESS WHEREOF, the parties have executed this Site Lease Termination Agreement and General Release as of the date and year first above written.

“LANDLORD”

“TENANT”

CITY OF MENASHA,  
a Wisconsin municipality

Airadigm Communications, Inc.,  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_