Building, but Licensee shall not be liable to Licensor for money damages or penalties for such default or termination under subsection (b)(1) below.

(b) Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(1) upon _____ ( ) days' notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the term of this Agreement (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this Agreement), a sum equal to all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus interest at the Default Rate on all sums past due;

(2) whether or not Licensor has elected to recover the sum set forth in (1) above, terminate this Agreement on at least _____ ( ) days' notice to Licensee and, on the date specified in such notice, this Agreement shall terminate and the parties shall thereby be released in accordance with the terms of this Agreement. Licensee shall thereupon quit and surrender possession of the Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided;

(3) upon _____ ( ) days notice, suspend the supply of electrical power to the Equipment until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of License Fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services; provided that Licensor shall restore such power supply immediately after Licensee remedies any such default;

(4) seek and obtain equitable relief by way of injunction or otherwise; or

(5) pursue any and all monetary damages available to Licensor.

(c) If Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this Agreement to be performed or observed by Licensor, and Licensor does not remedy such failure within _____ ( ) days after written notice thereof is received by Licensor, provided, however, that if such default cannot be reasonably cured within _____ ( ) days, Licensor shall commence and diligently pursue the remedy of such default within _____ ( ) days, and cure such default within _____ ( ) days, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law; provided, however, that Licensee may not terminate this Agreement without an additional _____ ( ) days prior written notice to Licensor.

(d) Notwithstanding anything in this Agreement to the contrary, each of Licensee and Licensor hereby waives any claim, whether directly or through a claim under any indemnity provision set forth herein, that they may have against the other party with respect to any consequential damage including, but not limited to, loss of business income and opportunity; provided, however, that this clause shall not apply to either parties' obligation for indemnification of third party claims against the other party.

(e) Licensee may terminate this Agreement upon not less than ____ ( ) days prior written notice to Licensor if, through no fault of Licensee, any necessary license, permit or zoning approval is not obtained, expires or is withdrawn.

17. Utilities. Licensee shall be responsible, at its sole cost and expense, for contracting for and procuring of all electrical services, if any, which are necessary for the Equipment. Licensor shall have no obligation whatsoever to provide such services to Licensee and Licensor shall have no obligation whatsoever for any disruption of or reduction in such services. If applicable, Licensee shall pay the costs associated with installation of a separate electrical panel and meter for the Equipment in the Equipment Room and shall be responsible for the electrical and any HVAC costs

attributable to such Equipment. Licensor shall use reasonable efforts to notify Licensee in advance of any planned utility outages which may interfere with Licensee's use of the Equipment, but in no event will Licensor be liable to Licensee for any damages, direct or indirect, resulting from any loss of power. Licensee shall at all times be responsible for the provision of its own emergency or "backup" power, and any such "backup" power system installed by Licensee shall be the sole responsibility of Licensee.

18. Mechanics Liens. Licensee shall not file any mechanic's, laborer's or materialman's lien, or suffer or permit any such lien to be filed against the Premises, including the Building or any part thereof by reason of work, labor, services, or materials requested and/or supplies claimed to have been requested by or on behalf of Licensee; and if such lien shall at any time be so filed, within _____ ( ) days after Licensor provides notice of the filing thereof to Licensee, Licensee shall cause it to be canceled and discharged of record. To the extent Licensee fails to remove any mechanic's, laborer's or materialman's lien filed against the Premises, including the Building or any part thereof within the time period set forth above, then Licensor may arrange bond or pay the amount of such claim upon which the lien is based and Licensee shall thereafter be liable to Licensor for the amount so paid, and any costs incurred by Licensor by reason of such lien, immediately upon demand, plus interest at the rate of _____. The provisions of this Section shall survive the termination of this Agreement.

19. Casualty. In case of damage to the entire Building or the Premises or those portions of the Building or the Premises which are essential to the operation of the Equipment, by fire or other casualty, Licensor may (but shall have no obligation to), at its expense, and subject to the availability of insurance proceeds, and the claim of any Interest holder, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Licensor, including an event of "force majeure". Licensor shall not be obligated to repair, restore, or rebuild any of Licensee's personal property, including but not limited to the Equipment. Licensor shall not be liable for any inconvenience or annoyance to Licensee, or injury to Licensee's business resulting in any way from such damage or the repair thereof, except to the extent and for the time that Licensee is materially impeded from providing its Services to Tenants in the Building, in which case the License Fees shall equitably abate. If the damage shall involve the Building generally and shall be so extensive that Licensor shall decide, at its sole discretion, not to repair or rebuild the Building, this Agreement shall, at the option of Licensor or Licensee, exercisable by written notice from either party to the other, be terminated as of the date of the terminating party's notice of termination to the other party, and the License Fees (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Licensee shall thereupon promptly vacate the Premises. In addition, Licensee shall be permitted to terminate this Agreement if the Premises have been rendered unusable for Licensee's intended purpose, if Licensor has determined to cause the damage to be repaired, and (i) Licensor's estimated period for completion of the repair and restoration of the Building exceeds _____ ( ) days (Licensor shall deliver such estimate to Licensee within _____ ( ) days after the casualty), or (ii) Licensor does not complete such restoration within _____ ( ) days from the date of such casualty (by giving Licensor _____ ( ) days notice at the expiration of such _____ ( ) day period), or (iii) if after diligent and commercially reasonable efforts, Licensor and Licensee are unable to identify suitable alternative space in and/or on the Building for the installation and operation of Licensee's Equipment; provided, however, that if Licensee is providing Services to at least one Tenant, no termination pursuant to this Section 19 shall become effective unless and until each such Tenant has vacated the Building or terminated the Services, whichever shall occur first.

