

Market:
Cell Site Number:
Cell Site Name:
Fixed Asset Number:

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Borough of Ringwood ("**Landlord**") with an address of 60 Margaret King Avenue, Ringwood, NJ 07456 and _____ ("**Tenant**"), having a mailing address of _____.

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, located at 35 Cannici Drive, Ringwood, NJ, 07456, County of Passaic and State of New Jersey (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a certain portion of the Property consisting of:

(i) (a) approximately [Insert Sq Ft] square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility(as defined below) together with space for any structural steel or other improvements to support Tenant's equipment (collectively, the "**Ground Space**");

(b) that certain space on the Tower at the height of _____ feet above ground level, generally depicted on Exhibit 1 attached hereto and made a part hereof where Tenant shall have the right to install its antennas and other equipment as set forth herein (the "**Antenna Space**") which shall consist of an envelope of ten (10) contiguous vertical feet of space within which all of Tenant's tower-mounted communication equipment and improvements shall be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 10-foot vertical envelope. The location of the Primary RAD Space is identified in **Exhibit 1**; and

(c) (iii) non-exclusive rights of ingress, egress and access to those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Ground Space and the Antenna Space and between the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"), in the locations specified on **Exhibit 1**, or, if not so specified, in the locations approved by Landlord in writing. Landlord agrees that Tenant shall have the non-exclusive right to install connections between Tenant's equipment in the Ground Space and Antenna Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements, in the locations approved by Landlord in writing. The Ground Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. PERMITTED USE.

(a) Subject to the requirements herein, Tenant shall have the right to use the Premises only for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of the communication fixtures and related equipment, cables, accessories and improvements, which shall be limited to associated antennas, an equipment shelter or cabinets, together with equipment necessary to be in compliance with any current or future federal, state, or local mandated application, including, without limitation, emergency 911 communication services and fencing and any other items

Landlord Site Number: _____
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necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**", and the use thereof and for no other purpose as well as the right to test, survey and review title on the Property as set forth in Section 5 (the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's Property contiguous, adjoining or surrounding the Premises as may reasonably be required and be available during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant shall install, maintain, and operate within the Premises only the equipment set forth on **Exhibit 2** ("**Current Loading**"). Tenant shall provide notice to Landlord prior to commencing any work on the Tower (including any additions, modifications, replacements, repairs or exchanges of equipment) together with a detailed description of the work to be performed, and shall not commence work on the Tower without first receiving a notice to proceed (hereinafter "**Notice to Proceed**") from Landlord. Landlord will use commercially reasonable efforts to issue a Notice to Proceed to Tenant within four (4) business days following the receipt and approval by Landlord of a collocation application, certificate of insurance and any other permits, approvals, documents, drawings and other materials that may be reasonably requested by Landlord.

(b) Modifications, Alterations or Amendments to Equipment on the Tower. Tenant shall install, maintain, and operate within the Antenna Space and the Connection Space only the specific items of the Communications Facility set forth on Exhibit 2. In the event Tenant desires to alter, replace, modify or exchange any of the equipment from that set forth on Exhibit 2 within the Antenna Space or the Connection Space, or install any additional equipment within the Antenna Space or the Connection Space, Tenant shall submit an application to Landlord detailing the specific equipment that will be changed, altered, modified, replaced or added. Landlord shall have the right to request Tenant complete a tower loading study performed and certified by an independent licensed professional engineer selected and approved by Landlord. In the event Tenant desires to install additional equipment, change or alter any equipment, or any other item set forth on the Exhibit 2, Tenant shall request the consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that Landlord may charge additional rent for such additional, equipment that increase in wind loading (such equipment being the "**Proposed Equipment**"). Notwithstanding the foregoing if the Proposed Equipment will not materially increase the Current Loading on the Tower, no additional rent charge shall be due. In the event consent to install additional equipment is granted, the parties shall negotiate the appropriate increase in rent and such modification shall be agreed to in writing in a separate amendment to this Agreement, executed by both parties hereto.

