

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (the "Lease Agreement"), entered into as of the _____ day of _____, **2008**, by and between **Vanguard Wireless, L.P.**, a Texas limited partnership ("Lessor"), having an address at **790 Cypress Street, Abilene, Texas 79601**, and _____ having an address at _____, (hereinafter referred to as "Lessee").

In consideration of the mutual promises, conditions, covenants and considerations passing between the parties hereto, it is understood and agreed by and between the parties to this Lease Agreement as follows:

Lessor does hereby lease unto Lessee antenna space on Lessor's _____ site located at _____, **Latitude:** _____ **Longitude:** _____ together with access thereto (the "Site"). The property to be installed and maintained by Lessee at Lessee's expense on Lessor's Site is described as follows:

- A. Equipment of Lessee and its location on Lessor's tower and ground site as described on Exhibit A, attached, and as shown on the diagram attached to Exhibit A which shall be approved by Lessor prior to Lessee's installation.
- B. Equipment Building: Lessee will have the use of Lessor's equipment building which is located near the base of the tower for a standard rack in which to place Lessee's equipment, as such leased space in Lessor's equipment building is designated on the diagram attached to Exhibit A.

1. TERM AND RENTAL: The Initial Term of this Lease Agreement shall be for a period of 5 year(s) commencing on _____. For as long as Lessee does not increase the size of its Premises or alter the wind load or structural impact of its equipment upon the Tower, monthly rental shall be in the amount of \$ _____ ("Rental Rate" or "Rent") for the first year. This Rental Rate will be increased annually effective on the anniversary of the effective date of this Agreement each year by three percent (3%). Upon delivery to Lessee of Lessor's calculation of such increase, Lessee shall pay any such increase with the monthly Rent payment for the next month. In addition to the monthly Rental Rate, Lessee shall pay Lessor if, and when due, any sales, use or other taxes or assessments which are assessed or due by reason of this Lease Agreement and/or Lessee's use of the Site hereunder.

1.1. This Lease Agreement shall be automatically extended for 5 additional terms of 5 year(s) each ("Renewal Terms"), upon the same terms and conditions found herein. Lessee may elect not to extend this Lease Agreement as to any Renewal Term by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or the expiration of the preceding Renewal Term, as the case may be. The Initial Term together with any Renewal Terms are collectively referred to herein as the "Term". Notwithstanding anything to the contrary above, the Term shall in no event extend for any period in excess of the term of Lessor's site ground lease or access thereto.

2. SECURITY DEPOSIT: Lessee agrees to deposit \$0.00 with Lessor as Security Deposit at lease execution. This Security Deposit is non-refundable for the term of this Lease Agreement, and shall be security for the performance of Lessee's obligations hereunder. Said sum may, at Lessor's option, be applied to satisfy any such obligation which may be in default, but the making of such deposit shall not excuse Lessee from any such obligation. Any portion of said sum which has not been so applied by Lessor will be returned to Lessee at the expiration of this Lease Agreement.

3. TITLE: Lessee shall have no right, title or interest in the Site except the non-exclusive use thereof as expressly set forth in this Lease Agreement.

4. INVOICING: Lessor may, as a convenience to Lessee, furnish to Lessee an invoice stating the amount of rental and additional charges, if any, due by Lessee for the next succeeding rental period. The failure or omission of Lessor to furnish to Lessee such invoice shall not relieve the Lessee from the requirement to make full and timely payment of rentals as herein required.

5. LATE CHARGES: In the event any payment due hereunder shall remain unpaid for a period of ten (10) days or more after the due date of such payment, Lessor shall be entitled to the additional amount of twenty-five dollars (\$25.00) as a late charge.

6. ELECTRICITY: Lessee shall be required to provide its own electricity at the Site. All installation and maintenance of same shall be at the sole risk and expense of the Lessee. If Lessor provides electricity at the Site for the benefit of Lessee, Lessee shall reimburse Lessor \$ _____ monthly, as additional rent for electrical usage. Lessor has the right to adjust this amount annually based on actual usage and cost of same.

6.1. Lessee shall have the right to use the existing emergency stand-by generator(s) at the Site, if one exists, for an additional rental rate of N/A per month, however, Lessor makes no representations or warranties as to the fitness of such generator(s) for the Lessee's requirements.

