

TOWER ACCESS AGREEMENT

By and Between

Bug Tussel Wireless, LLC
130 E. Walnut Street – 3rd Floor
Green Bay, Wisconsin 54301
and

TOWER ACCESS AGREEMENT

THIS TOWER ACCESS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2012, by and between BUG TUSSEL WIRELESS, LLC Wisconsin limited liability company (hereinafter, “Lessor”), and _____, a municipal government (hereinafter, “Tenant”).

WITNESSETH:

WHEREAS, Midwestern Disaster Area Bonds in one or more series in the aggregate principal amount of \$_____ (the “**Bonds**”) are to be issued by Fond du Lac County, Wisconsin (the “**Issuer**”) on behalf of the Lessor to finance the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and/or fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the “**Project**”), pursuant to an Indenture of Trust, dated as of December 1, 2012 (the “**Indenture**”), between the Issuer and U.S. Bank National Association, as Trustee (the “**Trustee**”);

WHEREAS, the proceeds derived from the issuance of the Bonds will be applied pursuant to a Loan Agreement between the Issuer and Lessor dated as of December 1, 2012 (the “**Loan Agreement**”), to finance the costs of the Project, which Project is located in Adams County, Fond du Lac County and Sauk County, Wisconsin (each, a “Participating County”);

WHEREAS, the Participating Counties have entered into an Intergovernmental Agreement, dated as of December 1, 2012 (the “**Intergovernmental Agreement**”);

WHEREAS, the Lessor will execute and deliver to the Issuer its Promissory Note, Series 2012 (the “**Note**”) to evidence the Lessor’s obligation to repay the loan made under the Loan Agreement;

WHEREAS, in consideration of the increased tax revenue that will accrue to the Participating County as a result of the Project and the new jobs and other economic benefits for residents of the Participating County that will result from the Project and the public safety benefits that will result from the Project and the Participating County’s access to the Project, the Participating County has agreed to guarantee the payment of its pro rata share of the principal of and interest on the Bonds in an amount necessary to replenish the Debt Service Reserve Fund (as defined in the Indenture) pursuant to a Guaranty Agreement, dated as of December 1, 2012 (the “**Guaranty**”) by and between the Participating County and the Trustee;

WHEREAS, as further consideration for the Guaranty, the Lessor has agreed to provide the Participating County access, at no charge, to use any telecommunications towers (“Tower”) and related real estate (“Tower Site”) (collectively, the “Premises”) constructed in the Participating County with the proceeds of the Bonds.

WHEREAS, as further consideration for the Guaranty, Lessor hereby grants to any township, village, city, fire or ambulance district within the Participating County, as long as such entity is not providing commercial communication utilities, use of the Tower and Tower Site to place one antenna on the Tower at no charge; additional equipment can be on the Tower by such entity pursuant to a fee schedule set forth herein.

WHEREAS, Lessor, has constructed with the proceeds of the Bonds, a Tower located in the _____ of _____, _____, County Wisconsin, the location, height, and specifications of which are more particularly described on Exhibit A attached hereto.

WHEREAS, pursuant to this Agreement and subject to the terms and conditions herein contained, Lessor hereby grants to Tenant the right to access certain space on the Tower with a corresponding right to use other portions of the Tower and the leasehold estate upon which the Tower is located.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Lessor and Tenant agree as follows:

ARTICLE I **BASIC PROVISIONS**

- 1.1 Premises.** Subject to the terms and conditions hereof, Tenant shall have the right to place, attach, affix, and locate that antennae equipment and related appurtenances, apparatus, and facilities (collectively referred to as Tenant's "Equipment") identified in Exhibit B on the Tower and Tower Site.
- 1.2 Original Term.** No greater than (25) years, commencing on the bond issuance date. After the Original Term, this Agreement can be renewed at the option of either party for another term of ten (10) years.
- 1.3 Use of Premises.** The Premises may be used by Tenant for the purpose of installing, maintaining, and operating Tenant's Equipment at the Tower Site and on the Tower.
- 1.4 Tenant's Termination** Tenant shall have the right to terminate this agreement at any time.

