

THE SITE LEASE WITH OPTION ("Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
("Effective Date") by \_\_\_\_\_ and \_\_\_\_\_ between  
\_\_\_\_\_ ("Landlord") and

**COMPANY Communications,LLC**, with its principal office at ADDRESS ("Lessee").

### **Option to Lease**

(a). In consideration of the payment of free high-speed internet connectivity (the "Option fee") by Lessee to Landlord. Landlord hereby grants to Lessee an option to use a portion of the real property as agreed on on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of **one sixty (36) months**, commencing on the Effective Date (as defined above) (the "Option Period"). Lessee may extend the Option Period for an additional **sixty (36) months** upon written notice to Landlord at any time prior to the end of the Option Period.

**1. Location.** Subject to the following terms and conditions, Landlord hereby leases to Lessee the use of a portion of property located ADDRESS for placement of Communications Equipment, together with easements for access and utilities, generally defined, described and depicted in the attached Exhibit A (collectively referred to hereinafter as the "Premises").

**2. Term.** The initial term of the lease shall be **five (3) years** commencing at the time Lessee obtains access to the Communications Facility ("Commencement Date") and terminating at midnight on the last day of the initial term (the "Initial Term").

**3. Permitted Use.** Lessee may use the Premises for the transmission and reception of radio communications signals and for the construction, installation, of antennas, equipment shelters and/or cabinets, transmission cables and related activities. Lessee agrees to present landlord information for approval of all proposed antennas and equipment.

### **4. Rent.**

(a). Lessee shall provide Landlord, as rent during the Initial Term, **free high speed internet access for use within the building located at LOCATION**. Landlord shall have the right to unilaterally terminate this lease in the event of persistent failure of Lessee to provide internet access.

(c). Landlord shall provide to Lessee an electric supply rated at **15 amperes, 120 volts**, for which Lessee is to pay rent as described in paragraph (4).

(d). As partial consideration for Rent paid under this Lease, Landlord hereby grants Lessee a nonexclusive easement in and across the Property for ingress, egress, and access (including access for the purposes described in section 1) to the Premises adequate to install and maintain utilities, and to service the Premises and the Communications Facility at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The Easement provided herein under shall have the same term as this Lease.

(e). Upon termination or expiration of this lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear accepted.

**5. Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further uncured liability as follows:

(a). upon twenty (20) days written notice by Landlord if Lessee fails to cure a default for payment of amounts due under his Lease within that twenty (20) day period;

(b). upon twenty (20) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that twenty (20) day period, or such longer period as may be required to diligently complete a cure commenced within that twenty (20) day period;

**12. Harmless.** Lessee agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Communications Facility, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

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

**Landlord:** \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Lessee:** COMPANY

Signed: \_\_\_\_\_

Printed:

Title: CEO