7. **DEPOSITS, FEES AND TAXES:** In the event that the FCC, the U.S. Forest Service, any public utility, or any other agency requires or increases any fees and/or deposits in connection with the Lessee's use of the Site, Lessee agrees to pay said fees and/or deposits upon notice.

8. **PERMITS, LICENSES AND REGULATIONS:** Lessee agrees and understands that it is the Lessee's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the Site and of Lessee's equipment; including without limitations, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. Lessee agrees and understands that changes in rules and policies by agencies or persons other than Lessor that affect the operation or use of Lessee's equipment and of the Site are not the Lessor's responsibility. Lessee hereby represents that Lessee has obtained the necessary licenses and permits required to use said Site, or that Lessee will obtain said licenses or permits, at Lessee's own expense, prior to any such use.

9. **USE:** It is expressly agreed by Lessee and Lessor that: (1) while using the Site, Lessee shall be responsible for proper operation of its equipment in compliance with Federal Communications Commission ("FCC") rules; (2) Lessee hereby consents to the execution of agreements between Lessor and other parties eligible to share the Site, whereby such parties may utilize and share said Site with Lessee; and (3) Lessee represents that it has independently ascertained that the Site is adequate and proper for Lessee's intended use and has entered into this Lease Agreement based solely upon said independent investigation, and not by any representation by Lessor.

10. **COVERAGE AND INTERFERENCE:** Lessor makes no representations concerning the distance at which useable radio signals may be transmitted and received from the Site or location thereof. Lessee is hereby notified that the Site is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies. The Lessor is not responsible for interference due to the above or other causes.

10.1. Lessee shall be responsible for taking such steps as may be necessary to prevent any spurious radiation or "objectionable interference" (as hereafter defined) with the broadcasting or transmission facilities of Lessor or other lessees on the Site caused by Lessee. If Lessee has not taken corrective measures within twenty-four (24) hours after Lessee has been notified that its equipment is causing objectionable interference, then Lessor may in addition to its other rights or remedies, at its discretion: (1) disconnect power to Lessee's equipment and/or (2) take corrective action and charge Lessee for all costs of labor and materials necessary to eliminate such interference and/or spurious radiation. If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to Lessor, Lessor may elect to terminate this Lease Agreement by giving Lessee written notice. Lessor or its designated representatives shall have the sole right, initially and during the term of this Lease Agreement, to (a) determine the location of the equipment on the Site, and (b) require Lessee to take whatever action is necessary to eliminate objectionable interference by Lessee's equipment with devices approved by Lessor to minimize spurious radiation. If Lessor requires the equipment to be moved (except as necessary or appropriate to reduce objectionable interference), Lessor shall be responsible for any reasonable costs of moving same.

10.2. Nothing contained in this Lease Agreement shall be deemed to entitle Lessee to the exclusive possession of any vertical span of space on the Site, it being the intention of the parties that the vertical span of space may be used by others at the direction of the Lessor provided no objectionable interference is caused to Lessee's radio transmission activity. It is understood and agreed that Lessor intends to and shall have the right to accommodate as many transmitters and/or receivers as possible at the Site, and in that connection it is understood and agreed that Lessor shall have the right at any time during the term of this Lease Agreement to locate the antenna or other equipment of other lessees within the same vertical space on the Site as Lessee may occupy, including the right to require the multiplexing or the transmission of another lessee or lessees provided no objectionable interference is caused to Lessee's transmission activities thereby and, provided, further, that Lessee is not put to any cost in connection therewith. For purposes of this Lease Agreement, objectionable interference shall be deemed to exist if: (1) a determination to that effect is made by an authorized representative of the FCC, or (2) a condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect, or (3) there is a material impairment of sound, picture, data or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other lessees were transmitting from the Site or had any equipment at the Site, or (4) a lessee is prevented from using or having access to its equipment at reasonable and usual times to an extent to which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of new equipment by another lessee or by repairs to or maintenance of existing equipment of another lessee shall not be considered objectionable interference.

