

ATTACHMENT 2

ANTENNA SITE AGREEMENT

1. Premises and Use. XXXXXXXXXXXXXXXX., a Florida corporation ("Owner") leases to XXXXXXXXXXXXXXXX, a Florida limited liability company ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 20 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect communications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Owner will respond to Tenant's request for additional placement in a timely manner and authorization will not be unreasonably withheld. The placement of substitution equipment in accordance with Section 8 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants,

2. Term, The "Initial Term" of this Agreement shall be fifteen (15) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or XXXXXX, 200X.

3. Rent. Beginning on the Commencement Date rent will be paid in equal monthly installments of XXX and no/100 Dollars (\$XXX,00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 1.5% of the monthly rate in effect for the prior year. In addition to the above stated Rent, Tenant shall pay a one-time fee ("Fee") to Owner, in the amount of One Thousand and no/100 dollars (\$1,000.00), which shall be paid by Tenant to Owner with the first Rent payment due under this Antenna Site Agreement Owner and Tenant acknowledge and agree that the Fee reflects payments for services rendered by the Owner relative to the Tenant's installation of its facilities thereon. Consequently, this Fee is independent of and in addition to, and not in substitution or reduction of, all or any part of the Rent specified in such Antenna Site Agreement, or the fair market value of the Rent applicable to such site. If Owner, or one of its affiliates or subsidiaries, performs Tenant's Installation at Tenant's sole expense, the Fee will be waived. This Agreement shall be effective on the date last executed by the parties.

4. Title and Quiet Possession. Owner represents and agrees (a) that It is in possession of the Site as fee owner ("Owner"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the ground

lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the ground lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the ground lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sale expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the ground lease, unless Owner's rights under the ground lease have been terminated.

5. Assignment/Subletting. Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

6. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (Including the continued operations of Tenant's communications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

7. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant:

Owner:

8. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer.

The approved plans will be deemed incorporated into this Agreement All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenants Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct there from any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will) cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

9. Prohibited Uses. Licensee agrees not to use or permit the use of the Licensed Premises for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building or Property. In particular (but without limiting the foregoing), no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Building or Property by Licensee or its agents, employees, guests, invitees, contractors, subcontractors, or representatives and no such materials will be used in any of Licensee's Communications Equipment (except for Licensee's battery system, if any, which will be handled by and will be the sole responsibility of Licensee). Licensee shall not suffer or permit any other entity to connect to the Communications Equipment or to install offshoots or coupling thereto without the prior written consent of Licensor which may be withheld at Licensor's sole and absolute discretion.

10. Compliance with laws. Tenant agrees to take the Site in strictly as-is condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all

applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radiofrequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC, Owner agrees that Tenant may install, at Tenant's sale cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. Insurance. Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy.

12. Interference. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the

interference. If interference cannot be corrected within thirty (30) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (30) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site. Owner will not allow any new Tenant to place equipment on the Tower that will operate in the same frequencies as those that have previously been submitted by another Tenant without first advising the current Tenant and taking all effective measures to insure no interference will occur. Owner acknowledges that Tenant's business is contingent on effective and consist services to its customers and Owner will act accordingly in matters related to future Tenants and/or placement of equipment on or around the Tower site.

13. Utilities. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting there from.

14. Relocation Right. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the communications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant In the manner set forth above. Tenants' disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any

easements required from any third party to operate the communications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will Pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the nonmonetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand 18. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and for occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

18. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

19. Liens. Tenant will not permit any mechanics, material man's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

20. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time. 22. Confidentiality, Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying ground lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

21. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties - and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise *any* right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities

which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation; and (i) Ownership of Equipment The parties hereby acknowledge and agree that the Equipment (not including any electrical service installed at the Site by Tenant) shall be deemed to be the Tenant's personal property for the purposes of this Agreement, whether or not so deemed under applicable law, and shall remain Tenant's personal property notwithstanding the fact that it may be affixed or attached to the Site, and that the Equipment shall, during the Term and upon termination or expiration thereof, belong to and be removable by Tenant, except that Owner retains any and all lien rights that it may now or hereunder have, statutory or otherwise, concerning Tenant's Equipment, and that Owner may exercise such lien rights in the event of default by Tenant hereunder, provided, however, Owner hereby subordinates any such lien rights to any mortgages, loans or other security instruments of the Licensee. The Addendum and the following Exhibits are attached to and made a part of this Agreement:

22. This Agreement is not an offer and shall not be binding until executed and delivered by both parties.

23. Events of Breach/Remedies.

(a) The following events, and no others, shall be deemed to be events of breach by Licensee under this Agreement: (i) Licensee shall fail to pay, in whole or in part, the Fees when due hereunder, and such failure shall continue for a period of ten (10) days after written notice of such breach is delivered to Licensee; (ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material and such failure shall continue for a period of thirty (30) days after written notice of such breach is delivered to Licensee, provided, however, if such condition cannot reasonably be cured within such thirty (30) day period, it instead shall be an event of breach if Licensee shall fail to commence to cure such condition within such thirty (30) day period, shall thereafter fail to prosecute such action diligently and continuously to completion, and/or shall thereafter fail to cure such condition in a period of forty-five (45) days after written notice of such breach is delivered to Licensee; (iii) the License shall be taken on execution or other process of law in any action against Licensee; (iv) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Licensor that it anticipates either condition; (v) Licensee takes any action to, or notifies Licensor that Licensee intends to, file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof; or a petition shall be filed against Licensee under any such statute and not dismissed within sixty (60) days; or Licensee notifies Licensor that it knows such a petition will be filed; or Licensee notifies Licensor that it expects such a petition to be filed (but such events shall constitute an event of breach under this Agreement only to the extent permitted by law); or (vi) a receiver or trustee shall be appointed for all or part of Licensee's license interest in the Licensed Premises or for all or a substantial part of the assets of Licensee.

(b) Upon the occurrence of any event or events of breach by Licensee, Licensor shall have the option to pursue any remedies available to it under this Agreement or otherwise at law or in equity without any additional notices to Licensee (except for the notice expressly required.) Licensor's remedies shall include but not be limited to the following: (i) revoking this License in which event Licensee shall immediately surrender the Licensed Premises to Licensor, and/or (ii) entering upon the Licensed Premises and doing

whatever Licensee is obligated to do under the terms of this Agreement. Licensee agrees to reimburse Licensor on demand for any expenses, which Licensor may reasonably incur in effecting compliance with Licensee's obligations under this Agreement (including without limitation reasonable attorneys fees). Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from exercising any remedy permitted herein.

(c) Licensor shall be in breach of this Agreement if Licensor fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after Licensee gives Licensor written notice describing the breach in reasonable detail (provided that if such failure cannot reasonably be cured within thirty (30) days, Licensor shall be in breach of this Agreement only if Licensor fails to commence to cure such breach within thirty (30) days after notice from Licensee or, having commenced the curative action within thirty (30) days, fails to diligently pursue the same). Except to the extent the same have been waived by Licensee under this Agreement, Licensee shall be entitled to pursue any and all applicable remedies provided by the law of the state in which the Tower is located in connection with a breach by Licensor hereunder.

24. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

25. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Tower is located.

Exhibit "A" (Site Description),

Exhibit "B" (Antenna and Equipment List)

Exhibit "C" (Memorandum of Antenna Site Agreement)

Exhibit "D" (Minimum Installation, Occupancy)