20. Condemnation

(a) If all or substantially all of the Building or Premises are taken for any public or quasi-public use under any applicable laws or by right of eminent domain, or are sold to the condemning authority in lieu of condemnation, or by deed in lieu of condemnation, then this Agreement will terminate as of the date when the condemning authority takes physical possession of or title to the Building or Premises, and any prepaid fees shall be apportioned as of said date and reimbursed to Licensee.

(b) If only part of the Building or Premises is thus taken or sold, and if after such partial taking (i) in Licensor's reasonable judgment, alteration or reconstruction is not economically justified, or (ii) after diligent and commercially reasonable efforts, Licensor and Licensee are unable to identify suitable alternative space in and/or on the Building for the installation and operation of Licensee's Equipment, then Licensor (whether or not the Premises are affected) may terminate this Agreement by giving written notice to Licensee within _____ ( ) days after the taking.

(c) If the Premises is taken pursuant to this Section 20, and Licensor is unable to provide Licensee with comparable replacement Premises in the Building, Licensee may terminate this Agreement if in Licensee's reasonable judgment the Premises cannot be operated by Licensee in an economically viable or technically feasible fashion because of such partial taking. Such termination by Licensee must be exercised by written notice to Licensor given not later than _____ ( ) days after Licensee is notified of the taking.

(d) Termination by Licensor or Licensee will be effective as of the date when physical possession of the applicable portion of the Building or Premises is taken by the condemning authority.

(e) If neither Licensor nor Licensee elects to terminate this Agreement upon a partial taking of a portion of the Building or the Premises, the License Fees payable under this Agreement will be diminished by an amount equitably allocable to the portion of the Building or the Premises which was so taken or sold, taking into reasonable account the effect of the taking or condemnation on Licensee's operations, including the delivery of Services. If this Agreement is not terminated upon a partial taking of the Building or Premises, Licensor will, at Licensor's sole expense, promptly restore and reconstruct the Premises to substantially their former condition to the extent the same is feasible. However, Licensor will not be required to spend for such restoration or reconstruction an amount in excess of the net amount received by Licensor as compensation or damages for the part of the Building or Premises so taken.

(f) As between the parties to this Agreement, Licensor will be entitled to receive, and Licensee assigns to Licensor, all of the compensation awarded upon taking of any part or all of the Building or Premises, including any award for the value of the unexpired term. However, Licensee may assert a claim in a separate proceeding against the condemning authority for any damages resulting from the taking of Licensee's trade fixtures or personal property, or for moving expenses, business relocation expenses or damages to Licensee's business incurred as a result of such condemnation.

21. Notices. All notices, demands, requests and other communications hereunder shall be in writing and shall be sent by hand delivery or mailed, via certified mail, prepaid, return receipt requested, facsimile (with transmission confirmation) or sent by overnight courier (which provides confirmation of delivery), to the following addresses:

If to Licensor, to:

With a copy to:

If to Licensee, to:

With a copy to:

Notice shall be deemed received when they are delivered or delivery is refused. Either of the respective addresses may be changed by notice in writing and sent to the other party as set forth above. Notwithstanding the foregoing, when either party provides to the other party notice of its intent to access the Building or the Premises, such notice may be given by facsimile, e-mail or verbally, with subsequent written confirmation.

22. Assignment by Licensee

(a) Upon notification to Licensor, Licensee shall have the limited right to assign this Agreement and its other rights hereunder (including, without limitation, its right to renew) to any entity that provides financing to Licensee on a secured basis, or any person or business entity which succeeds to all or substantially all of Licensee's stock, assets or business operations by merger or sale or is an Affiliate of Licensee (as such term is defined herein) without the prior consent of Licensor, provided that such Assignee's financial condition, creditworthiness and operational ability following the contemplated assignment or transfer are sufficient to permit Licensee to satisfy its obligations under this Agreement, as reasonably determined by Licensor. Licensor's participation in any matters relating to an entity providing financing to Licensee shall be at no cost to Licensor, and Licensee shall promptly reimburse Licensor for any such costs incurred by Licensor, including legal fees to negotiate consents, waivers and other instruments with Licensee's lenders.