10.3. If appropriate to maintain safe or efficient operation of the Site, Lessee shall be required to participate in any transmitter and receiver combining and multicoupling systems operating from one or more antennas installed by Lessor.

11. LESSEE'S MAINTENANCE AND REMOVAL OF EQUIPMENT AND COAXIAL CABLES:

11.1. Lessee shall install only the equipment, (including antenna and transmission line) which has been approved by Lessor. The Lessee agrees that the installation will be done in a neat, workmanlike manner and in compliance with all applicable laws and regulations. All costs of the installation (including repair of damages caused thereby to Lessor's or other lessee's equipment) will be the responsibility of the Lessee. Any additional equipment, other than Lessee's equipment above first referenced herein, shall only be installed at Lessor's consent by amendment hereof.

11.2. Lessee shall be required to properly ground all antenna equipment at the uppermost location of its equipment on the tower and properly ground its coaxial cable at the base of the tower.

11.3. Lessor retains the right to paint all coaxial cables attached to the tower, including Lessee's coaxial cable, as necessary, in order to prevent "black leg". In the event Lessor paints all coaxial cables, Lessee agrees to pay Lessor upon invoice for Lessee's pro rata share of reasonable expenses incurred by Lessor.

11.4. Lessee is required to remove all of Lessee's equipment, including Lessee's coaxial cable and antennas, on or before the date of termination of this Lease Agreement at Lessee's sole risk and expense. In the event Lessee does not timely remove its equipment, antennas and coaxial cable as herein required, Lessor shall retain the Security Deposit as liquidated damages. If the actual costs of removal of Lessee's equipment, antennas and coaxial cable by Lessor exceed the Security Deposit, Lessee shall pay to Lessor the additional cost. All equipment, antennas and coaxial cable not by Lessee so timely removed shall be considered abandoned by Lessee and shall become the property of Lessor.

12. **INSPECTION AND ACCESS:** Lessor will provide Lessee unlimited access to Lessee's equipment at the Site for the purposes herein agreed and for complying with any reasonable request for inspection by representatives of the FCC. Lessee shall have access only to its own equipment and under no circumstances will Lessee gain access to other equipment located at the Site or allow anyone else access to equipment other than its own. Lessee will provide Lessor in writing the identity of the service company or individual who is authorized to have access to its equipment for maintenance and only those so named will be required to be admitted. Lessor shall be afforded unlimited access to Lessee's equipment for inspection purposes and Lessee shall furnish Lessor with a key to or the combination of any lock securing Lessee's equipment.

13. **COORDINATION OF INSTALLATION, REPAIR AND MAINTENANCE:** In the event of the need for installation, repair or maintenance of the tower, equipment building or other common facility, or of the equipment of Lessee or other lessees, and if such repair or maintenance is not of an emergency nature, then Lessor or other lessees shall have the right, upon two (2) days notification to Lessee, to undertake such repair or maintenance at its convenience, or to require Lessee to do so, if the same relates to Lessee's equipment. Lessor and Lessee agree to coordinate such activities in such a manner as to minimize any downtime that may be caused to Lessee's operations, or to the operation of other lessees. Lessee agrees to reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, repair or maintenance may take place.

14. **FAILURES AND MAINTENANCE:** Lessee is hereby notified and understands that the Site will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Lessee prior to the execution of this Lease Agreement, and such failures shall not constitute nonperformance or negligence on the part of Lessor. Lessor is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this Lease Agreement by Lessor. The Lessee at its own expense shall be totally responsible for any and all maintenance of its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond control of Lessor.

Lessee promises to notify Lessor in writing of each and every failure and/or malfunction on the part of the Lessor or Site not later than forty-eight (48) hours after the occurrence of such failure and/or malfunction.

15. **CASUALTY:** If the Site becomes completely unusable due to fire or other casualty and Lessee's equipment becomes inoperable for a period of at least sixty (60) days as a result thereof, either party may elect to terminate this Lease Agreement upon thirty (30) days' written notice to the other given prior to the completion of repairs.