(c) Modifications, Alterations or Amendments to equipment within the Ground Space. Tenant shall also have the right to install, maintain, modify, repair and/or replace equipment within Tenant's equipment building or within the Ground Space. ~~Tenant shall request the consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. —at Tenant's sole and absolute discretion and without the consent or approval of Landlord. Nothing herein shall limit, prohibit, or prevent Tenant from installing, upgrading, or changing the equipment located on the Ground Space or within Tenant's shelter at any time without the consent of Landlord. Provided that the modifications, alterations, or amendments to the equipment within the Ground Space do not increase the size of the Ground Space, provided Tenant complies with all non-interference provisions contained herein, no additional rent charge shall be due.~~

(d) Upon completion of installation of any equipment on the Tower, Landlord will have the right to inspect and reasonably approve all installation work to verify that such equipment was installed on the Tower pursuant to the plans approved by Landlord. Landlord reserves the right to prohibit operation of any equipment improperly installed, unsafe or not included in the plans approved by Landlord (except for equipment installed

within the Equipment Space). Notwithstanding the foregoing, in the event of an emergency, Tenant shall have the right to change, alter, modify, amend or replace equipment on the Tower provided that (1) Tenant provides telephonic notice to Landlord prior to the commencement of any such work on the Tower, (2) any such changed, altered, modified, amended or additional equipment installed on the Tower is subject to the payment of additional rent if such additional equipment exceeds the Current Loading (as defined herein), and (3) Landlord shall have the right to inspect and reasonably approve the installation of such changed, altered, modified, amended or additional equipment installed on the Tower.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on April 1, 2024. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) Provided Tenant is not in default Agreement will automatically renew for one additional five (5) year term (such additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, neither Landlord nor Tenant has given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term, increased as set forth below. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement, except that Rent for the Holdover Term shall be One Hundred Twenty-Five Percent (125%) of the then current Rent.

(d) The Initial Term, any Extension Terms, any Annual Terms, and the Holdover Term are collectively referred to as the Term (the “**Term**”).

4. RENT.

(a) Commencing on the **Commencement Date**), Tenant will pay Landlord on or before _____ and each anniversary thereafter of the Commencement Date, in the amount of _____ (\$.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ~~forty-fivethirty~~ (3045) days after the Rent Commencement Date.

(b) The Rent shall increase each year, on the anniversary of the Commencement Date throughout the Term of this Agreement, by an amount equal to three percent (3%) over the Rent payable for the immediately preceding year. In the event Tenant fails to pay Rent within thirty (30) days after it becomes due and payable and after Landlord has provided Tenant with written notice and Tenant has not commenced to cure, the Tenant shall be assessed a late fee of ten (10%) percent, payable on the first day of the following month as additional Rent.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within eighteen (18) months from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

4. APPROVALS.

(a) Tenant shall have the right and the obligation to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals, at no cost to Landlord.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at Tenant’s sole cost and expense.

5. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods; or

(b) by Tenant upon thirty (30) days’ prior written notice to Landlord, if Tenant is unable to obtain, or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility, through no fault, action or inaction of Tenant, provided Tenant uses best efforts to obtain or maintain any such approval, license or permit; or

(c) by Tenant, upon written notice to Landlord if there exists a title defect or encumbrance that materially interferes or prohibits the operation of the Communication Facility by Tenant and the same cannot be rectified, insured over, or remedied by Landlord; or

(d) following the expiration of the Initial Term, upon 90 days’ prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months’ Rent, at the rate set forth herein, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under the following: Sections ~~45~~ Approvals, ~~56~~(a) Termination, ~~56~~(b) Termination, ~~56~~(c) Termination, ~~78~~ Interference, ~~101~~(d) Environmental, ~~178~~ Condemnation, ~~189~~ Casualty or ~~214~~ (~~n~~) Severability of this Agreement.

6. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers’ compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant’s CGL insurance shall contain a provision including Landlord as an additional insured by endorsement with respect to this Agreement. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents, or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant’s indemnification obligation under this Agreement, if any.

7. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not cause “material interference” (as defined below) with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as those existing radio frequency user(s) operate and continue to operate within their

respective frequencies and in accordance with all applicable laws and regulations. In addition to the foregoing, Tenant shall not unreasonably disturb, obstruct, interfere or otherwise impair the business operations of Landlord and ~~Landlord's and~~ Landlord's tenants, guests, lessees, licensees and invitees on the Property; in the event it does, Tenant will take all commercially reasonable steps necessary to begin to correct such interference within five (5) days after receipt of notice of such interference from Landlord, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. Tenant acknowledges that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore.