ARTICLE II
DEMISE AND ACCESS; MONTHLY RENT

2.1 Demise and Access. Lessor hereby leases to Tenant, and Tenant hereby takes possession of and from Lessor, the Premises, subject to the provisions of this Agreement. Tenant shall have open and unrestricted access to the Premises at all times during the Term. If necessary to access the Premises as herein described, Lessor hereby grants to Tenant a non-exclusive license over, upon, and across property adjoining the Premises owned or under the control of Lessor for the purpose of providing Tenant with twenty-four (24)-hour daily access to the Premises from a public street or thoroughfare (the "Access License"); provided that such use shall not unreasonably interfere with the use of such adjoining property by Lessor or others. In addition, Lessor hereby grants to Tenant a non-exclusive license over, upon, and across property adjoining the Premises owned or under the control of Lessor for the purpose of providing utilities to the Premises (the "Utility License"); provided that such use does not unreasonably interfere with the use of such adjoining property by Lessor or others. The Access License and the Utility License shall be automatically revoked or terminated upon the expiration or earlier termination of this Agreement.

2.2 Monthly Rent . _____ A Participating County shall not pay any rent or license fee to access the Tower or Tower Site. A township, village, city, fire or ambulance district within a Participating County, so long as such entity is not providing commercial communication utilities, shall be entitled to install one antenna upon a Tower and Tower Site at no charge; thereafter, additional equipment can be installed on the Tower subject to the fee schedule attached hereto as Exhibit C.

ARTICLE III
INSTALLATION, MAINTENANCE, AND ACCESS

3.1 Equipment Specifications. Tenant agrees that all of its Equipment to be installed upon the Tower or Tower Site, and all frequencies utilized by Tenant pursuant to this Agreement, will be in exact accordance with the with the information specified on Exhibit B.

3.2 Installation and Replacement of Equipment. All installations, maintenance, and replacement of Tenant's Equipment on the Tower or at the Tower Site shall be at Tenant's sole expense and risk. Prior to the initial installation any of its Equipment, or making any subsequent modifications, enhancement, or changes to its Equipment (hereinafter, Tenant's "Work"), Tenant shall:

- a. submit to Lessor plans and specifications accurately describing all aspects of the proposed Work to be performed, including, without limitation, weight and wind load requirements and power supply requirements and evidence that Tenant has obtained

all approvals, permits, and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of such Work;

b. Tenant shall not, and shall not permit any third party to, commence any of the work until Lessor notifies Tenant of its written approval thereof, which approval, with respect to Tenant's initial installation, will not be unreasonably withheld. Lessor may, upon written notice to Tenant, perform (or cause to be performed) any structural analysis on the Tower that may be required, in Lessor's reasonable judgment, in order to determine available capacity on the Tower for the installation or modification of Tenant's Equipment, provided that Tenant will not be prohibited from causing the performance of such analysis for its own account. Prior to performing said structural analysis and upon written notification to Tenant, Tenant shall notify Lessor of its desire not to proceed with the installation and Lessor shall then not perform the analysis. Lessor will immediately notify Tenant of the results of said structural analysis and Tenant, in its sole discretion, shall determine whether it desires to proceed with the installation or modification of Tenant's Equipment on the Tower. Within thirty (30) days following receipt of an invoice from Lessor, Tenant shall promptly reimburse Lessor for the costs and expenses of such analysis up to \$1,000.00 per structural analysis.;

c. whether Tenant performs the Work directly or employs one or more third parties to perform the Work, Tenant shall cause all of the Work to be performed in compliance with the plans and specifications approved by Lessor, with the Tower Equipment Installation and Maintenance Standards set forth on Schedule "C" attached hereto, and with all applicable legal requirements. Tenant shall ensure that the Work does not interfere with communications systems and equipment of other prior Tenants or users of the Tower or Tower Site, including any of Lessor's equipment thereon.

d. remain exclusively liable for all costs and expenses of all Work, and pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Lessor's property, or Tenant's Equipment located on Lessor's property. In engaging any person to perform any portion of the Work, Tenant shall require a written waiver from any contractor, subcontractor, laborer, or materialman of all rights under state material and mechanic lien laws, or other laws, to impose a lien on any of Lessor's property;

e. at least ten (10) days prior to the date upon which Tenant's Equipment will become operational and first emit RF signals, Tenant shall notify Lessor of such intended operations and emissions and the date upon which each will commence;

f. comply with the reasonable directions and requirements which Lessor, in its discretion, may from time to time establish in connection with the Tower and Tower Site and the operations of Tenant thereon, provided that such directions and requirements do not unreasonably interfere with Tenant's ordinary course of business or operations; and

g. upon reasonable prior notice (except for emergency situations), reduce operating power or cease operations of Tenant's Equipment when it is necessary to prevent the overexposure of workers on the Tower or at the Tower Site to RF radiation.

