Sec. No.	Comments:	Actions Taken:
	Please delete the second sentence of Section (b). In addition, delete Sections (c), (d), and (e).	Adopted in part. Section (d) deleted.
Exhibit L	In #1, delete "established" Delete #2 and 3 In #4, delete – notation "we can't make this representation without knowing the rules" In #5, add to the end "By executing this Agreement, Licensor has consented to Licensee's provision of the Services" In #6, delete (ii) in its entirety.	Adopted. Rejected. Rejected. Rejected. Adopted.
	Delete Exhibit L	Rejected.
	With respect to #3: We would like some additional information on the intent of this clause. For example, what would constitute customization of Services? With respect to #5: We would like to request that (v) be revised to read as follows: "(v) internet access, including security services (e.g. firewall services)."	Rejected. Adopted.
	Please delete Paragraphs 2, 3 and 5. The reference to REIT Rules and compliance therewith is unnecessary in Paragraph 4. Avoidance of "non-qualifying income" is sufficient.	Rejected.
	Delete #3 Delete #5	Rejected. Rejected.
Schedule B	Delete Schedule B	Rejected.
	Delete the last sentence of the 2nd paragraph	Rejected.
	The Licensor's right to require an acceptable enclosure for the Generator should be limited to a "reasonably acceptable" enclosure. In the last sentence of the first paragraph, the proper test is: "... permanently removes the generator." The first sentence of the second Paragraph is probably impractical and should be deleted. Some damage to the Building will be caused when the Generator is installed and replaced. The key, however, is the covenant by the Licensee to repair such damage, which is already included. The second to the last sentence of the second Paragraph is unnecessary. The crux of the issue is adequately addressed in the last sentence. The second sentence of the second Paragraph should end with the phrase ", except to the extent	Adopted in part. First second of second paragraph retained. Second to last sentence of second paragraph retained. Clause "except to the extent..." added to second sentence of second paragraph. Licensee given right to sublet and assign interest.

Sec. No.	Comments:	Actions Taken:
	caused by the negligence or intentional misconduct of the Licensor, its agents, contractors or employees." Although the Licensor is entitled to an approval right for the Work Plans related to the Generator, those plans should be approved in the Licensor's reasonable discretion. Similarly, the Licensee should have the ability to propose a subcontractor or contractor to perform work related to the Generator, which subcontractor or contractor should be subject to the Landlord's reasonable approval. The Licensee should have access to the Generator on a 24/7 basis. The Licensee should have the right to assign this Rider in connection with the transfer of the Agreement. The last paragraph on Schedule B-2 should be clarified to make clear that the sound generated by the Generator does not constitute interference with the operations of other Tenants. Otherwise, the Agreement would appear to prohibit use of the Generator when it is actually needed.	
	In the 2nd paragraph, delete the last sentence	Rejected.
	In the 3rd paragraph, in the 5th line, after "any reason" insert "except to the extent caused by the negligence or willful misconduct or Licensor or its agents."	Adopted.
	In the 3rd paragraph, in the 9th line, after "Claims" insert "(except for harm caused by the negligence or willful misconduct of Licensor or its agents)"	Adopted.
	In the 4th paragraph, in the 12th line, after "make any" insert "material"	Adopted.
	In the 6th paragraph, in the 3rd line, after "which approval" insert "shall not be unreasonably withheld or delayed"	Adopted.
Schedule C-1	Delete Schedule C-1	Rejected.
	In the 4th paragraph, in the 4th line, fill in the blank with "fourteen (14)"	Rejected. Time frame to be negotiated by parties.
	In the 4th paragraph in the 9th line, fill in the blank with "seven (7)"	Rejected. Time frame to be negotiated by parties.
	In the 4th paragraph in the 10th line, fill in the blank with "fourteen (14)"	Rejected. Time frame to be negotiated by parties.
Schedule D	Employers' liability - $1,000,000.00 Commercial General Liability - $1,000,000.00	Rejected. Amount to be negotiated by parties.

Sec. No.	Comments:	Actions Taken:
	Business Automobile Liability - $1,000,000.00 and a combined single limit of $1,000,000.00	Rejected. Amount to be negotiated by parties.
	Excess Liability - $5,000,000.00	Rejected. Amount to be negotiated by parties.
	Delete the paragraph beginning with "Upon completion of the work..."	Adopted.
	In the paragraph beginning "Except for the insurance called for..." fill in the blank with "thirty (30)"	Rejected. Time frame to be negotiated by parties.
	In the 3rd paragraph, insert the following at the end of the paragraph: "All of Licensor's insurance required by this Agreement shall, without liability on the part of Licensee for premiums thereof, include waiver of subrogation rights by Licensor in favor of Licensee."	Adopted.
	In the 4th paragraph in the 3rd line, delete "A/VIII" and insert "A-/VIII"	Rejected.
	Employers' liability - $2,000,000.00	Rejected. Amount to be negotiated by parties.
	Commercial General Liability - $2,000,000.00	Rejected. Amount to be negotiated by parties.
	Business Automobile Liability - $1,000,000.00 and a combined single limit of $1,000,000.00	Rejected. Amount to be negotiated by parties.
	Excess Liability - $5,000,000.00	Rejected. Amount to be negotiated by parties.
	Delete the paragraph beginning "All Risk Property..." in its entirety	Rejected.
	In the 12th paragraph in the 3rd line, after "endorsement providing" delete "Additional Insureds of"	Adopted.
	In the 12th paragraph in the 4th line, fill in the blank with "thirty (30)"	Rejected. Time frame to be negotiated by parties.
	In the 12th paragraph, in the 5th/6th lines, after "terms of coverage" delete "to each named insured; and waiver of subrogation rights by Licensee in favor of Licensor and the other Indemnitees" and insert "of Licensee."	Rejected.
	Repetitive of Section 12	Rejected.
	In the 3rd paragraph, in the 2nd line, delete "such" and insert "commercially reasonable"	Adopted.
	In the 3rd paragraph, in the 2nd line, delete "as Licensor's mortgagees, if any, shall require"	Adopted.
	In the 3rd paragraph, add the following as the last sentence: "Licensor's insurance policies shall contain waiver of [illegible]"	Adopted.

Sec. No.	Comments:	Actions Taken:
	subrogation language."	
	In the 11th paragraph, in the 5th line, delete the sentence beginning "Upon completion..." and the remainder of the paragraph.	Adopted.
	In the 12th paragraph, note that there are no subsections (a), (b) and (c)	Adopted (references deleted).
	In the 14th paragraph, in the 2nd line, delete "Licensee" and insert "either party"	Adopted.

WAS1 #925347 v2

REVISED DRAFT VERSION OF THE DECEMBER 13, 2000 DRAFT MODEL LICENSE AGREEMENT

DRAFT

TELECOMMUNICATIONS LICENSE AGREEMENT
(MULTI-TENANT OFFICE BUILDING)

TRANSACTION-SPECIFIC TERMS AND CONDITIONS

This Telecommunications License Agreement (together with all Exhibits or other attachments hereto, this "***Agreement***") is made as of the Effective Date by and between Licensor and Licensee. Licensee desires access to and use of portions of Licensor's Building for the purpose of providing the Services to Tenants. In consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article 1—Term Sheet. The parties agree that the following terms have the precise meanings ascribed to them below whenever used in this Agreement and that each party shall perform as required hereunder. Defined terms used herein include the plural as well as the singular as the context requires. Any defined terms set forth below that are not applicable to a particular transaction should be stricken.