(b) Except as provided above, Licensee may not otherwise assign, transfer (by operation of law, merger, consolidation, recapitalization, change of control or otherwise), mortgage, lease, sublease or sublicense, pledge, hypothecate, or encumber this Agreement or any rights hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment not in accordance with the terms hereof shall at Licensor's option, to be exercised at any time after Licensor becomes aware of any such purported assignment, be void, and may, after notice thereof to Licensee, at Licensor's option be treated as an Event of Default hereunder. Licensee shall have no right to sublicense or sublet (including the license contained herein) all or any part of the Premises. Licensee's assignment of this Agreement shall not release Licensee of its obligations hereunder.

(c) In the event of any permitted assignment or transfer of this Agreement by Licensee, Licensee shall provide adequate documentation, as reasonably determined by Licensor, to evidence such assignment or transfer and the written commitment of the assignee or transferee to comply with and be bound by the terms of this Agreement.

23. Assignment by Licensor. Licensor may assign or transfer, in whole or in part, its rights and obligations under this Agreement at any time without the consent of Licensee. Any assignment or transfer by Licensor shall release Licensor of its obligations hereunder to the extent such obligations are assumed (by operation of law or otherwise) by the assignee or transferee. Licensee agrees to look solely to such successor in interest of Licensor for the performance of such assumed obligations.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective permitted successors, personal representatives, transferees

and assigns. The obligations of Licensor under this Agreement shall no longer be binding upon Licensor if Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessee (or upon any subsequent licensor after the sale, assignment or transfer by such subsequent licensor). In the event of any such sale, assignment or transfer, such obligations shall thereafter be automatically binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed Licensor's obligations hereunder and be entitled to receive Licensor's benefits hereunder. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.

25. Hazardous Materials

(a) Licensee agrees that its conduct within the Premises shall at all times be in compliance with all applicable environmental laws and that Licensee shall not use, generate, store or dispose of any Hazardous Materials (as such term is defined herein) on, under, about or within the Building; except for those materials that are necessary and directly related to Licensee's Permitted Use of the Premises (including its back up power system), in which case, Licensee's use, storage and disposal of such Hazardous Materials shall be in compliance with all applicable environmental laws and the highest standards prevailing in the industry. Without limiting the foregoing, prior to the Commencement Date and throughout the term of this Agreement, Licensee agrees to disclose to Licensor all Hazardous Materials used or to be located in the Premises by Licensee. Notwithstanding anything contained herein to the contrary, Licensee shall not have any liability to Licensor under this Section resulting from any conditions existing, or events occurring, or any Hazardous Materials existing or generated at, in, on, under or in connection with the Premises prior to the Commencement Date of this License, except to the extent Licensee has actual knowledge of the presence of such Hazardous Materials and exacerbates their condition. Licensee shall defend, indemnify and hold harmless Licensor, and shall defend, indemnify and hold harmless Licensor's direct or indirect partners, officers, affiliates, agents, members, shareholders, beneficiaries and principals and their respective directors, trustees, officers and employees (collectively, the "Licensor's Parties"), against any and all Claims arising from any breach of any representation, warranty or agreement contained in this Section. This Section shall survive the expiration or earlier termination of this Agreement.

(b) If Licensee discovers, uncovers, disturbs or otherwise reveals any existing Hazardous Materials within the Building, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Licensor's written approval. In the event Licensor takes no corrective action, Licensee shall have two (2) options upon discovery of Hazardous Materials and cessation of work as described above: (i) reroute its planned access route to avoid such hazardous material area; or (ii) terminate this Agreement upon not less than _____ (___) days prior written notice to Licensor. In the event Licensor commences corrective action, Licensee shall reschedule its installation work to a period after Licensor has completed corrective action in regard to such Hazardous Materials; provided, however, that Licensee may terminate this Agreement upon written notice to Licensor if such corrective action has not been commenced and diligently pursued within _____ (___) days after Licensor's receipt of notice of Licensee's discovery of the Hazardous Materials, or if such corrective action has not been completed within _____ ( ) days after commencing such action. Except for Licensee's failure to comply with this Section 25, Licensee is hereby released and indemnified from any responsibility for managing, monitoring or abating, and shall not be deemed to have ownership of Hazardous Materials, including asbestos, pre-existing within the Building, or brought on the Premises, into the Building, on, in or under the land upon which the Building is located, by any other current or former Tenant or by Licensor. Licensee shall not be released nor indemnified for any responsibility arising from Licensee's disturbance of any Hazardous Materials, the location of which was disclosed to Licensee in writing.