3.3 Tenant's Maintenance of Its Equipment.

a. Maintenance Standards. Tenant shall be solely responsible for the maintenance of and repairs to its Equipment at the Tower Site and on the Tower and shall bear all maintenance and repair costs and expenses related thereto. Tenant shall maintain its Equipment in accordance with all reasonable engineering standards to assure operations of the Equipment are in compliance with the requirements of the Federal Communications Commission ("FCC") and all other public authorities with jurisdiction over Tenant's operations.

b. Liability for Interruption or Discontinuance of Service. Tenant shall be responsible for any damage to the Tower or Tower Site, to any utility servicing the Tower or Tower Site, or to the equipment of Lessor or any other tenant caused by Tenant during any installation, maintenance, or modification operations conducted by Tenant or by any third party employed by Tenant or otherwise under Tenant's control. In addition, Tenant shall be responsible for any interruption in, or discontinuance of, the business activities of Lessor or any other tenant of the Tower or Tower Site resulting from any such damage caused by Tenant or any third party employed by Tenant or otherwise under Tenant's control during any such installation, modification, or maintenance operations. In the event Tenant or any such third party causes any damage to the Tower or Tower Site, to any utility servicing the Tower or Tower Site, or to the equipment of Lessor or any other tenant, Tenant shall immediately repair all such damages.

3.4 Lessor's Maintenance.

a. Lessor shall maintain the Tower and Tower Site in good order and repair and in full compliance with all applicable legal requirements, including, without limitation, those of the FCC. In the event Tenant receives notice, or otherwise obtains knowledge, that the Tower or Tower Site is not in compliance with any such legal requirement, Tenant shall immediately so notify Lessor by telephone or facsimile and, to the extent necessary, will cooperate in all reasonable respects with Lessor in curing any such non-compliance.

b. Lessor shall be responsible for compliance with all Tower and building marking and lighting requirements which may be required by the rules and regulations of the Federal Aviation Administration ("FAA") or the FCC without regard to any measures which may be taken by any Tenant to monitor the Tower and/or notify the FAA or FCC of light failures. Tenant shall be entitled to install and monitor its own automatic circuit alarm, or otherwise monitor compliance with FAA and FCC regulations, which monitoring shall in no way relieve Lessor of its obligations hereunder.

3.5 Tenant's Access. Tenant shall have access to the Tower Site and the equipment located thereon to effect repairs to Tenant's Equipment. Notwithstanding, Tenant shall not, and shall not permit any other party to climb the Tower for any purposes without first receiving Lessor's prior written approval for said climb.. In the event Lessor changes or replaces the locks or access codes necessary for Tenant to access the Tower Site or base stations, Lessor shall notify Tenant of such change or replacement within 2 business days thereafter.

3.6 Avoidance of Overexposure. Tenant acknowledges and agrees that, upon reasonable prior notice (except for emergency situations when no such notice is required), Tenant shall reduce operating power or cease operation of Tenant's Equipment when it is necessary to prevent the overexposure of workers on or at the Tower or Tower Site to RF radiation.

3.7 Removal of Equipment. Upon or prior to the expiration or termination of this Agreement, Tenant shall, at Tenant's cost, remove all of its Equipment located on the Tower and otherwise at the Tower Site, and shall restore the Tower and Tower Site to the condition existing on the Commencement Date, reasonable and ordinary wear and tear excepted.

3.8 "AS IS, WHERE IS". THE TOWER AND TOWER SITE WILL BE MADE AVAILABLE IN "AS-IS, WHERE-IS" CONDITION WITH ALL FAULTS AND DEFECTS. BUG TUSSEL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TOWER OR TOWER SITE OR THE ACCESS RIGHTS.

ARTICLE IV **INTERFERENCE**

4.1 Definition. "Interference" shall mean either a material impairment of the quality of the sound signals or transmission and reception activity of any party using any one of the Tower, or a condition which constitutes interference within the meaning of the provisions of the Recommended Practices of the Electronics Industries Association ("EIA") and the rules and regulations of the FCC then in effect.

