

FIBER OPTIC CABLE / ANTENNA SPACE AGREEMENT

- 1) **Parties, Use.** (“Landlord”) and FibAire Communications, LLC d/b/a AireBeam (“Tenant”) or its assigns, enter into this agreement (“Agreement”) as of _____, 2014. Landlord owns the Property at _____.

Tenant hereby leases and shall have the right to the use and quiet enjoyment of certain portions of the property consisting of _____.

The Related Equipment and the Antennae are together referred to as the “Tenant Facilities” and shall be described Schedule 2. Tenant and its authorized personnel shall have access to the Premises, the Tenant Facilities, the Cabling and Pathways at all times (24 x 7) for the purposes of the installation, operation, maintenance, repair and replacement of the Tenant Facilities.

- 2) **Term.** The term of this Agreement shall begin on the later date that Landlord and Tenant have both signed this Agreement, as indicated on the signature page below (“the Commencement Date”), and will terminate five (5) years after the Commencement Date. Tenant and Landlord shall mutually have the option to renew this Agreement for three (3) additional five-year periods (each, a “Renewal Term”). Each Renewal Term shall automatically begin unless Tenant shall give Landlord written notice of its intention not to renew this Agreement at least thirty (30) days prior to the end of the initial Term or the previous Renewal Term as the case may be. If Tenant opts to renew, Landlord shall not unreasonably withhold his approval.
- 3) **Rent.** Commencing upon the first date of operation (date Internet service is available to clients) of the Tenant Facilities (as described in Schedule 2) (“Rent Commencement Date”), Tenant shall offer and provide to the Landlord Access to tenant’s Internet service with 10mbps minimum plus other networking / video concessions as shall be mutually agreed. Landlord’s service location does not have to be on this property, so long as it is within one of our service areas. Landlord may upgrade to the highest service level available, should it become higher than 6mbps.
- 4) **Installation and Power.** Tenant shall connect to a dedicated 20amp circuit provided by Landlord. Tenant will perform the installation of the circuit. Tenant shall reimburse landlord \$250 per year to cover the cost of electricity used, or the actual cost if it exceeds \$250 per year.
- 5) **Insurance.** Tenant shall provide to Landlord proof of General liability Insurance and shall name Landlord as “Additional Named Insured”.
- 6) **Responsibility for Damage to Building.** Tenant accepts responsibility for any damage done to landlord’s property or its equipment, by Tenant, its contractors and other Permittees. Tenant will repair or cause to be repaired any such damage restoring the damaged areas to their original condition.

- 7) **Removal of Tenant Facilities, etc.** All Tenant Facilities referenced in Schedule 2, are and shall remain the personal property of the Tenant, whether or not they are affixed to the Tower. Upon the expiration or termination of this Agreement, Tenant shall remove all of the Tenant Facilities (with the exception of the Power Entrance Facility, which shall become the property of the Landlord) and shall restore the Premises to the same condition as existed prior to the installation or placement of the Tenant Facilities, reasonable wear and tear excepted.
- 8) **Interference.** Tenant agrees not to interfere with radio transmission or reception equipment properly located on the Property, provided that such equipment is in operation as of the date of this Agreement and is operating within the technical parameters specified by its manufacturer and FCC license. If Tenant should cause such measurable interference, Tenant shall eliminate it in a timely manner after notice thereof. Landlord agrees not to operate and agrees to prohibit others from operating any wireless equipment that operates on Tenant's frequencies on the premises. After the date of this Agreement, no other tenant or licensee of Landlord will be permitted to install equipment on the roof of any type or frequency, which will cause material interference with the performance of Tenant's Antennae, Related Equipment, or Cable and Pathways. Landlord, at its own expense, will take all steps necessary to correct, eliminate or remove any equipment causing such interference within seventy-two (72) hours of Landlord's receipt of written notice from Tenant of such interference.
- 9) **Right of Entry:** Tenant shall have the right to enter the landlord's premises to examine, maintain, repair, replace or remove tenant's equipment 24 x 7. Landlord will provide Tenant with access codes to permit access to the roof and the IT Server Room. Tenant agrees to use Landlord provided Access Logs and/or to email or phone notice of requirement to enter after hours.
- 10) **Right to Record Lease.** Landlord hereby grants Tenant the right to record this lease with the county public recorder.
- 11) **Sale of Property.** If landlord sells the Property, Landlord shall disclose to the buyer the existence of this lease and the easement, which is intended to survive the transfer of ownership of the Property. If buyer declines to honor this lease, Landlord agrees to give Tenant 6 months notice to terminate the lease and remove Tenant's equipment from the premises. During this 6 month term, Landlord will use its best efforts to maintain the Tenant's right for "quite enjoyment".
- 12) **Indemnification.** Tenant indemnifies Landlord against actions by local authorities or neighbors concerning tenant's use of landlord's property. If any such actions occur, tenant will take responsibility for resolving the actions and the cost thereof.
- 13) **Notices.** Any and all other notices, demands, or requests by and/or from Landlord to Tenant, or Tenant to Landlord, shall be in writing and effective upon receipt. All notices

SCHEDULE 1

Premises

Premesis:

Power

Landlord will provide a 20amp circuit (electrical power).

Related Equipment:

- 1) NEMA 3R Equipment Cabinet attached to tower for equipment
- 2) Various antennae

Short Form Lease for Recording

This Short Form Lease made this the ____ day of _____ 2014 by and between _____, herein after called Lessor, and FibAire Communications, LLC herein after called Lessee and the heirs, legal representatives, successors, and assigns, of the respective parties.

The Lessor, in consideration of the covenants of the lessee, does hereby lease and demise unto Lessee and Lessee hereby agrees to take and lease from Lessor, for the term hereinafter specified, the premises described in Schedule 1 which is incorporated by reference.

It is understood and agreed that this is a Short Form Lease executed for the purposes of recordation among the Land Records in the office of the Clerk of Maricopa County, AZ, and the Long Form Lease Agreement between the Lessor and Lessee (designated Long Form Lease agreement herein) dated even date herewith, sets of specifically the rents and the terms, covenants and conditions agreed to by and between the parties relative to the Lease of the property described herein, and all of the terms and conditions contained in said Long Form Lease Agreement are incorporated herein just as fully and completely as if said terms were specified herein.

The term of the Lease which is effective as of the date of execution, and upon exercise of all options by Lessee, is for 5 years from the date of execution as set out in the Long Form Lease Agreement. Lessor's interest may not be pledged as security by Lessee to secure debts and obligations to Lessor's lenders unless approved in writing by Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee execute this agreement on the 1__ day of _____, 2014.

AGREED TO:

FibAire Communications, LLC

By:

By: Gregory A. Friedman
Managing Member

Date: _____

Date: _____