As Lessee's sole recourse or remedy for such casualty, the monthly Rent shall be abated on a per diem basis while the equipment at the Site cannot be operated due to fire or other casualty. Without limiting the foregoing, Lessor shall not, under any circumstances, be responsible for any losses or damage to Lessee's equipment or loss of service from Lessee's equipment as a result of fire, theft, vandalism, lightning, loss of AC power by serving utility, loss of accessibility, , power line surges, ground faults, excessive voltage, shut down of Site for necessary repairs or normal maintenance work, and any other causes. In the event of termination of this Lease Agreement, the monthly Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

16. TERMINATION OF LESSOR'S RIGHTS TO SITE: In the event that any state, local or federal governmental agency causes the Site and/or its location to become unavailable, or Lessor's Site ground lease is terminated for any reason, Lessor shall have the right to either (i) terminate this Lease Agreement without liability to Lessee or (ii) subject to Lessee's approval, make another similar Site and/or location available on the same terms, in which event the change of Site and/or location shall not affect the obligations of Lessee.

17. INSURANCE AND INDEMNITY: Lessor provides no insurance on Lessee's equipment. Lessee agrees to furnish Lessor with Certificates of Insurance certifying that Lessee has agreed to the below specified insurance. Further, such Certificate of Insurance will name Lessor, and Lessor's mortgagee if requested, as an additional named insured on liability insurance with minimum coverage of:

Bodily Injury and/or Death: \$500,000.00 for injury or death to any one person, and \$1,000,000.00 for all injuries and/or death sustained by more than one person in any one occurrence; and

Property Damage: \$1,000,000.00 for damage as a result of any one accident.

Except as to injury, death or property damage resulting from the sole negligence of Lessor, Lessor's agents, employees or contractors, Lessee agrees to indemnify Lessor and its representatives, successors and assigns from and against all claims, demands, rights, costs, expenses, compensation and causes of action of whatever kind and nature, including bodily and personal injuries, damage to property and the consequences thereof, resulting and to result from the use, installation, removal, maintenance or repair of Lessee's equipment or Lessee's employees, officers, directors, agents, owners, representatives, contractors, guests, invitees, workers, employees, successors and assigns. Lessee hereby acknowledges and agrees that Lessee's use of the Site is at Lessee's own risk, and Lessee hereby releases Lessor, Lessor's agents, employees and contractors from all claims except for any damage or injury resulting from the sole negligence or intentional wrongful conduct of Lessor, Lessor's agents, employees or contractors.

Lessee's indemnity obligation to Lessor as set forth herein shall include litigation expenses, court costs and reasonable attorney's fees incurred by Lessor subsequent to the first written demand notice that any claim or demand is made. The provisions of this paragraph shall survive the termination of this Lease Agreement with respect to any damage, injury or death occurring before such termination.

18. HAZARDOUS MATERIALS: Lessee represents to Lessor, as part of the considerations recited herein that no part of the leased premises shall be used by Lessee for the disposal, storage, treatment, processing, manufacturing or other handling of any hazardous wastes, hazardous substance, asbestos or other materials (collectively, the foregoing are referred to herein as "Hazardous Materials") deemed hazardous or otherwise subject to any federal, state, county or municipal laws, statutes, codes, rules, regulations or ordinances pertaining to the use, handling, release, disposal, storage, treatment, processing or manufacturing of such Hazardous Materials or similar materials and substances (collectively, all such laws, etc. are referred to herein as "Environmental Laws").

Lessee expressly acknowledges and agrees that in the event any such contamination by Hazardous Materials shall hereafter occur, or shall hereafter be determined to have occurred, arising out of or resulting from Lessee's occupancy, at, upon or from the leased premises, such occurrence of contamination shall be deemed, at Lessor's option, to constitute a default under this Lease Agreement. Lessee hereby covenants and agrees, further, that in the event of the occurrence of any such contamination by Hazardous Materials arising from Lessee's occupancy of the leased premises, or in the event of the determination that any such contamination of the property has occurred, Lessee shall be obligated, whether or not required by law, immediately to clean-up, remove, resolve, minimize the impact of or otherwise to remediate (any and all such activities being referred to generally as "Remediation") any such contamination of the property.

Lessee shall indemnify Lessor for, and shall defend and hold Lessor harmless from and against, any and all liabilities, causes of action, demands, penalties, losses, costs and expenses, including, but not limited to, attorney's fees and costs of Remediation, which may be suffered, paid or incurred by Lessor with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release upon or from the leased premises of any Hazardous Materials or any contamination by Hazardous Materials, that may arise out of or result from the Lessee's use and occupancy of the leased premises.