4.2 Tenant's Covenants. Tenant covenants and agrees that its Equipment and all installation, operation, modification, relocation, and maintenance associated with its Equipment will:

- a. not interfere with Lessor's operation of the Tower or Tower Site, or the operations of any other Tenants of the Tower or Tower Site that occupied the Tower or Tower Site on the Lease Commencement Date (a "Prior Tenant") as such Prior Tenant's(s') operations existed on the Lease Commencement Date. In the event Lessor determines, based on standard and accepted engineering practices, that Tenant's Equipment is interfering with Lessor's operations or a Prior Tenant's pre-existing operations, Tenant shall, within forty-eight (48) hours of notification, take all steps reasonably necessary to eliminate the Interference, with the exception of ceasing Tenant's operations. If Tenant cannot eliminate or resolve such Interference within the

forty-eight (48)-hour period, Lessor shall have the right to require Tenant to turn off its Equipment and only turn on its Equipment during off-peak hours in order to test whether such Interference continues, or has been satisfactorily eliminated. In the event that Tenant is unable to resolve or eliminate the Interference within thirty (30) days from the initial notification of such Interference, Tenant shall immediately remove or cease operations of the objectionable Equipment; and Lessor and Tenant shall each have the right to terminate this Agreement upon notice to the other;

b. in no way damage the Tower, Tower Site, or any improvements, accessories, or appurtenances thereon;

c. not interfere with Lessor's Tower and/or Tower Site maintenance operations;

d. comply with all applicable rules and regulations of the FCC and state and local laws, regulations, and codes.

4.3 Quiet Enjoyment. Lessor shall, and shall further require all tenants of the Tower or Tower Site to comply with the then-current FCC rules and regulations concerning installation, maintenance, and operation of such Tenants' equipment at the Tower and/or Tower Site. During the Term of this Agreement, Lessor will not grant a lease to any other party if such lease would substantially affect or interfere with Tenant's use of the Tower or Tower Site, or the installation, maintenance, and operation of Tenant's Equipment thereon. In addition, in the event the installation, operation, modification, relocation, and/or maintenance associated with the equipment of Lessor or any other Tenant of the Tower or Tower Site interferes with the operation of Tenant's Equipment, Lessor shall, within forty-eight (48) hours of notification from Tenant, take reasonable steps necessary to eliminate the Interference. If Lessor cannot eliminate such Interference, or otherwise cause the Interference to be eliminated within this forty-eight (48)-hour period, Tenant shall have the right to terminate this Agreement upon notice to Lessor.

ARTICLE V TAXES AND UTILITIES

5.1 Real Property Taxes. Lessor shall pay, or cause to be paid, all real property taxes, special assessments, and improvement bonds levied and assessed against the Tower and/or Tower Site.

5.2 Personal Property Taxes. Tenant shall pay, or cause to be paid, all personal property taxes levied or assessed against Tenant's Equipment and any other personal property located at the Tower Site or on the Tower.

5.3 Utilities. Tenant shall pay, or cause to be paid, all charges for electricity and/or any other utility or service used in connection with Tenant's installation, operation, or maintenance of Tenant's Equipment.

ARTICLE VI **INSURANCE**

6.1 Lessor's Insurance. Lessor shall keep and maintain property damage insurance on and for the Tower and Tower Site to cover the same against loss or damage occasioned by fire, vandalism, extended coverage perils, and such other hazards as may be occasioned by Lessor's use and/or ownership of the Tower and Tower Site. Lessor shall also maintain public liability insurance, naming Tenant as an additional insured, against bodily injury or death and for damage to property suffered by others as a result of its ownership and/or operation of the Tower and Tower Site in an amount not less than \$2,000,000.00.

6.2 Tenant's Insurance. Tenant shall, during the entire Term hereof, keep in force and effect the following policies of insurance:

a. **Commercial general and automobile liability insurance:** Commercial general liability insurance with a minimum per-occurrence limit of \$2,000,000.00 for each of the following: bodily injury and property damage, personal injury and advertising injury, and products/completed operations; commercial automobile liability and/or non-owned automobile liability insurance with a combined single limit of no less than \$1,000,000.00, with uninsured or underinsured automobile liability at \$100,000.00 per person and \$300,000.00 per occurrence; and

b. **Worker's compensation and employers liability insurance:** Worker's compensation insurance covering Tenant and its employees in at least the minimum amounts required from time to time by applicable statutes and regulations; and employer's liability insurance with the following minimum limits: (1) bodily injury by accident, \$500,000.00 per occurrence; (2) bodily injury by disease, \$500,000.00 per employee; and (3) bodily injury policy limit, \$500,000.00.