1.1 "***Effective Date***": _____

1.2 "***Licensor***": _____

a(n)_____

Notice Address: _____
City, State, Zip _____
Telephone: _____
Facsimile: _____
e-mail: _____

1.3 "***Licensee***": _____

a(n)_____

Notice Address: _____
City, State, Zip _____
Telephone: _____
Facsimile: _____
email: _____

1.4 "***Building***": The land and improvements located at and commonly known as

_____
_____
_____

1.5 "***Building Manager***": _____

1.6	"***Initial Term***":	_____ months/years from and after the Effective Date.
1.7	"***Commencement Date***":	_____ days after the Effective Date, or upon completion of installation of the Equipment, whichever event comes first, subject to termination under Section 2.2 below.
1.8	"***Extension Term***":	_____ additional ____ ( ) month/year period(s) after the expiration of the Initial Term.
1.9	"***License Fees***":	Licensee shall comply with the financial provisions and make the payments to Licensor set forth in Exhibit M, which exhibit may also address record keeping and additional requirements as negotiated by the parties.
1.10	"***Annual Increase***":	_____ percent (_____%)
1.11	"***Default Rate***":	_____ percent (_____%), but under no circumstances higher than the legal rate of interest.

Article 2—Transaction Specific Terms.

2.1 ***Installment Payments:*** [STRIKE OR MODIFY AS APPLICABLE] Throughout the Term, from and after the Commencement Date, Licensee must pay Licensor the License Fees in equal monthly installments on the _____ day of each calendar month of the Term (and a prorated amount for any partial calendar months). The License Fees increase annually during the Term and any Extension Term, effective as of each anniversary of the Commencement Date, by an amount equal to: (a) the Annual Increase; multiplied by (b) the License Fees for the prior calendar year (including the accumulation of prior Annual Increases). Licensee must pay the License Fees to Licensor in advance without demand, offset, abatement, diminution or reduction (except as may be expressly provided herein). If any payment of the License Fees becomes more than ___ ( ) days overdue, then the amount overdue will accrue interest at the Default Rate until paid.

2.2 ***Due Diligence Period:*** [STRIKE IF INAPPLICABLE] From the Effective Date through the Commencement Date (the "***Due Diligence Period***"), Licensee and its agents and other representatives may enter the Building and Premises at all reasonable times, and upon reasonable prior notice to Licensor, to perform such inspections and to do those things that are reasonably necessary to determine the suitability of the Building and Premises for the Services and Licensee's Equipment, all at Licensee's sole expense. Licensee must promptly repair any damage caused by any such inspection and restore the portion of the Building and Premises damaged by Licensee to their condition prior to such inspection. If the Building or the Premises are not suitable for the Services in Licensee's good faith opinion, then Licensee may terminate this Agreement by sending written notice of termination to Licensor at any time prior to the expiration of the Due Diligence Period. If Licensee so terminates this Agreement prior to the expiration of the Due Diligence Period, then neither Licensor nor Licensee will have any further obligation or liability to the other under this Agreement (except those which expressly survive any such termination). If Licensee does not so terminate this Agreement prior to the expiration of the Due Diligence Period, then Licensee will be deemed to have waived the right to terminate this Agreement pursuant to this Section 2.2, and to have accepted the condition of the Premises and Building in their "AS IS" condition as of the Effective Date, except as expressly provided herein. Licensee is solely responsible for determining

all aspects as to the suitability of the Building and Premises for the Services. Licensee will indemnify the Licensor Parties and hold them harmless from all Claims arising from any activities on the Premises by Licensee and its agents and other representatives during the Due Diligence Period. This indemnification and Licensee's repair and restoration obligations set forth above will survive any termination of this Agreement.

2.3 Term: This Agreement remains effective for a period of time equal to the Initial Term plus any properly exercised Extension Term, if any, unless sooner terminated pursuant to an express provision hereof (such period of time being referred to as the "***Term***"). Any Extension Term indicated in **Section 1.8** above will be properly exercised only by delivery of written notice to Licensor, at least _____ (__) days prior to the expiration of the then-existing Term, of Licensee's election to extend the Term for the applicable Extension Term. Licensee will be deemed to have waived the right to extend the Term for any Extension Term if there is an uncured Event of Default at the time of Licensee's exercise of the election to extend the Term. Licensee's written notice to Licensor of Licensee's election to extend the Term shall include copies of Licensee's current financial statement and such other evidence of the financial capacity of Licensee to continue to perform hereunder as Licensor may reasonably require. In the event that Licensor reasonably determines, taking into account all factors relevant to the obligations Licensee will undertake during the Extension Term, that Licensee lacks the financial capacity to continue to perform hereunder Licensor may require Licensee to deliver adequate security to or on behalf of Licensor, or Licensor may refuse to agree to the Extension Term.

2.4 Other Terms and Conditions: The attached Telecommunications License Agreement General Terms and Conditions, and Riders, Schedules and Exhibits thereto, are a part of this Agreement.

2.5 Counterparts: This Agreement may be executed in counterparts and each executed counterpart will be construed to be an original.

[Intentionally Blank]

TELECOMMUNICATIONS LICENSE AGREEMENT
(MULTI-TENANT OFFICE BUILDING)

SIGNATURE PAGE

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be signed by their authorized representatives, in multiple original counterparts, as of the day and year first above written.

LICENSOR:	**LICENSEE:**
_____	_____
a(n)_____	a(n)_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

WAS1 #890560 v7

General Terms and Conditions

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TELECOMMUNICATIONS LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Definitions. All capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit A and in the Transaction-Specific Terms and Conditions, unless expressly defined elsewhere in this Agreement.

2. License Grant

(a) Subject to the terms and conditions of this Agreement, and any covenants, conditions and restrictions recorded against the Building, copies of which shall, upon Licensee's written request, be promptly provided to Licensee, at Licensee's cost and expense as to Licensor's reasonable expenses for producing such copies, including Licensor's internal costs and expenses, without representation or warranty and to the extent such copies are in Licensor's control or readily available to Licensor, and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor hereby grants to Licensee a non-exclusive license to install, operate, maintain and remove, at Licensee's sole expense and risk, the Equipment in the Equipment Room, on the Rooftop Space of the Building, and in the Communications Spaces and Pathways, all for the limited purpose of providing the Services to the Tenants (the "**Permitted Use**"); provided, however, that Licensee shall be responsible for obtaining, at its sole cost, all necessary consents to access any and all Tenants' premises. The Equipment Room, Rooftop Space and Communications Spaces and Pathways are hereinafter collectively referred to as the "**Premises**". Licensee shall have the exclusive right to use the Rooftop Space, and the portions of the Equipment Room and the Communications Spaces and Pathways actually occupied by Licensee's Equipment in accordance with this Agreement.

