

ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement (“**Agreement**”) is entered into on this ___ day of _____, 202__ (the “**Effective Date**”), by and between Diamond _____ LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as “**Diamond**”), a Delaware limited liability company, and _____, having its principal office at _____ (hereinafter referred to as “**Landlord**”), a _____.

WHEREAS, the term “**Premises**” as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as _____, located at _____, in the City of _____, County of _____, State of Nebraska, together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE:**

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as “**Licensees**”) installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts are hereinafter defined and referred to collectively as the “**System(s)**”.

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond’s Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5” X 3.75” and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the “**Approvals**”). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be

at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

2. **TECHNICAL:**

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord's option and at Diamond's sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and Exhibit B of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on Exhibit C attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems or any existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**")

within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s) effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service, if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE:**

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord.

4. **QUIET ENJOYMENT:** Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER,

EXPRESS OR IMPLIED,” other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **INTENTIONALLY DELETED.**

7. **ACCESS:** Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number _____ or via email at _____. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP:** Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY:** Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE:** Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS:** In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE:** Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

13. **CASUALTY & CONDEMNATION:**

(a) In the event of any damage to or destruction of or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the

date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. **DEFAULT AND TERMINATION:** Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of the Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B.

15. **COMPENSATION:** During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement.

16. **TAXES.** Landlord, a governmental entity, is generally exempt from taxation and shall be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems

are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of the Premises.

17. **TERM:**

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

18. **AUTHORITY:** By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

19. **INTEGRATED AGREEMENT:** This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS:** Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY:** The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE:** To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this

Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES.** Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space on the Tower Facilities and within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **SURVIVORSHIP:** This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. **INTENTIONALLY DELETED.**

26. **ESTOPPELS.** Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **RECORDATION:** Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as Exhibit E with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **HAZARDOUS SUBSTANCE:**

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES:** All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

If to Diamond, to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Legal Department

With a copy to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER.** If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition within sixty (60) days and shall continue to pay compensation as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be

deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt.

36. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the state in which the Premises is situated.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

[_____]

DIAMOND:

Diamond _____ LLC

Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

Draft Only – Not for Signature

Name: Michael G. Brett

Title: CFO

Date: _____

EXHIBIT A

PREMISES

FOR REFERENCE ONLY

EXHIBIT B

COMPENSATION

TO BE COMPLETED

FOR REFERENCE ONLY

EXHIBIT C

Formula for Electrical Consumption Reimbursement

FOR REFERENCE ONLY

EXHIBIT D

FORM OF LANDLORD APPROVAL FORM

FOR REFERENCE ONLY

EXHIBIT E

FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

After recording, return to:
Legal Department
Diamond _____ LLC
120 Mountain Avenue
Springfield, New Jersey 07081

Site Name:

Memorandum of Antenna Site Lease Agreement

This memorandum evidences that a lease (“Lease”) was made and entered into by written Antenna Site Lease Agreement dated _____, 20__, between _____ (“Landlord”) and DIAMOND _____ LLC (“Diamond”), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the “Premises”) described in Exhibit A attached hereto and located at _____, City of _____, County of _____, State of Nebraska. The term of the Lease is for five (5) years commencing on _____, 20__, which term is subject to five (5) additional five (5) year extension periods.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LANDLORD:

[_____]

Exhibit Only – Not for Signature

DIAMOND:

DIAMOND _____ LLC

Exhibit Only – Not for Signature

* Final Memorandum will have appropriate state notary blocks.

FOR REFERENCE ONLY