26. Non-Recourse. In no event shall Licensor be liable to Licensee either for (i) any loss or damage that may be occasioned by or through the acts or omissions of any third parties (other than Licensor's employees, agents, contractors and affiliates) or (ii) any consequential damages. None of the Licensor's Parties shall be personally liable for the performance of Licensor's obligations under this Agreement. Licensee shall look solely to Licensor to enforce Licensor's obligations hereunder and shall not seek any damages against any of the Licensor's Parties. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest of Licensor, its successors and assigns, in the Building (including net proceeds of sale and net insurance proceeds actually received by Licensor's Parties with respect to the Building), for the collection of any judgment recovered against, or liability of, Licensor by reason of Licensor's breach of this Agreement or otherwise, and no other property or assets of Licensor or any of Licensor's Parties shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies under this Agreement.

27. Rules and Regulations. Licensee agrees to comply with all Rules and Regulations and any construction rules and regulations, as adopted and altered by Licensor from time to time, and will cause its agents, employees, contractors, invitees and visitors to do so, provided that such Rules and Regulations are uniformly and non-discriminatorily enforced among all Service Providers in the Building. Licensor shall provide such Rules and Regulations to Licensee prior to the Commencement Date, if not attached hereto. Licensee shall not be bound by any changes in the Rules and Regulations until after it has received written notice of such changes. No revision of the Rules and Regulations shall materially adversely affect Licensee's rights under this Agreement or increase the License Fees payable under this Agreement. The current rules and regulations applicable to Licensee's in the Building are attached hereto as **Exhibit L** and made a part hereof.

28. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity provided that the failure to perform has not been remedied at the time a party enforces its rights hereunder.

29. Taxes. Licensee accepts and assumes full and exclusive liability for, and shall hold Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Building, including, without limitation, taxes attributable to the ownership and operation of the Equipment, contributions required under state and federal law providing for state and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities which are measured by wages, salaries or other remuneration paid by Licensee to its employees for any and all activities in connection with this Agreement. Notwithstanding the foregoing, Licensee shall not be responsible for any taxes imposed on the income of the Licensor derived from the Building or otherwise. Licensee will be responsible for the payment of all applicable federal, state and local taxes imposed on Licensor as a direct result of the exercise, directly or indirectly, of Licensee's rights under this Agreement, including Licensee's operations and sales within the Building.

30. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building or Premises by virtue of this Agreement or Licensee's use of the Premises pursuant hereto. In connection with the foregoing, the parties further acknowledge that in no event shall the relationship between Licensor and Licensee be deemed to be a so called landlord-tenant relationship and that in no event shall either party be entitled to avail itself of any rights afforded to landlords or tenants respectively under the laws of the jurisdiction in which the Building is located.

Except for Licensor's rights to retain the inside wiring under this Agreement, Licensor shall have no rights or interest in any of the Equipment or other property of License, and Licensor expressly waives any statutory rights granted a landlord with respect to the property of a tenant. This Agreement is not and does not grant an easement.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located.

32. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

33. Survival. Any obligation of the parties related to monies owed prior to termination, other obligations accruing prior to termination and expressly surviving termination, as well as those provisions relating to limitations on liability, indemnification and actions, shall survive the expiration or earlier termination of this Agreement.

34. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this section), war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Licensor or Licensee, but in no event for more than _____ ( ) days regardless of the cause. The provisions of this Section shall not apply to the payment of fees or the payments of other monies to be paid by Licensor or Licensee under this Agreement. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Section. Notwithstanding the foregoing, Licensor and Licensee shall each take commercially reasonable precautions to (i) avoid reasonably foreseeable force majeure events, and (ii) mitigate the adverse affects of other force majeure events.

35. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be declared to be invalid or unenforceable under applicable law by a court or agency having jurisdiction over the subject matter, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted in such a manner so as to give the greatest possible effect of the original intent and purpose of the Agreement.

36. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective permitted assigns, successors, heirs and legal representatives, and the Licensor's Parties, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

37. Publicity. Neither party shall issue or release, or allow any of its Affiliates to issue or release, any advertisement, brochure, press release, public announcement or other similar public communication which makes reference to the other party or its Affiliates or any of their respective trademarks, trade names or logos, without such other party's written consent, except as required by applicable securities laws taking into account the business of the issuer.

In addition, except as permitted in writing by Licensor in its reasonable discretion, no advertisement, brochure, press release, public announcement or other similar public communication by Licensee shall:

(a) make any reference to or use the name of the Building or of any other property owned or managed by Licensor or any of its Affiliates; provided that this provision shall not apply to materials distributed in the Building or otherwise directed to the Tenants.

(b) state or imply that Licensor or any of its Affiliates endorses or recommends Licensee's products or Services;

(c) state or imply that Licensee has any exclusive right to provide such products or Services at the Building;

(d) use any picture or likeness of the Building or any other properties owned or managed by Licensor or its Affiliates (unless the Building or such other properties are captured in a "skyline", "panoramic" or other similar photograph or video footage of a cluster of buildings); or

(e) be materially inaccurate or misleading or adversely affect the reputation of the Building or Licensor or its Affiliates.