c. **Personal property insurance:** Personal property insurance covering Tenant's Equipment installed, maintained, and/or operated on the Tower and at the Tower Site, insuring the same at one hundred percent (100%) of its full insurable value against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement.

d. if Tenant employs one or more third parties to perform the Work, Tenant shall ensure that each such third party is properly qualified, certified, and/or licensed (if applicable) and maintains the following policies of insurance at all times during the performance of the Work:

(i) **Commercial general and automobile liability insurance:** Commercial general liability insurance with a minimum per-occurrence limit of \$2,000,000.00 for each of the following: bodily injury and property damage, personal injury and advertising injury, and products/completed operations;

commercial automobile liability and/or non-owned automobile liability insurance with a combined single limit of no less than \$1,000,000.00; and

(ii) Worker's compensation and employers liability insurance: Worker's compensation insurance covering the third-party construction firm and its employees in at least the minimum amounts required from time to time by applicable statutes and regulations; and employer's liability insurance with the following minimum limits: (1) bodily injury by accident, \$500,000.00 per occurrence; (2) bodily injury by disease, \$500,000.00 per employee; and (3) bodily injury policy limit, \$500,000.00.

Tenant shall cause each third-party performing Work to supply Lessor with certificates of insurance reflecting all coverages required by this Section 4.2(e); and each such policy of insurance shall name Lessor as an additional insured. Tenant shall be solely responsible and liable to Lessor for Tenant's failure to obtain or deliver to Lessor the required insurance certificates from Tenant's approved contractor or subcontractors;

6.3 Evidence of Insurance. Tenant shall, prior to the Lease Commencement Date and thereafter on an annual basis or as Lessor may otherwise request, cause to be issued to Lessor by the insurer or insurers providing the insurance specified in this Article VII certificates of insurance reflecting all such coverages Tenant. Each policy of insurance required of Tenant by this Article VII shall name Lessor as an "additional insured."

ARTICLE VII **INDEMNIFICATION**

7.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Lessor, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arising from:

a. any demand, claim, suit, action, proceeding, or investigation (hereinafter, a "Claim") to the extent such Claim is attributable to the joint, concurrent or sole negligence, or willful misconduct or strict liability of Tenant, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant; and

b. any material breach by Tenant of any provision of this Agreement.

7.2 By Lessor. Lessor shall indemnify, defend, and hold harmless Tenant, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise from:

a. any Claim to the extent such Claim is attributable to the joint, concurrent, or sole negligence, or willful misconduct or strict liability of Lessor, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessor; and

b. any material breach by Lessor of any provision of this Agreement.

7.3 Limits on Indemnification. Neither party shall be responsible or liable to any person entitled to indemnification under Section 8.1 or Section 8.2, above, for any cost, demand, damage, suit, expense, or cause of action arising from any Claim to the extent attributable to any acts or omissions of the party seeking indemnification or any third party not within Lessor's or Tenant's control.

7.4 Waiver of Certain Damages. The parties hereto, on their own behalf and on behalf of their affiliates and their respective directors, officers, shareholders, successors, and assigns, hereby waive the right to recover consequential (including lost profits), punitive, exemplary, and similar damages.

7.5 Survival. The provisions of this Article VIII shall survive the termination or earlier expiration of this Agreement with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

ARTICLE VIII DAMAGE, DESTRUCTION, OR CONDEMNATION

8.1 Lessor May Repair or Restore Upon Insured Loss. If any one or all of the Tower are damaged or destroyed by fire, vandalism, or other casualty, this Agreement shall continue in full force and effect if Lessor repairs or restores the effected Tower within ninety (90) days of such fire or other casualty to the condition which Lessor furnished the same to Tenant on the Lease Commencement Date. In the event Lessor elects to not make such repairs, Lessor shall deliver written notice to Tenant of Lessor's election to not repair the effected Tower; and Tenant shall have the right to terminate this Agreement effective as of the date of the damage.

8.2 Condemnation. If any entire Tower or Tower Site, or a substantial portion thereof so as to render either unusable for its intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Agreement shall, at the option of either Lessor or Tenant, be terminated upon thirty (30) days prior written notice..