19. DEFAULT: In the event of Lessee's default in the payment of Rent or in the Lessee's failure to comply with any other material provision of this Lease Agreement, Lessor may, at its option, (i) terminate this Lease Agreement without affecting its right to sue for all past due Rent and any other damages to which the Lessor may be entitled, and/or (ii) disconnect some or all of Lessee's equipment or otherwise prevent its use and/or remove same to Lessor's storage facility at Lessee's expense and hold same until all defaults are cured (without any liability therefor or reduction in monthly Rent), and (iii) in addition, be entitled to all other rights and remedies to which it is permitted under law or in equity. Should Lessor be entitled to collect Rent or damages and be forced to do so through its attorney or by some other legal procedures, Lessor shall, upon receipt of a favorable judicial ruling, be entitled to its reasonable costs and attorney's fees thereby incurred. After any disconnection of Lessee's equipment, Lessee shall be required to pay a reconnection fee of Two Hundred Fifty Dollars (\$250.00) prior to reconnection of Lessee's equipment.

20. ASSIGNMENT: Lessee may not assign, sell or transfer its rights hereunder without the express written consent of the Lessor. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Lease Agreement.

21. SALE OR TRANSFER OF SITE: If Lessor sells or transfers the Site, Lessor (or any successor who transfers its interest) shall, upon consummation of the sale or transfer, be released from any liability thereafter accruing under this Lease Agreement.

22. ESTOPPEL: Lessee shall at any time upon ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any, (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed, and (c) setting forth any prepaid Rent. Any such statement may be conclusively relied upon by any prospective purchaser, investor, lessee or encumbrancer of the Site.

23. NOTICES: Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "Notice") in this Lease Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States Mail, postage and fees prepaid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, in person or by commercial courier or (c) by regular mail, facsimile transmission, telegram or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after such deposit or as of earlier actual receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the address of the parties shall, until changed by written notice, be as follows:

LESSOR: Vanguard Wireless, L.P.
790 Cypress Street
Abilene, Texas 79601
Telephone: (325) 691-0495
Facsimile: (325) 691-0483
Attn: Contract Administration

LESSEE:

Telephone: ()
Facsimile: ()
Attn:

24. GENERAL PROVISIONS: The undersigned certifies that he has read and understands all of the terms and conditions of this Lease Agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions hereof are part of this Lease Agreement, and there are no express or implied warranties, modifications, or performance guarantees other than those expressly stated herein. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing, and executed by Lessee and Lessor.

25. ATTORNMENT: In the event a third party acquires title to the Site, including by foreclosure or by acceptance of a conveyance in lieu of foreclosure of a lien, Lessee will automatically become the Lessee of such successor in interest without change in the terms or other provisions of this Lease Agreement; provided, however, that such successor in interest shall not be bound (a) by any payment of rent in advance other than in accordance with the terms of this Lease Agreement or (b) by any amendment or modification of this Lease Agreement made without the written consent of such successor in interest or (c) to make any expenditures of funds required by Lessor after the date of acquisition of title by such successor in interest. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided.

26. **AUTHORITY:** Any individual signing this Lease Agreement on behalf of an entity represents and warrants that he has full authority to do so.

27. **COUNTERPARTS:** This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. This Lease Agreement shall become operative when each party has executed at least one counterpart hereof.

28. **MISCELLANEOUS PROVISIONS:** Time is of the essence in this Lease Agreement. The waiver of any term, provision or any default shall not constitute the waiver of any other term, provision or default. This Lease Agreement is made, and is to be performed at the office of Lessor. This Lease Agreement shall be governed by the laws of the State in which the Site is located. If any part of this Lease Agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

This Lease Agreement shall be binding upon the respective successors, assigns and personal representatives of the parties.

EXECUTED this _____ day of _____, 2008.

LESSOR:

Vanguard Wireless, L.P.

By: _____
Warren D. Harkins, President

LESSEE:

By: _____
Printed Name: _____
Title: _____