(b) The type, size and location of the Equipment located in or on the Building and the Premises shall be limited as set forth in the terms and conditions of this Agreement. Subject to Licensor's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned, Licensee shall have access to the Communications Spaces and Pathways, for the purpose of installing and maintaining Licensee's cabling and wiring included within the definition of Equipment hereunder and necessary to provide Services to or for the benefit of the Tenants.

(c) Licensor, upon _____ ( ) days notice to Licensee, may (i) require Licensee to permanently relocate any or all of the Equipment to another comparable space in or on the Building, or (ii) reduce the amount of Rooftop Space available to Licensee, if Licensee has notified or confirmed to Licensor that it is not using and does not intend to use any portions of the Rooftop Space; provided that such relocation or modification does not substantially change the operation of the Equipment, materially adversely affect Licensee's ability to provide Services to the Tenants or future Tenants, or materially degrade the quality of transmission of the Equipment, and only if Licensor pays any actual, out-of-pocket costs or expenses paid by Licensee to third parties in connection with such relocation or modification. Licensor will permit Licensee to perform a standard cut-over procedure, if required by any relocation of Equipment, which will ensure that the relocated Equipment is operational for Services prior to discontinuing service from the old location. Licensor shall not be responsible for damage to the Equipment or for theft, misappropriation or loss thereof resulting from such relocation, except to the extent caused by Licensor's gross negligence or willful misconduct. In addition to Licensee's right to relocate its Equipment set forth in Section 3(c), if the Equipment is interfered with as a result of circumstances arising after the installation of the Equipment, Licensee shall have the right, at its sole cost and expense, to relocate all or a portion of the Equipment to comparable space in or on the Building to avoid such interference, provided that Licensor has determined, in Licensor's commercially reasonable judgment, that adequate space is available and identified by Licensor in or on the Building.

(d) If, during the License Term, Licensor needs to perform maintenance work at the Building, repair or replace any portion of the Building that includes, but is not limited to the Premises or modify or replace any existing systems in the Building ("Premises Work"), Licensee agrees to

cooperate with Licensor to permit the performance of the Premises Work. Licensor agrees to provide at least _____ ( ) days notice to Licensee of its intention to perform Premises Work; except in the case of an Emergency Situation, in which case Licensor shall give as much notice as is reasonably possible under the circumstances. The Premises Work may require the relocation of Equipment or Licensee's installation of temporary equipment. Moreover, if a temporary relocation of Equipment is required to accommodate the Premises Work, the parties shall determine the most suitable alternative location that will not impede the Premises Work and that will minimize any adverse effect upon Licensee's ability to provide Services to or for the benefit of Tenants. Notwithstanding the foregoing, Licensee shall move the Equipment back to its original location after receipt of notice that the Premises Work is completed unless the parties agree to utilize the relocated area permanently. Licensee's obligation to pay for and bear the cost and expense of any temporary relocation of Equipment in connection with Premises Work shall be limited to (i) _____ percent (___%) of the relocation cost for the first relocation of Equipment during the Term, and (ii) _____ percent (__%) of the relocation cost for all subsequent relocations of Equipment during the Term. If any of the Premises Work is likely to interrupt or materially alter Licensee's provision of Services to any Tenants, then Licensor will, if requested by Licensee, in writing, provide prior notice to the affected Tenants of the likely interruption.

(e) Licensor makes no warranty or representation that the Building or the Premises are suitable for Licensee's use, it being assumed that Licensee has investigated the feasibility of the Building and Premises for Licensee's business operations and use. Licensee has inspected the Premises and the Building and accepts the same "AS IS" (or has assumed the risk for failure to investigate) and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Premises or the Building for Licensee, but Licensor shall maintain the Building in a commercially reasonable manner. Licensor shall have no responsibility for, or obligation or liability with respect to: (i) the reliability or continued operation of the Equipment, provided that Licensor is in compliance with its non-interference obligations as set forth in Section 3 hereof; or (ii) the suitability, sufficiency or compatibility of heating, ventilation, air conditioning, plumbing, electrical, fire protection, life safety, security, public utility or other systems in the Building (whether as initially installed or as modified or replaced from time to time by Licensor in its sole discretion) for or with any components installed by Licensee pursuant to this Agreement or the use or operation thereof or the delivery of any Services by Licensee, except to the extent otherwise covered by Licensor's indemnification under Section 12(g) of this Agreement. Notwithstanding the foregoing, if the Licensor and Licensee have not deleted Section 2.2 of the Transaction Specific Terms and Conditions, the terms of Section 2.2 shall supersede those in this Section 2(e).

(f) Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing shall be construed to constitute the parties as employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

(g) Licensor reserves the right to lease and/or license other portions of the Building and/or the rooftop of the Building to others for telecommunications transmitting or receiving sites during the term of this Agreement. Licensor will use commercially reasonable efforts to ensure that any telecommunications equipment installed at the Building after the Commencement Date will be installed in a manner that is not reasonably expected to interfere with the operation of Licensee's Equipment. Prior to permitting the installation of telecommunications equipment at the Building following the Commencement Date, which Licensor has actual reason to believe will interfere with the operation of Licensee's Equipment, Licensor shall direct such subsequent user to submit plans and specifications for its equipment to Licensee. Licensee agrees to promptly review any plans submitted and to use commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of both parties. In the event that despite commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of both parties such issues remain unresolved, Licensee's sole and exclusive remedies hereunder shall be to either (i) relocate Licensee's Equipment,

to the extent possible, provided that Licensor has determined, in Licensor's commercially reasonable judgment, that adequate space is available and identified by Licensor in or on the Building, or (ii) terminate this Agreement, with neither party having a claim against the other as a result of such termination.

(h) Except as may be otherwise set forth herein, absent Licensor's prior written consent, Licensee is expressly prohibited from using the Equipment to (i) operate as a "hub" site or provide Services to a tenant, occupant or licensee of another building or to any other third party including, but not limited to, the general public, or (ii) program or control the operations of any other equipment of Licensee located other than at the Building.

(i) Licensee shall have the right to upgrade its Equipment and implement new technologies at the Premises to provide Services to Tenants, provided that (i) such actions by Licensee do not impair Licensor's rights hereunder, increase Licensee's rights to use space in the Building or result in any risk of interference with other operations at the Building; and (ii) such actions by Licensee are undertaken in accordance with, and are governed by the terms of, this Agreement. In the event that Licensee's upgrading of Equipment or implementation of new technologies would involve an expansion of the Premises, then Licensee shall obtain Licensor's prior written approval of an amendment of or modification to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed, but which approval may be conditioned upon an increase in the Licensee Fee to be paid hereunder.

(j) Licensee may provide co-location or interconnection services (sometimes called "line sharing" services) to third parties using the Premises or Equipment as necessary for Licensee to provide its Services to Tenants; provided, however, that such third parties shall have first entered into a license agreement with Licensor. Licensee acknowledges that Licensor has the right to contract directly with every provider of telecommunications and information services to and in the Building, and that any attempts by Licensee to provide co-location, interconnection or so-called "line sharing" services to third parties in violation of this Section 2(j) shall constitute an Event of Default hereunder.

(k) Licensor reserves the right to move the points of demarcation of inside wiring and cabling in the Building to the minimum point of entry as permitted by the FCC and other Governmental Agencies, in which event it will so notify Licensee.

3. Use

(a) Licensee shall not use the Premises for any purpose other than the Permitted Use.