ARTICLE IX DEFAULT

9.1 Events of Tenant Default. All of the following shall be considered events of

Tenant's Default:

a. Tenant fails to perform any of the covenants or conditions herein contained on the part of Tenant, and such failure continues for thirty (30) days after written notice thereof is given to Tenant (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Tenant commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion); or

b. a receiver is appointed to take possession of all, or substantially all, of Tenant's assets, or Tenant makes an assignment for the benefit of creditors, or takes any action or suffers any action under any insolvency, bankruptcy, or reorganization act, or is otherwise insolvent.

9.2 Remedies Upon Events of Tenant Default. Upon the occurrence of any Tenant Default, Lessor shall be entitled to recover from Tenant all damages sustained by Lessor on account of the event of Tenant Default. In addition, Lessor may, upon the occurrence of an event of Tenant Default:

a. elect to terminate this Agreement; or

b. elect to treat this Agreement in full force and effect and remain entitled to collect charges payable by Tenant pursuant to this Agreement as such charges become due hereunder.

ARTICLE X

MEMORANDUM AND SUBORDINATION AGREEMENT

10.1 Memorandum of Lease. Tenant shall not file or record this Agreement without Lessor's prior written consent. Notwithstanding, Lessor agrees to execute a Memorandum of Lease in a form acceptable to Lessor at Tenant's request and expense. Tenant agrees to provide Lessor with a certified copy of any such Memorandum within five (5) business days following any recordation of such Memorandum.

10.2 Subordination Agreement. This Agreement and Tenant's rights hereunder are and shall be subject and subordinate to the lien, operation, and effect of any mortgages or other security instruments constituting a lien upon the Tower or Tower Site, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, whether the same shall be in existence as of the Lease Commencement Date, or created thereafter. Tenant's acknowledgment and agreement of subordination as provided for herein shall be self operative, and no further instrument of subordination shall be required; provided, however, Tenant agrees on request to execute and deliver such further instruments evidencing or confirming such subordination as may be requested from time to time by Lessor or

or Tower Site by or at Tenant's direction. In the event Lessor or Tenant receives notice that any lien will be filed or given, Tenant shall, within thirty (30) days after Tenant's receipt of such notice, cause the lien to be released or discharged by payment, deposit, or bond. Tenant shall indemnify Lessor from and against any losses, damages, costs, expenses, fees, or penalties suffered or incurred by Lessor on account of the filing of any such claim or lien.

11.6 Master or Ground Lease(s). In the event this Agreement is subject or subordinate to one or more master or ground leases, Tenant agrees to comply with the terms thereof to the extent applicable (directly or indirectly) to Tenant's use or occupation of the Tower or Tower Site; and Tenant shall not cause, or permit to occur, a default or breach of any such master or ground lease. This Agreement shall immediately terminate upon the termination or expiration of any such master or ground lease. Upon the termination of this Agreement due to the termination or expiration of any such master or ground lease, no further rights or obligations shall accrue on the part of Lessor or Tenant as a result of the termination of this Agreement (other than Tenant's obligation for rent and other charges due and owing through the date of termination). Lessor shall, upon Tenant's request, provide to Tenant copies of any such master or ground leases with confidential and financial information redacted.

11.7 Force Majeure. Neither party hereto shall be liable for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods or rising water, or by aircraft or vehicle damage. In the event that Lessor or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees or agents of Lessor or Tenant, as the case may be, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental actions or inactions (including, but not limited to, those related to zoning approvals, permits, or related appeals), laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay; and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

11.8 Entire Agreement/Amendment. This Agreement contains all covenants and agreements between Lessor and Tenant relating in any manner to the rent, Tenant's use and occupancy of the Tower and/or Tower Site, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the covenants and agreements of this Agreement shall not be altered, modified, or amended, except in writing signed by Lessor and Tenant.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first written above.

LESSOR: BUG TUSSEL WIRELESS, LLC

By: _____

_____ Its _____

Subscribed and sworn before me
this ____ day of _____, 20__.

Notary Public, _____ County, __
My Commission: _____

TENANT: _____

By: _____
_____, Its _____

Subscribed and sworn before me
this ____ day of _____, 20__.

Notary Public, _____, WI
My Commission: is permanent

The documents contained herein are for information only and are subject to change without notice.

EXHIBIT A”

TOWER AND TOWER SITE LOCATION AND SPECIFICATIONS

The documents contained herein are for information only and are subject to change without notice.

SCHEDULE "B"

TENANT EQUIPMENT FREQUENCIES AND OTHER SPECIFICATIONS –

The documents contained herein are for information only and are subject to change without notice.

EXHIBIT C

FEE SCHEDULE