38. Confidentiality

(a) Neither party hereto will, without the prior written consent of the other party disclose any Confidential Information to any person or entity other than the trustees, directors, officers, employees, current or potential investors, and agents of such party and its Affiliates who reasonably need to have access to the Confidential Information (provided the disclosing party shall be responsible for any violation by such party of the confidentiality provisions hereof). The obligations of a recipient party with respect to Confidential Information shall remain in effect except to the extent that: (i) such Confidential Information becomes generally available to the public other than as a result of unauthorized disclosure by the recipient or persons to whom such recipient has made the information available; (ii) the recipient can demonstrate that such Confidential Information was received by such recipient on a non-confidential basis, prior to receipt from the other party, from a third party lawfully possessing and lawfully entitled to disclose such information; or (iii) such Confidential Information is required to be released pursuant to a court order or an administrative proceeding (provided that the party required to release such information shall provide the other party with reasonable prior notice in order to permit such other party to obtain confidential treatment or other appropriate relief) or is required to be disclosed by federal and state securities laws and regulations.

(b) Confidential Information shall remain the property of the disclosing party and, if requested by the disclosing party, shall be destroyed or returned to the disclosing party upon satisfaction or completion of the performance obligations under this Agreement with respect to which such Confidential Information was disclosed. Each recipient party agrees to safeguard Confidential Information utilizing the same degree of care utilized by such recipient party in protecting its own confidential information. In addition to any other remedies which each party providing Confidential Information may have at law or in equity, such party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance and to prevent a breach or threatened breach of the provisions of this Section 38.

(c) For purposes of this Agreement, the term "Confidential Information" shall mean the following information disclosed by a party to the other party under or in contemplation of this Agreement, which: *[MODIFY OR EXPAND AS APPLICABLE.]*

(1) If in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed; or

(2) If oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered to the receiving party within ten (10) days following such disclosure.

(d) Either party shall have the right to correct any inadvertent failure to designate information as Confidential Information by written notification as soon as practical but in any event not later than ___ ( ) days after such error is determined. The receiving party shall from that time forward treat such information as Confidential Information.

39. Licensee REIT Representations, Warranties and Covenants. If Licensor or its direct or indirect parent companies are a real estate investment trust ("REIT"), by its execution of this Agreement, the representations, warranties and covenants set forth in Exhibit K shall be deemed to be incorporated into this Agreement by this reference.

40. Miscellaneous

(a) The descriptive heading of the several paragraphs of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

(b) The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

(c) All rights and remedies of the parties under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed under present or future law.

(d) This Agreement may be executed in counterparts and each executed counterpart shall be construed to be an original.

(e) Licensor acknowledges that Licensee has an obligation to provide continuous Services to its customers under state and federal law, and Licensor hereby agrees to cooperate with Licensee in good faith to ensure that Licensee is able to meet such obligations. In no instance shall any aspect of this Agreement operate to constitute an unauthorized assignment or transfer of control of spectrum licenses issued by the FCC and held by Licensee and any affiliate of Licensee.

(f) Each of the parties hereto covenants and warrants to the other that (i) it has the requisite authority to execute this Agreement; (ii) it has the power to grant the rights hereunder; and (iii) the execution and performance of this Agreement by Licensor or Licensee, respectively, will not violate any laws, ordinances, covenants or the provisions of any mortgage, license or other agreement binding upon such party.

EXHIBIT A

DEFINITIONS

"Affiliate" shall mean: (1) a corporation or other business entity which owns fifty percent (50%) or more of the outstanding common stock or ownership interests of Licensee, or (2) a corporation or other business entity which has fifty percent (50%) or more of its common stock or ownership interests owned by Licensee, or (3) a partnership which owns fifty percent (50%) or more of the common stock or ownership interest of Licensee, or (4) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (5) an entity which is the surviving entity in a merger, reorganization, consolidation or sale of all or substantially all of Licensee's assets, or (6) a corporation or other business entity which has fifty percent (50%) or more of its common stock or ownership interests owned by another entity which owns fifty percent (50%) or more of the common stock or ownership interests of Licensee.

"Amortization Period" shall have the meaning set forth in Exhibit J.

"Applicable Laws" shall mean all applicable laws, ordinances, codes, rules and regulations of any Government Agency having jurisdiction, including the FCC, the EPA, the OSHA and the Federal Aviation Administration.

"Approved Work Plan" shall have the meaning set forth in Section 7(a).

"Best Rating" shall have the meaning set forth in Section 12(c).

"Building Service Provider" shall have the meaning set forth in Section 2(i).

"CDS" shall have the meaning set forth in Exhibit J.

"CDS Fee" shall have the meaning set forth in Exhibit J.