(b) Licensee shall not use the Premises in any way that interferes with the use and enjoyment of the Building by (i) Licensor, (ii) Tenants, (iii) Existing Licensees; or (iv) Future Licensees operating under plans approved by Existing Licensees under Section 2(i) hereof. The operation of Licensee's Equipment shall not materially interfere with the maintenance or operation of the Building, including but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Premises and/or its occupants, or the operation of any radio or telecommunication equipment installed by or on behalf of Licensor, or the operation of any radio or telecommunication equipment installed by or on behalf of Existing Licensees and Tenants prior to the Commencement Date. Upon notice of any such interference, Licensee shall immediately cooperate with Licensor to identify the source of such interference and shall, within _____ ( ) hours/days, cease all operations (except for intermittent testing as approved by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed) until the interference has been corrected to the reasonable satisfaction of the Licensor, unless Licensee reasonably establishes prior to the expiration of such ____ hours/day period that such interference is not caused by Licensee's Equipment, in which case Licensee may operate its Equipment pursuant to the terms of this Agreement. Licensee shall be responsible for all costs associated with any tests deemed reasonably necessary to resolve any and all interference as set forth

in this Agreement. If such interference has not been corrected within _____ ( ) days after notice to Licensee of its occurrence, Licensor or Licensee may terminate this Agreement upon _____ ( ) days written notice, or Licensor may (i) require Licensee to remove the specific items from the Equipment causing such interference, or (ii) eliminate the interference at Licensee's expense, provided such interference is actually caused by Licensee's Equipment. Licensee shall indemnify Licensor and hold Licensor harmless from all Claims arising from any interference caused by or resulting from Licensee's Equipment.

(c) If the equipment of any Future Licensee causes interference, including Line-of-Sight signal interference, with Licensee's Equipment, Licensee shall reasonably cooperate with such Future Licensee to resolve such interference in a mutually acceptable manner, provided that such equipment of the Future Licensee is installed and operating within the technical parameters specified by its manufacturer and the Future Licensee's FCC license. If any Future Licensee should cause interference, including Line-of-Sight signal interference, or cause irresolvable interference with the Equipment, in addition to any other rights and remedies of Licensee, Licensee may enjoin any such interference without the involvement or participation of Licensor, and Licensee's sole remedy, with respect to Licensor, shall be to terminate this Agreement without further liability to Licensor. In no event shall Licensor have any liability or responsibility for any interference with Licensee's operations, except to the extent resulting from Licensor's gross negligence or intentional misconduct. To the extent that Licensee's operations are not within the parameters of its FCC license or are in violation of the terms of this Agreement, and such non-compliance is not caused by Licensor or a Future Licensee, Licensee's protections from interference herein shall not apply, and Licensee shall indemnify and defend Licensor from all Claims arising out of such unlicensed operations, or operations in violation of the terms of this Agreement.

(d) Notwithstanding the foregoing, if an Emergency Situation exists which Licensor reasonably determines to be attributable to the Equipment, upon written or verbal notice Licensee shall act diligently and expeditiously to remedy the Emergency Situation. Should Licensee fail to remedy the Emergency Situation or should Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the Emergency Situation, Licensor may then act to remedy the Emergency Situation, including, if reasonably determined by Licensor to be necessary, interrupting the power supply to the Equipment, and Licensee shall have no recourse against Licensor as a result of such action, unless Licensor acted with gross negligence or willful misconduct. Licensor shall give Licensee notice of an interruption in the power supply as soon as possible after such interruption has occurred.

(e) Licensee shall not allow any excessive or objectionable levels of noise, as established by any Governmental Agency, or if none has been so established, as reasonably determined by Licensor, to be generated by the Equipment during normal operations. Unless Licensor gives written approval otherwise, all activities of Licensee at the Building, including, without limitation, construction and installation activities, which are deemed to be noisy by any Tenant or otherwise disruptive to the operations of the Building, as determined by Licensor in its reasonable discretion, shall be conducted outside of Normal Business Hours.

4. Signage. Licensee shall not place or maintain any sign in or on the Building without Licensor's prior consent, other than such Equipment signage as may be required under applicable law.

5. Licensee's Capacity. Licensee represents and warrants to Licensor that upon execution of this Agreement, Licensee is an experienced and qualified provider of the Services operating in compliance with Applicable Laws and Licensee has the financial and technical capacity to perform Licensee's obligations under this Agreement.

6. Compliance With Law

(a) Licensor shall comply with all Applicable Laws relating to the ownership or operation of the Building. Licensee agrees to comply with all Applicable Laws, Work Plans, Building Rules and Regulations and contractual obligations with respect to the installation, operation and maintenance of the Equipment, the Licensee's provision of Services, and the Building. Licensee shall obtain and keep in effect all required licenses, permits and other authorizations necessary to conduct Licensee's provision of Services within or on the Building (the "Permits") and deliver copies thereof to Licensor upon request. Upon request, Licensor agrees to cooperate with Licensee, at no cost to Licensor, in obtaining any required Permits. If compliance with this Section requires material modifications or alterations of any Equipment, no such modification or alteration shall be made without Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) To the extent Licensee is operating radio frequency (RF) emitting equipment on the roof of or inside the Building, Licensee shall cooperate generally with Licensor and other carriers such that the Building's rooftop shall be and remain in compliance with all FCC and OSHA rules and regulations relating to guidelines for human exposure to radio frequency or electromagnetic emission levels, as may be issued from time to time, including but not limited to the rules and regulations adopted in FCC document OET 65 (which rules and regulations have also been adopted by OSHA). If Licensee believes that the operation of its Equipment in the Rooftop Space does not obligate Licensee to submit filings in accordance with FCC and OSHA rules and regulations, Licensee shall demonstrate, to Licensor's reasonable satisfaction, that Licensee's operation of its Equipment is so excluded. To the extent that Licensee's Equipment is not excluded, or if Licensor in its reasonable judgment believes that Licensee's equipment, either by itself or in conjunction with other equipment in or on the Building, may exceed permitted emission levels, Licensee shall (A) reimburse Licensor for Licensee's pro rata share (based upon the size of each telecommunications provider's Rooftop Space) of the reasonable cost of conducting an annual survey to ensure that the Building's rooftop is in compliance with all applicable FCC and OSHA rules and regulations (a "**Rooftop Survey**"), and (B) to the extent Licensee's Equipment or the operation thereof directly or indirectly causes the Building's rooftop (or any section thereof) to not be in compliance with such rules and regulations, promptly remedy any such non-compliance in accordance with Licensor's reasonable directions and at Licensee's sole cost and expense. In the event that Licensee (x) relocates or makes any change to the Equipment located in the Rooftop Space or (y) makes any change to any Equipment or operation thereof which directly or indirectly affects the operation of Licensee's Equipment located in the Rooftop Space, Licensor may, at its option, and so long as such relocation or alteration was not made at the request of Licensor, require that a new Rooftop Survey be conducted at Licensee's sole cost and expense by a firm approved by Licensor in its reasonable discretion (in addition to the annual Rooftop Survey described above), but if Licensee believes that the operation of its Equipment in the Rooftop Space does not obligate Licensee to submit filings in accordance with FCC and OSHA rules and regulations, Licensee shall demonstrate, to Licensor's reasonable satisfaction, that Licensee's operation of its Equipment is so excluded, in which case Licensee shall have no obligation to pay for any portion of the Rooftop Survey.

7. Construction

(a) All Equipment will be installed in the locations depicted in the drawings, and to the specifications and in accordance with the additional information attached hereto as Exhibits B, D and E (collectively, the "Work Plan"). If no such drawings, specifications or additional information are attached, or if the attached materials are reasonably determined by Licensor to be inadequate, then Licensee shall not install or modify any Equipment in or on the Building unless and until such work is depicted in a Work Plan, submitted to, and approved in writing by, Licensor (each such approved Work Plan, an "Approved Work Plan"), which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that cable installation, upgrades, modifications, routine maintenance and repairs in the Premises, which do not adversely affect equipment, cables, or other property of or at the Building, or of Tenants or other third parties, shall not require Licensor's prior approval of a Work

Plan (although Licensee shall deliver to Licensor a revised Work Plan within _____ ( ) days after completion of such work to reflect any modifications to the previously effective Approved Work Plan necessitated by such maintenance and repairs). Licensor shall approve or reject the Work Plan within ___ ( ) days after submission stating in writing the specific objections to the proposed Work Plan. Licensor may subject its approval of any Work Plan to reasonable conditions including, but not limited to, commercially reasonable accommodations to protect the aesthetics of the Building, such as appropriate screening, at Licensee's expense, and, in connection with construction of Communications Spaces and Pathways in which coring is necessary, for Licensee to provide the Services on Licensee's agreement to core one or more core vertical paths (which may be greater than the size of the Communications Spaces and Pathways that Licensee may be entitled to use under this License). Upon Licensee's request, to the extent reasonably available, at no cost to Licensor and to the extent not considered by Licensor to be confidential or proprietary, Licensor shall provide Licensee with (i) copies of the Building's as-built drawings, (ii) information regarding the location of any known Hazardous Materials located in the Building and (iii) copies of schematic drawings of telephone and electrical systems in the Building. After Licensee has completed Licensee's initial installation under the Approved Work Plan, any alterations shall be subject to the terms and conditions of this Section 7(a), including the requirement that Licensee obtain an Approved Work Plan for all alterations.

(b) To the extent applicable, the terms and conditions of the installation, alteration, maintenance, improvement or repair of any generator to be used by Licensee shall be set forth in a separate rider to this Agreement, the form of which is attached hereto as Schedule B (the "Emergency Generator Rider").

(c) Licensor's failure to provide a written consent pursuant to this Section 7 shall under no circumstance be deemed to constitute an approval. Licensor's approval of any Work Plan or work performed pursuant thereto is not a representation that such installation of the Equipment is in compliance with all Applicable Laws or that it will not cause interference with other communications operations in the Building.

(d) If the parties execute the Work Plan Rider attached hereto as Schedule C, the terms of such Rider shall supersede the foregoing paragraphs (a)-(c).

(e) Licensee will notify Licensor at least _____ ( ) days prior to performing any inspections at the Building or prior to commencing Licensee's installation of Equipment, and Licensee shall perform all work at times approved by Licensor in its reasonable discretion. Within _____ ( ) days after the complete execution of this Agreement, and in any event prior to the commencement of due diligence at the Building or any installation or alteration work, Licensee will, at its own cost and expense, deliver to Licensor a certificate confirming that any insurance required under this Agreement has been obtained and is in full force and effect.

(f) 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.

(g) All installation and other work to be performed by Licensee hereunder, including Licensee's use of the loading docks and similar areas to unload its Equipment prior to installation, will be done in such a manner as to minimize disruption of use of the Building by Licensor and Tenants and not to 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, or interfere materially with, delay, or impose any additional expense upon Licensor in maintaining the Building. If such conditions shall occur, Licensee shall take immediate corrective action. Licensee agrees that installation and construction shall be performed in a safe, neat, professional and workmanlike manner,

using generally accepted construction standards, consistent with such other reasonable requirements as may be imposed by Licensor.

(h) If Licensee cannot or elects not to use any existing interior wiring and cabling in the Building, or if Licensee requires additional wiring and cabling during the Term of this Agreement (which shall be subject to Section 7(a) or Schedule C, as applicable), Licensee shall pay for all costs to run its wiring and cabling in the Communications Spaces and Pathways, and to maintain, repair and operate such wiring and cabling, through the Building to access customers from Licensee's Equipment, and to provide Services. Licensee's wiring and cabling system (the "Cable System" or the "Riser System") shall be tie-wrapped or otherwise secured to ensure a neat and controlled installation, prior to connecting any of its customers to its equipment. In no event shall Licensee's vertical Cable System exceed ____ inches (") in diameter.

(i) Licensee shall ensure that all Equipment is identified with permanently marked, weather proof labels, and that Licensee's cables are so marked in each telephone closet through which cables pass, each antenna bracket, at the transmission line building entry point, at the interior wall feed-through or any other transmission line exit point, and at any transmitter combiner, duplexer or multifeed receive port, with Licensee's name and the floor where each cable originates and terminates. Licensee shall, upon Licensor's written request, promptly provide Licensor a schematic diagram generally depicting Licensee's distribution system to all Tenants.

(j) Licensor shall have the right to approve all outside contractors performing any work relating to the installation, modification, maintenance or removal of the Equipment at the Building on behalf of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed.

(k) Except as otherwise expressly provided herein, Licensor has no obligation to repair the Building even if the condition of the Building changes during the License Term. Furthermore, Licensor may conduct any repair or maintenance to the Building or construct any improvements without the written consent of Licensee and without any liability to Licensee. To the extent that such repairs or work may adversely impact Licensee's rights under this Agreement, Licensor agrees to coordinate such work with Licensee in order to reasonably minimize such adverse impact.

(l) After Licensee has completed installation under any Approved Work Plan and provided written notice of such to Licensor, Licensor or Licensor's designated representative shall have the right, but not the obligation, to inspect Licensee's installation without unreasonable delay and either (i) approve Licensee's installation or (ii) provide Licensee, in writing, with a "punch list" setting forth those items which are not in compliance with the Approved Work Plans and the terms and conditions of this Agreement. Licensee shall have a reasonable time, not to exceed _____ ( ) days, to remedy such items contained on the "punch list"; provided, however, that if completion of a "punch list" item reasonably requires additional time, then Licensee shall have such additional reasonable period of time, provided that Licensee commences to remedy the item within such time period and thereafter diligently prosecutes same to completion.

8. Maintenance Obligations

(a) Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the License Term. Licensee shall have no obligation to maintain the Communications Spaces and Pathways, other than to the extent that the Communications Spaces and Pathways are exclusively occupied by Licensee's wires and cables under this Agreement. Licensor shall operate and maintain its cables in a manner so as not to damage the Communications Spaces and Pathways. Licensee agrees to maintain the Equipment in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Agreement by Licensee will adhere to reasonable technical standards developed for the Building by Licensor as set forth in Exhibit G. Such technical standards shall be fairly and consistently applied to, and enforced against, all Tenants or other Service Providers operating

equipment in or on the Building, subject to the terms and conditions of existing agreements with Tenants, Service Providers and others. Licensor may reasonably amend the Technical Standards from time to time, provided that such amendment does not (i) result in substantial additional cost or expense to Licensee, or (ii) materially adversely affect the operation of Licensee's Equipment. In the event Licensor's amendment of the Technical Standards does result in substantial additional cost or expense to Licensee, or adversely affects the operation of Licensee's Equipment, Licensor shall have no liability, and Licensee's sole remedy shall be to terminate this Agreement. Licensor assumes no responsibility for the licensing, operation or maintenance of the Equipment.