"CDS Provider" shall have the meaning set forth in Exhibit J.

"Claims" shall mean any and all expenses, costs, damages, loss, claims or other expenses or liabilities, including reasonable attorneys fees and court cost, incurred by an indemnified party under the Agreement.

"Commencement Date" shall have the meaning set forth in Section 1.7 of the Transaction Specific Terms and Conditions.

"Communications Spaces and Pathways" shall mean the pathways, shafts, risers, raceways, conduits, telephone closets, service areas or utility connections and entries into and through the Building owned or under the control of Licensor as specified in Exhibit B. If the parties fail to complete Exhibit B in whole or in part, then prior to the Commencement Date, Licensee will deliver to Licensor drawings identifying the location of the Communications Spaces and Pathways pursuant to Section 7 of this Agreement.

"Completion Date" shall have the meaning set forth in Exhibit J.

"Connecting Equipment" shall mean those portions of Licensee's cables, conduits, inner ducts and other connecting hardware connecting Licensee's interior equipment to its antenna(s) or through which Licensee provides Services to Tenants.

"Confidential Information" shall have the meaning set forth in Section 38(c).

"Due Diligence Period" shall have the meaning set forth in Section 2.2 of the Transaction Specific Terms and Conditions.

"EPA" shall mean the U.S. Environmental Protection Agency, and any successor agency having similar or related authority and jurisdiction.

"Emergency Situation" shall mean a situation in which (a) an immediate threat is posed to (i) the health and safety of Tenants or any occupant or visitor to the Building; or (ii) the structural integrity of the Building, or (b) there is a disruption or outage in Services to Tenants.

"Equipment" shall mean Licensee's telecommunications equipment, including wiring, cabling, antennas, cabinets, radios, poles, dishes, masts and other equipment used in connection with the provision of Services and as described in Exhibit C.

"Equipment Room" shall mean approximately ____ square feet of floor space in the Building in the location specified in Exhibit D. If the parties fail to complete Exhibit D in whole or in part, then prior to installation of the Equipment in the Building, Licensee will deliver to Licensor drawings identifying the location of the Equipment Room pursuant to Section 7 of this Agreement.

"Existing Licensee" shall mean any Service Provider duly authorized to provide Services under Applicable Laws, and who, before the Commencement Date, has equipment operating in the Building or on the Rooftop pursuant to an agreement with Licensor.

"Extension Term" shall have the meaning set forth in Section 1.8 of the Transaction Specific Terms and Conditions.

"FCC" shall mean the U.S. Federal Communications Commission, and any successor agency having similar or related authority and jurisdiction.

"Future Licensee" shall mean any telecommunications Service Provider or any other user of rooftop space or the Communications Spaces and Pathways who, following the Commencement Date, enters into an agreement with Licensor.

"Governmental Agency" shall mean any agency, board, bureau, legislative body, court, commission, department, instrumentality or administration of the United States government, any foreign government, any state government or any local or other governmental body of a state, territory or possession of the United States or the District of Columbia.

"Hazardous Materials" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet.

"Initial Term" shall have the meaning set forth in Section 1.6 of the Transaction Specific Terms and Conditions.

"Interest" shall have the meaning set forth in Section 14.

"License Fee" shall have the meaning set forth in Section 1.9 of the Transaction Specific Terms and Conditions.

"License Term" shall mean the Initial Term and the Extension Term, as applicable.

"Licensor's Parties" shall have the meaning set forth in Section 25(a).

"Licensee Parties" shall have the meaning set forth in Section 26.

"Line-of-Sight" shall mean the clear, open-air direct transmission path between the Equipment and equipment located at another site as of the Commencement Date.

"MDF" shall have the meaning set forth in Exhibit J.

"MPOE" shall have the meaning set forth in Exhibit J.

"Normal Business Hours" shall mean those hours during which the Building is regularly open to Tenants and the public, unless the Rules and Regulations otherwise provide.

"OSHA" shall mean the U.S. Occupational Safety and Health Administration, and any successor agency having similar or related authority or jurisdiction.

"Permits" shall have the meaning set forth in Section 6(a).

"Permitted Use" shall have the meaning set forth in Section 2(a) and shall include the right of the Licensee to utilize its Equipment to provide the Services pursuant to authority granted to Licensee through specific licenses issued or granted by the Federal Communications Commission or other relevant Governmental Agencies and at all times in compliance with all Applicable Laws.

"Premises" shall have the meaning set forth in Section 2(a). If the parties fail to identify any of the elements of the Premises as an Exhibit, then prior to the Commencement Date, Licensee will deliver to Licensor drawings identifying the location of the Premises pursuant to Section 7 of this Agreement.

"Premises Work" shall have the meaning set forth in Section 2(d).