(b) All penetrations into any Building surfaces shall be sealed so as to prevent any water leakage. Licensor reserves the right to require Licensee to use a roofing contractor specified by Licensor to perform any work which may involve penetrations into the roof of the Building or may otherwise render the roof warranty void, provided, however, that Licensor shall exercise its right to specify a roofing contractor only after Licensor has made a commercially reasonable determination that Licensee's specified contractor is not satisfactory to Licensor. If Licensee utilizes rooftop space, Licensee, at its sole expense and risk, shall ensure that a physical inspection of the Rooftop Space occurs at intervals of no more than _____ (__) months and that this inspection includes a physical inspection of Equipment to ensure that the installation is sound and a review and correction of any loose bolts, fittings or other appurtenances. Licensee shall provide a written confirmation of such inspections to Licensor not more than _____ ( ) days following each such inspection. In the absence of such a confirmation, Licensor shall have the right (but not the obligation), if the inspection is not performed within _____ ( ) days after notice to Licensee, to conduct or arrange for such an inspection and corrective action and to charge Licensee for such costs.

(c) If Licensor reasonably determines that the Premises is not being maintained in the condition required by this Agreement, and without limiting Licensor's other rights and remedies under this Agreement, Licensor shall have the right, if Licensee fails to remedy the condition(s) identified by Licensor to the reasonable satisfaction of Licensor within _____ ( ) business days of receipt of notice thereof, or immediately in the event of an Emergency Situation, to take such action, at Licensee's expense, as Licensor reasonably deems necessary to restore the Premises to the condition required by this Agreement. In the event of an Emergency Situation, Licensor shall give to Licensee as much advance notice as reasonably possible of its intent to enter the Premises and, within _____ ( ) days following such entry, shall provide to Licensee a written report detailing the nature of such Emergency Situation and the corrective actions taken. Licensee shall pay to Licensor, on demand, Licensor's reasonable costs and expenses incurred pursuant to this Section 8 and as a result of Licensee's violation of the terms of this Agreement.

(d) Licensee shall, at its sole cost and expense, repair any portion of the Building (including the surface of the Building) that is damaged by the installation, repair, removal, operation or replacement of the Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors or invitees. If Licensee fails to repair or refinish any such damage, within ___ ( ) days after notice thereof from Licensor, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall promptly reimburse Licensor for all costs and expenses incurred in such repair or refinishing.

9. Access

(a) Licensee's authorized representatives shall have access to the Premises at all times, for the purposes of installing, maintaining, operating, upgrading and repairing the Equipment, and Licensor further agrees to give Licensee ingress and egress to the Premises, subject to the terms of this Agreement, at all times during the term of this Agreement, including non-exclusive use of an elevator. It is agreed, however, that Licensee shall comply with Licensor's security procedures for the Building, attached hereto as Exhibit N, and as in effect from time to time. Such security procedures shall be fairly and consistently applied to, and are enforced against, all Service Providers operating equipment

in or on the Building, and 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 Premises, and only upon compliance with the conditions set forth in this Agreement.

(b) Except in the event of an Emergency Situation or as required by any Governmental Agency in accordance with Section 9(e) below, Licensee agrees to give at least _____ ( ) hours verbal or written notice to Licensor of its intent to enter the Premises outside Business Hours. At the time that such notice is given, Licensee shall inform Licensor of the reasons for entry, and the expected duration of the work to be performed. Licensee shall provide such information verbally and, when feasible, will provide such information written substantially in the form attached hereto as **Exhibit I**. In the event of an Emergency Situation, Licensee shall give to Licensor as much advance notice as reasonably possible of its intent to enter the Premises and, within _____ ( ) days after Licensor's request following such entry, shall provide to Licensor a written report detailing the nature of such Emergency Situation and the corrective actions taken.

(c) Licensee shall not enter any area other than the Premises without the consent (which shall not be unreasonably withheld, conditioned or delayed) of Licensor (or with respect to Tenant Areas, the consent of such Tenant), provided that Licensee may access the Premises in compliance with Section 9(a) above. In addition, except in the case of an Emergency Situation, Licensee shall not enter or attempt access to any of the Building's air, electrical, mechanical or telecommunications risers, ducts, closets, conduits, duct work, rooms or other horizontal or vertical spaces in the Building (other than to the extent that the same are included within the Premises), without notifying Licensor in writing at least _____ ( ) business days in advance. In the case of an Emergency Situation, Licensee may enter or seek access to such areas provided it uses its reasonable efforts to give Licensor at least _____ ( ) hours prior notice and provided that, if practicable, a Building security guard or engineer unlock, and accompany Licensee's employees into such areas (and Licensor will use its reasonable efforts to make such access available to Licensee on an expedited basis). Licensee also shall furnish Licensor, within _____ ( ) business days thereafter, a written report explaining all repairs and procedures which were conducted during any Emergency Situation in sufficient detail to permit Licensor's engineers to evaluate same. If Licensor's engineers reasonably believe that any such repairs made by or on behalf of Licensee to the Building need to be modified, Licensee shall make such necessary repairs at its own expense.

(d) Licensor and its representatives reserve the right to enter the Premises for the purpose of inspecting the Premises and the Equipment. Licensor shall use diligent and good faith efforts to ensure that Licensor's entry into the Premises is performed in a manner so as not to (i) materially interfere with Licensee's use of the Premises, (ii) materially interfere with the operation of Licensee's Equipment, or (iii) handle or damage Licensee's Equipment. If any such entry is reasonably likely to disturb the rights granted to Licensee hereunder, then Licensor must give Licensee advance notice (except in Emergency Situations) if reasonably possible before entry and use reasonable efforts to minimize any interference with Licensee's operations or Equipment. Notwithstanding the foregoing, Licensor shall incur no liability to Licensee for Licensor's entry in accordance with this Section 9(d), nor shall such entry constitute an abridgement of or interference with Licensee's rights or a termination of this Agreement, or entitle any abatement of fees therefor, Licensor's entry shall be commercially reasonable in duration and scope.

(e) Licensor and Licensee each recognize that access to the Equipment and the Premises by any Governmental Agency having jurisdiction and authority over the provision of Services or utilization of spectrum must be available upon request of such Governmental Agency, including, without limitation, the FCC.

10. Removal of the Equipment Upon Termination

(a) Upon expiration or earlier termination of this Agreement (the "Termination Date"), Licensee shall, at Licensee's sole cost and expense, without liens under Section 18 below, remove all Equipment and Licensee's personal property from the Building. Any property not so removed within ___ ( ) days after the Termination Date may, at Licensor's sole option (i) be removed and disposed of by Licensor at Licensee's Expense, provided that Licensor provides Licensee with written notice that Licensor intends to dispose of such Equipment at Licensee's expense or (ii) become the property of Licensor without compensation to Licensee. Further, Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Licensee's Equipment, except damage caused by ordinary wear and tear. If Licensee fails to repair or refinish any such damage within ____ ( ) days after written notice to do so from Licensor, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor for all costs and expenses incurred in such repair or refinishing. Notwithstanding the foregoing, on the Termination Date, Licensee's Connecting Equipment shall, at Licensor's option and upon written notice to Licensee, within ___ ( ) days after the Termination Date and without further documentation, become the property of Licensor and remain in the Building, provided that Licensor pays Licensee the fair market value of such Connecting Equipment if the Connecting Equipment has been installed at the Building for less than _____ ( ) years, or, without payment to Licensee if the Connecting Equipment has been installed for _____ ( ) years or more. If Licensor elects to retain some or all of Licensee's Connecting Equipment, and if requested by Licensor, Licensee shall execute a bill of sale or other document to effect such transfer of ownership, at no additional cost or consideration from Owner to Licensee, within _____ ( ) days after receiving such bill of sale or other document from Licensor.

(b) Notwithstanding the foregoing, Licensor agrees that if Licensee requests permission to maintain the Equipment at the Building after the termination of this Agreement, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the License Fees then in effect, but in no event shall Licensee be entitled to maintain the Equipment at the Building for more than _____ ( ) days after the expiration or termination of this Agreement without the prior written consent of Licensor, which may be withheld or granted in Licensor's sole and absolute discretion.

(c) If Licensee fails to remove the Equipment or the Connecting Equipment if Licensor does not elect to have the Connecting Equipment remain in the Building, and vacate the Premises within the applicable time periods set forth in this Section 10, Licensee shall indemnify and hold harmless Licensor against and from any and all Claims arising from such failure asserted by third parties proximately caused by delay in obtaining possession of the Premises by Licensor or by any other licensee to whom Licensor may have licensed all or any part of the Building effective upon the expiration or termination of this Agreement. This indemnification shall survive any termination of this Agreement, but Licensor's monetary damages shall be limited to actual damages only, Licensor hereby waiving any right to assert a claim for consequential or punitive damages against Licensee.

(d) Upon the expiration or earlier termination of this Agreement, Licensee agrees to use its reasonable best efforts to arrange for the conversion of all Tenant customers to service from another telecommunications Service Provider and for telephone number portability, with little or no disruption of service.

11. Cable Distribution System. Licensor reserves the right to install, operate and require all Service Providers, including Licensee, to use a central telecommunications cable distribution system ("CDS") in the Building pursuant to the terms of the Cable Distribution System Rider attached hereto as Exhibit J. The parties hereto agree that, in the event Licensor decides to install a CDS, the terms of Exhibit J shall govern their respective rights and obligations relating to the CDS. Except as specifically amended in Exhibit J, all of the terms and conditions of this Agreement shall remain in full force and effect.

12. Insurance, Release and Indemnity

(a) Throughout the term of this Agreement, Licensee, at its sole cost and expense, shall keep in full force and effect: (i) worker's compensation insurance with minimum limits in accordance with all applicable state and federal statutes, and employer's liability insurance with limits not less than _____ million dollars ($__,000,000.00) bodily injury for each accident and _____ million dollars ($__,000,000.00) bodily injury by disease for each employee; (ii) commercial general liability insurance insuring all operations by or on behalf of Licensee, on an occurrence basis against claims for both bodily injury (including death) and property damage, including blanket contractual coverage for both oral and written contracts, products and completed operations coverage, broad form property damage, severability of interests, and advertising and personal injury coverage, with limits of not less than _____ million dollars ($__,000,000.00) per occurrence and _____ million dollars ($__,000,000.00) in the aggregate; (iii) commercial automobile liability insurance including coverage for bodily injury (including death) and property damage arising out of the use of any auto (including owned, hired and nonowned autos) with a combined single limit not less than _____ million dollars ($__,000.000.00); (iv) "All Risk" or "Cause of Loss Special Form" property insurance for damage to property including coverage for vandalism, malicious mischief and sprinkler leakage, for all telecommunication and other equipment, systems and facilities located on the Premises or elsewhere at the building, in an amount equal to 100% of the replacement value thereof, with the proceeds of such insurance, so long as this License remains in effect, being used to repair and/or replace the telecommunication and other equipment, systems and facilities so insured; and (v) technology and telecommunications errors and omissions coverage with a retroactive date prior to or coinciding with the commencement of this License and limits of not less than _____ million dollars ($__,000,000.00) per occurrence and in the aggregate. On the Effective Date and during the term of this Agreement, Licensor, at its sole cost and expense, shall keep in full force and effect fire and extended coverage insurance on the Building in commercially reasonable amounts.

(b) Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance for all Claims arising from the Equipment, Services and work by Licensee or its contractors, agents or employees, with any other insurance maintained by Licensor being excess and non-contributing with the insurance of Licensee required hereunder, and providing coverage for the contractual liability of Licensee to indemnify Licensor pursuant to Section 12(f) below. All general liability and automobile liability insurance policies shall be endorsed to include Licensor, the manager of the Building (the "**Building Manager**"), any Licensor mortgagee and any other parties reasonably designated in writing by Licensor from time to time as additional insureds (collectively the "**Indemnitees**") and shall provide that Licensor, Building Manager and Indemnitees will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy, ten (10) days prior written notice if cancellation is due to non-payment of premiums. Licensee shall, prior to the installation of the Equipment, furnish to Licensor or Building Manager certificates of insurance and additional insured endorsements confirming that the insurance coverage as specified herein is in full force and effect, and Licensee shall, fifteen (15) days prior to the expiration of any insurance required herein, provide Licensor or Building Manager with certificates of insurance and additional insured endorsements evidencing the replacement or renewal of such insurance.

(c) Licensee's insurance shall be in amounts, forms and with deductibles as reasonably required by Licensor based upon the scope of Services and work to be performed at the Building. All policies shall be written by insurers reasonably acceptable to Licensor, licensed, and in good standing, to do business within the jurisdiction where the Building is located.

(d) Licensee's contractors must comply with the insurance requirements defined in this Section and must deliver to Licensor, prior to commencing any testing, installation, repair, or maintenance work on the Premises, certificates of insurance and additional insured endorsements or a policy evidencing that the above-referenced insurances are maintained including, but not limited to, naming Licensor, Indemnitees and Building Manager as additional insureds.

(e) Licensee hereby releases Licensor, Building Manager, Indemnitees and their respective agents, employees, officers, directors, shareholders, members and partners (collectively the "**Releasees**") from, and shall not hold Releasees liable for, any liability for personal injury or damage to property or persons in or about the Premises from any cause, unless caused by the gross negligence or willful misconduct of said Releasees, but nevertheless, subject to Licensee's insurance being primary insurance in accordance with Section 12(b) above.