"Rooftop Space" shall mean approximately ___ square feet of space on the surface of the rooftop, or certain wall space (on the penthouse or other structure) on the rooftop of the Building in the location specified in Exhibit E. If the parties fail to complete Exhibit E in whole or in part, then prior to the Commencement Date, Licensee will deliver to Licensor drawings identifying the location of and attach a diagram as an exhibit of the Rooftop Space pursuant to Section 7 of this Agreement.

"Rules and Regulations" shall mean the rules and regulations applicable to the Building, and attached hereto as Exhibit L. In the event of any conflict between Rules and Regulations and this Agreement, this Agreement shall prevail. Licensor may, upon prior written notice to Licensee, reasonably amend the Rules and Regulations from time to time, provided that such amendment does not (a) result in any additional cost or expense to Licensee, (b) adversely affect the Licensee's rights hereunder, or the operation of the Licensee's Equipment, and (c) discriminate among any Service Provider.

"Service Provider" shall mean any provider offering or providing one or more of the Services set forth in Exhibit F.

"Services" shall mean the telecommunications and information services described in Exhibit F, as the same may be amended from time to time, subject to Licensor's consent, not to be unreasonably withheld, conditioned or delayed.

"Tenant" shall mean any tenant, subtenant, or occupant within the Building other than Licensee.

"Tenant Area" shall mean the premises or area leased, licensed or occupied by a Tenant pursuant to an agreement with Licensor or another Tenant.

"Termination Date" shall have the meaning set forth in Section 10(a).

EXHIBIT B

COMMUNICATIONS SPACES AND PATHWAYS

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT C

EQUIPMENT

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT D

EQUIPMENT ROOM PLAN

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT E

ROOFTOP SPACE

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT F

SERVICES

EXHIBIT G

TECHNICAL STANDARDS

EXHIBIT H

WORK PLAN

EXHIBIT I

ACCESS REQUEST FORM

<BUILDING OWNER COMPANY>

a) Mr. or Ms._____, of_____(company), request permission to access the telecommunications equipment within the Building of _____on (date), at approximately ____am/pm.

b) For the purpose of _____(detail below if necessary).

c) Will new or additional equipment be located within the telephone closets? (yes)/_____(no). Please describe any new/additional equipment being placed in the telephone closet on floor(s).

d) The expected duration of this visit is _____(hours/days).

Licensee
(Name of Company)

By: _____(Authorized Agent)
Name:
Title:

EXHIBIT J

CABLE DISTRIBUTION SYSTEM RIDER

This CABLE DISTRIBUTION SYSTEM RIDER ("CDS Rider") is made part of that certain Telecommunications License Agreement (the "Agreement") dated _____, _____, by and between _____, a(n) _____ ("Licensor"), and _____, a(n) _____ ("Licensee").

Capitalized Terms. Any capitalized terms used but not defined in this CDS Rider shall have the meaning given them in the Agreement.

I. Licensor reserves the right to install and operate, or allow a third party to install and/or operate, and the right to require all Service Providers, including Licensee, to use a central telecommunications cable distribution system ("CDS") in the Building pursuant to the terms of this CDS Rider. The CDS may include a main demarcation frame ("**MDF**") for use by all Service Providers in order to reach tenant demarcation points in the Building. The MDF shall serve as the minimum point of entry ("**MPOE**") demarcation point for Service Providers, including Licensee. The MDF shall also serve as the origination point of the CDS. The tenant demarcation block on each floor of the Building will serve as the terminating point of the CDS on that floor.

II. Licensor shall charge all Service Providers (including Licensee) reasonable, non-discriminatory fees for each CDS cable-pair used and related activities (the "**CDS Fees**") in accordance with **Exhibit J-1**, which is attached hereto and incorporated herein as it may be amended from time to time. If Licensor installs a CDS, it may, in its sole discretion, appoint a third party as its agent to own and/or manage the CDS.

III. Each of the following provisions shall become operative if Licensor installs a CDS:

A. Licensor may, but is not obligated to, purchase from Licensee those portions of Licensee's cables, conduits, inner ducts and other connecting hardware ("**Connecting Equipment**") that Licensor determines are necessary to incorporate into the CDS, except that portion of the Connecting Equipment (i) connecting Licensee's interior equipment to its antennas, and (ii) connecting the Equipment to the CDS (collectively, the "Excluded Equipment"). The purchase price of the Connecting Equipment shall be an amount equal to the then "as is" fair market value as agreed to by the parties, or as determined by a third party reasonably acceptable to both parties who is experienced in the valuation of such equipment. Except for the Excluded Equipment, Licensee shall, at Licensor's option and expense, remove any remaining Connecting Equipment that is not purchased by Licensor.

B. Licensee shall, at Licensee's expense, and with reasonable prior notice from Licensor, relocate its existing services and demarcation facilities to the CDS. Prior to Licensee's relocation to the CDS, and on an annual basis after Licensee's relocation to the CDS, Licensor shall notify all of the Tenants in the Building that all Service Providers, including Licensee, will be required to use the CDS and that the CDS is owned and/or controlled by Licensor.

C. Licensee shall utilize the CDS for providing all Service to Licensee's customers once Licensor notifies Licensee that the MDF is ready for use.

D. Licensor shall allow Licensee a reasonable amount of time (not to exceed _____ ( ) days for proper planning, engineering and cut-over in this regard. Cut-over to the MDF will be accomplished at times other than normal business hours, unless previously approved by Licensor.

IV. Notwithstanding any provision herein to the contrary, if Licensor does not purchase, pursuant to Subsection III.A above, the Connecting Equipment which is used by Licensee to provide Services to Tenants, then Licensee shall have the right to continue to use the Connecting Equipment for a period ending at the earlier to occur of (A) ___ ( ) years after the date of installation of the Excluded Equipment, or (B) the expiration or termination of the Term of the Agreement, to provide Services to its existing customers in the Building as of the date of the activation of the CDS, but Licensee shall use the CDS immediately to provide Services to any new customers of Licensee in the Building on or after the date of activation of the CDS.

V. In the event that any of Licensee's Services to Tenants are not capable of being delivered to a Tenant by means of the CDS, Licensee shall have the right to utilize the Communications Spaces and Pathways and provide Services to Tenants in the Building in the same manner as such Services would have been provided, but for the CDS; provided, however, that all other Services shall be delivered to Tenants by means of the CDS in accordance with this Rider.

VI. The CDS will be available to all Service Providers and Tenants for the provision and receipt of Services on a non-discriminatory, first-come, first-served basis, consistent with reasonable rules that Licensor may issue for use.

VII. In the event of interruption of Licensee's Services to Tenants or other material, adverse effects to Licensee's Services to Tenants caused by malfunction, damage or destruction of the CDS, Licensor shall (or shall enforce the third party CDS provider's obligations to): (i) repair or replace the CDS as necessary to eliminate the cause of the malfunction or interruption within ___ ( ) hour(s)/day(s) after the malfunction or interruption, the cost of which shall be borne by Licensor, unless the problem was caused directly or indirectly by Licensee, its agents, representatives, employees or invitees, and (ii) within ___ ( ) hour(s)/day(s) after becoming aware of the malfunction or interruption, notify all Tenants to which Licensee is providing Services that any interruption in their Service is a result of such malfunction or interruption of the CDS. In limitation of the foregoing, Licensor's obligation to repair or replace the CDS shall apply only to the extent necessary to reach premises in the Building that are then used by Licensee's customers in the Building after the malfunction, damage or destruction or that, if damaged or destroyed, will be again used by Licensee's customer's in the Building upon the completion of restoration or repair thereof.

VIII. In no event shall Licensee have any right to make any claim against Licensor whatsoever for any damages, whether direct, indirect, special, incidental, consequential, exemplary or punitive, in connection or arising from the CDS, unless caused by gross negligence or willful misconduct of Licensor.

IX. In the event of malfunction or, damage to, or destruction of, the CDS, Licensee's remedies shall be limited to the following, which may be jointly or severally exercised by Licensee; (i) a claim for specific performance of Licensor's obligation to repair or replace the CDS, (ii) the right to terminate this Agreement; and (iii) the right to run its own cables in the Communications Spaces and Pathways but only if and to the extent such malfunction, damage or destruction of the CDS materially interrupts or materially interferes with

Licensee's ability to provide Services to its customers in the Building for ___ ( ) consecutive calendar days or for _____ business days during any twelve (12) month period. The License Fees and CDS Fee paid by Licensee under the Agreement shall equitably abate (to the degree related to the defect) from the date of such malfunction, damage or destruction until the date upon which Licensor completes its repair or replacement of the CDS, to the extent that Licensor is required to do so by this Agreement, or to the date upon which Licensee runs its own cables in the Communications Spaces and Pathways as provided in clause (iii) above ("**Completion Date**"). The abated amount, to the extent already paid, shall be refunded to Licensee within _____ ( ) days of the Completion Date. Licensor shall promptly provide to Licensee the phone number(s) for the person or persons responsible for the operation and maintenance of the CDS. Upon completion of Licensor's restoration or repair of the CDS, Licensee shall, within _____ ( ) business days, return and re-connect its Equipment to the CDS.

X. Notwithstanding the foregoing, if Licensor installs a CDS, Licensee may, in its sole option and within _____ ( ) days after being notified that Licensee is required to relocate a portion of its Equipment to the CDS, terminate the Agreement upon written notice to Licensor.

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

LICENSOR:

[INSERT LICENSOR NAME]

By: _____
Name:
Title:

LICENSEE:

[INSERT LICENSEE NAME]

By: _____
Name:
Title:

EXHIBIT J-1

CDS FEES