(f) Except to the extent caused by the gross negligence or willful misconduct of said Releasees, and subject to the limitations set forth in Section 16(d) of this Agreement, Licensee agrees to indemnify, defend and hold Releasees harmless from and against all Claims which may be imposed upon or incurred by or asserted against Releasees occurring during the License Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

(1) the installation, use, maintenance, repair or removal of the Equipment, the provision of Services, or Licensee's breach of this Agreement;

(2) any authorized or unauthorized work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees;

(3) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; and

(4) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

(g) Licensor agrees to indemnify, defend and hold Licensee harmless from and against all Claims which may be imposed upon or incurred by or asserted against Licensee in proportion to and to the extent of Licensor's material breach of the terms of this Agreement or Licensor's gross negligence or willful misconduct, subject to the limitations set forth in Section 16(d) of this Agreement.

(h) Insurance effected or procured by either party, or either party's failure to secure and maintain any insurance required herein, will not reduce or limit their contractual obligation to indemnify and defend the other party as specified in Sections 12(e) and (f) of this Agreement.

(i) This Section shall survive the expiration or earlier termination of this Agreement.

(j) If the parties execute the Insurance Rider attached hereto as **Schedule D**, the terms of such Rider shall supersede this Section.

13. Waiver of Subrogation Rights. [*MODIFY OR DELETE FOR LICENSORS THAT ARE SELF-INSURED.*] To the extent allowable under the laws and regulations governing the writing of insurance within the jurisdiction in which the Building is located, Licensor and Licensee shall 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 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 Section shall survive the expiration or earlier termination of this Agreement.

14. Subordination. This Agreement and all rights of Licensee hereunder are and shall continue to be subject to any ground lease, mortgage, deed of trust or other lien ("Interest") presently existing or hereafter arising upon the Building or the land upon which the Building is located and to any renewals, modifications, consolidation, refinancing and extensions thereof, but Licensee agrees that any such Interest holder shall have the right at any time to subject such Interest to this Agreement on such terms and subject to such conditions as such Interest holder may deem appropriate in its discretion. This provision is hereby declared to be self-operative and no further instrument shall be required to effectuate the foregoing, but in confirmation of this provision, Licensee shall execute, within _____ ( ) days after request at no cost and expense to Licensee, any certificate that Licensor may reasonably require acknowledging this provision. Notwithstanding the foregoing, the Interest holder shall have the right to recognize and preserve this Agreement in the event of any foreclosure sale or possessory action, and in such case, this Agreement shall continue in full force and effect at the option of the Interest holder and Licensee shall acknowledge such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of the foregoing.

15. Estoppel Certificate. Licensee shall, at any time and from time to time, upon not less than _____ ( ) business days' prior written notice from Licensor, execute, acknowledge and deliver to Licensor or to such third party as Licensor may direct, a statement in writing certifying the following information, (but not limited to the following information if further information is reasonably requested): (a) that this Agreement is unmodified and in full force and effect (or, if modified, is in full force and effect); (b) the dates to which the License Fees and other charges are paid in advance, if any; (c) acknowledging that there are not, to Licensee's knowledge, any uncured defaults on the part of Licensor hereunder, and no events or conditions then in existence which, to Licensee's knowledge, with the passage of time or giving of notice or both, would constitute a default on the part of Licensor hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building. Licensee's failure to deliver such statement after _____ ( ) business days notice shall constitute an admission by Licensee that all statements contained therein are true and correct. Licensor may thereafter execute and deliver such certificate on Licensee's behalf and such certificate shall be binding on Licensee.

16. Event of Default

(a) It shall be an "Event of Default" if any one or more of the following events shall occur:

(1) Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within _____ ( ) days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than _____ ( ) payments required during any calendar year during the term hereof);

(2) Other than with respect to interference, which is governed by Section 3(b) above, Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be performed or observed by Licensee, and Licensee does not remedy such default within _____ ( ) days after written notice thereof is given to Licensee; provided, however, that if such default cannot be reasonably cured within _____ ( ) days, Licensee shall commence and diligently pursue the remedy of such default within _____ ( ) days, and cure such default within _____ ( ) days after the initial notice of such default;

(3) Licensee shall install or fail to remove any Hazardous Materials installed in the Building in violation of this Agreement by or on behalf of Licensee within _____ ( ) days after written notice of such condition by Licensor to Licensee, or shall fail to commence the removal

of any Hazardous Materials installed in the Building in violation of this Agreement by or on behalf of Licensee within _____ ( ) hours of written notice of such condition by Licensor to Licensee;

(4) Upon the occurrence of any of the following:

(A) if any representation or warranty made by Licensee upon execution of this Agreement or during the term of this Agreement shall be untrue in any material respect; or

(B) if Licensee assigns, sublicenses, mortgages or pledges this Agreement in violation of Section 22 hereof; or

(C) if any assignment shall be made by Licensee (or any assignee, sublicensee or guarantor of Licensee) for the benefit of creditors; or

(D) if Licensee's interest shall be taken on execution or by other process of law and the same is not dismissed within _____ ( ) days thereafter; or

(E) if a petition is filed by Licensee (or any assignee, sublicensee or guarantor of Licensee) for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of any bankruptcy act then in force and effect; or

(F) if an involuntary petition under the provisions of any bankruptcy act is filed against Licensee (or any assignee, sublicensee or guarantor of Licensee) and such involuntary petition is not dismissed within _____ ( ) days thereafter; or

(G) if a receiver, trustee or assignee shall be petitioned for and not contested by Licensee for the whole or any part of Licensee's (or such assignee's, or guarantor's) property, or if a receiver, trustee or assignee shall be appointed over Licensee's (or such other person's) objection and not be removed within _____ ( ) days thereafter.

(5) Subject to the additional provisions set forth in this subsection (5), if Licensee is not providing Services and has no contracts to provide Services to at least ___ (__) Tenant(s) (i) within _____ ( ) weeks/months after the Commencement Date, or (ii) after having satisfied the requirement of the immediately preceding subsection (5)(i), is not providing Services to at least ____ (__) Tenant(s) at any other time during the Term for a continuous period of _____ ( ) weeks/months, then Licensor shall have the right to license the Premises to another Service Provider. If Licensor licenses the Premises to another Service Provider after Licensee has installed its Equipment, then Licensee shall, at its sole cost and expense, and within _____ ( ) days after written notice from Licensor ("**Licensor's Removal Notice**"), remove from the Building or the Premises all or any portion of the Equipment as identified in Licensor's Removal Notice (the "Removed Equipment"). If Licensor has licensed the Premises to another Service Provider and this Agreement has not been terminated as hereinafter provided, Licensor and Licensee shall use diligent and commercially reasonable efforts to find alternative space in and on the Building to accommodate Licensee's Removed Equipment (or similar equipment reasonably acceptable to Licensor), subject to available space and the terms and conditions of this Agreement, upon notice by Licensee ("**Licensee's Re-Entry Notice**") that it has contracted to provide Services to at least _____ (__) Tenant(s) within _____ ( ) weeks after the date of Licensor's Removal Notice. Licensee's failure to complete installation or reinstallation of its Equipment in the Building and to provide Services to at least _____ (___) Tenant(s) within _____ ( ) days/weeks after the date of Licensee's Re-Entry Notice, shall be an Event of Default under this subsection (5) of this Agreement. If Licensee is in default under this Agreement solely by being in default under this subsection (5), then either Licensee or Licensor may terminate this Agreement upon written notice to the other and Licensee shall have no further right to cure such default and no further right to maintain Equipment in the