(b) Landlord will not grant, after the date of this Agreement, a lease, license, or any other right to any third party for use of the Property, if such use may in any way cause "interference" (as defined below) that would adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(c) Landlord will not and will not permit any future tenants or licensees to use any portion of the Property in any way which causes interference with the operation of the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement, after the date Tenant installs its Equipment. The term 'material interference' shall mean (a) a condition existing which constitutes "interference" pursuant to the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (b) there exists a discernible impairment of the quality of either the sound, data, or picture transmissions of Tenant, or any other lessee or licensee operating at the Property in a material portion of their broadcast or reception coverage area as such area is or may be permitted by the FCC compared to that which was obtained prior to the commencement of operations, or change or alteration thereof, as the case may be. If such material interference is shown to exist, Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of such interference from Tenant, as supported by any reasonable reports or tests as may be requested by Landlord. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) Interference may include, but is not limited to, any use on the Property that causes physical obstruction with the communications from the Communication Facility.

8. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including **but not limited to** reasonable attorneys' fees and court costs **and claims by cotenants**) arising directly or indirectly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party, such consent not to be unreasonably withheld, conditioned or delayed; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

9. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the interest of Landlord in the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default, beyond applicable notice and cure periods, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if Landlord's interest in the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use commercially reasonable efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement. At Landlord's option, this Agreement shall be subordinate to any deed or trust or mortgage (collectively "**Mortgage**") by Landlord which from time to time may encumber all or part of the Premises; provided, however, every such mortgagee shall recognize the validity of this Agreement and Tenant's rights hereunder in the event of a foreclosure of Landlord's interest as long as Tenant is not in default hereunder. In connection with the foregoing, Tenant shall execute such customary subordination, non-disturbance and attornment agreement.

10. ENVIRONMENTAL.

(a) Landlord represents and warrants that to the best of Landlord's knowledge, without a duty to investigate, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation. Landlord and Tenant agree that each will be responsible for their respective compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section ~~10~~(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless, indemnify and defend Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant or any of its employees, invitees, agents, contractors, subcontractors or representatives.

(c) The indemnifications of this Section ~~10~~ specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole but reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant reasonably believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant shall provide written notice to Landlord of such hazardous substances on the Property. In the event Landlord does not mitigate such hazardous substances within sixty (60) days of receipt of written notice from Tenant, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

11. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a non-exclusive easement for such Access and Landlord agrees to provide to Tenant such codes, keys, and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. The location of any required non-exclusive easement by the local servicing utility provider shall be subject to Landlord's prior written approval.

12. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term, and shall be removed by Tenant upon the termination of this Agreement or the expiration of the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or within One Hundred and Twenty (120) Days after the Term. Within one hundred and twenty (120) days following the expiration of the Term or earlier termination of this Agreement, Tenant will remove all of Tenant's Communications Facility and all improvements installed by Tenant and Tenant will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel any foundations or underground utilities under three feet (3') below grade. During such removal period, Tenant shall perform all obligations under this Agreement, including without limitation, pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of Tenant's improvements, including fixtures and all personal property are completed. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and at Tenant's reasonable expense, without any obligation on the part of Landlord to account to Tenant for any proceeds therefrom. Tenant shall reimburse Landlord for any actual and reasonable expense incurred in restoring the Premises should Tenant fail to restore the Premises as provided herein.

13. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Property where Tenant does not have exclusive control, tenantable condition, subject to reasonable wear and

tear and damage from the elements, except for any damage thereto caused by Tenant, its agents, contractors, invitees or employees. Landlord shall maintain the Tower's structural integrity at all times.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In connection with the foregoing, Tenant shall endeavor to install its own separate meter. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to an eighteen (18) month period. If Tenant submeters electricity from Landlord, Landlord shall use commercially reasonable efforts to provide Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption, provided however, the location of such temporary power source shall be subject to Landlord's prior written approval. Landlord will not be responsible for interference with, interruption of or failure of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. If required, Landlord hereby agrees to grants to any utility company providing utility services to Tenant a non-exclusive easement over the Property owned or controlled by Landlord, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises, provided however, such services shall be at no cost or expense of Landlord and the location of any such easement or any other agreement required by the appropriate utility or other party for such easement shall be subject to Landlord's prior written approval. Upon Tenant's or a utility company's request, Landlord will execute a separate, mutually acceptable, recordable easement evidencing this grant in a form reasonably acceptable to Landlord, at no cost to Tenant or the public utility.

14. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) except as otherwise provided in this Agreement, Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure, provided, however that no such failure under this Section 14(a)(ii) will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. A delay in curing a default will be excused if due to a force majeure event as set forth in Section 24(v) herein. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity,

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises caused by Landlord, or to cure material interference as set forth in this Agreement within forty-eight (48) hours as provided for in Paragraph 8 hereof; or (ii) Landlord's failure to perform any term, condition, or material breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to a force majeure event ~~as set forth in Section 24(v)~~. If Landlord remains in default beyond any applicable notice

and cure period, Tenant will have the right to exercise any and all rights and remedies available to it under applicable law and equity including termination without penalty.

15. ASSIGNMENT/SUBLEASE. Tenant may assign this Agreement only with Landlord's prior written consent which shall not unreasonably be withheld, conditioned, or delayed; provided, however, Tenant has the right to assign, sell or transfer its interest in whole under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. In the event of a permitted assignment hereunder, Tenant shall be relieved of any of its obligations under this Agreement arising on or after the effective date of such permitted assignment, provided that any permitted assignee shall expressly assume, and become bound by, all of Tenant's obligations under this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred with the written consent of Landlord, which such consent shall not be unreasonably withheld, delayed, or conditioned. Tenant shall not sublease, sublicense or grant the right of use of all or any part of the Premises to any other party without the consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, provided Landlord's consent shall not be required for any use of the Premises to provide FirstNet services. Landlord may freely assign, sell, or transfer its interest under this Agreement at any time with written notice to Tenant, provided said assignee will assume, recognize and also become responsible to Tenant for the performance of all of the terms and conditions to be performed by such party under this Agreement. Upon notification to Tenant of such assignment, transfer or sale, Landlord will be relieved of all future performance, liabilities, and obligations under this Agreement except for any existing liabilities that survive the expiration or termination of this Agreement that are a result of the action or inaction of Landlord. In addition, Tenant shall provide Landlord with a commercially reasonable estoppel certificate or other similar certificate/agreement within twenty (20) business days of request. This Agreement shall be binding upon the successors and permitted assigns of both parties.

16. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier and sent by overnight delivery, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant:

With a copy to:

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice, and the failure to make such delivery shall not be deemed a failure to provide notice as required under this Agreement.

If to Landlord: Borough Manager
 Borough of Ringwood,
 60 Margaret King Avenue,
 Ringwood, New Jersey 07456

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide, or otherwise transfer all or any part of the Premises, or all or any part of the Property to a purchaser other than Tenant, Landlord shall notify Tenant in writing of such sale, and such sale, subdivision or transfer shall be

subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer, or sale of the Property, within thirty (30) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall continue to make payments under this Agreement to Landlord.

- i. Bill of Sale, Assignment of Lease or other Instrument of Transfer
- ii. New IRS Form W-9
- iii. Completed and Signed ~~Tenant-AT&T~~ Payment Direction Form
- iv. Full contact information for new Landlord including phone number(s)

17. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within five (5) days. If a condemning authority takes all or any portion of the Property, either party shall have the right to terminate this Agreement upon the date title transfers to the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

18. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within seventy-two (72) hours following the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm not caused by Tenant, its agents, employees, independent contractors, or invitees, as to render the Premises unusable by Tenant, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Each party shall have the right to collect all insurance proceeds payable to such party on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If this Agreement is not terminated by either Tenant or Landlord, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, provided that Tenant continues the payment of Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional cost other than the payment of Rent until the reconstruction of the Premises and/or the Communication Facility is completed, provided Landlord has the space necessary for the placement of such temporary facility and the same does not interfere with the construction or repair of the Premises. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within ninety (90) days after the casualty or other harm. If Landlord elects to rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm, Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property, in which case Tenant shall continue to pay Rent as provided herein.

19. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided Tenant complies with its removal obligations as set forth in Section 13 herein.

20. TAXES / LIENS.

(a) Landlord represents that it is a municipal corporation and is exempt from the payment of real property taxes. Notwithstanding the foregoing, Tenant shall be responsible for (a) any real property, personal property or other taxes and assessments attributable to and/or levied upon Tenant's leasehold improvements on the Premises, (b) any real property taxes levied on the Property which are directly attributable to the presence or installation of the Communication Facility and (c) all sales, use, license, value added, documentary, stamp, gross

receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or permitted sublease by Tenant.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises or are directly attributable to the presence or installation of the Communication Facility, Landlord shall provide Tenant with copies of each such notice immediately upon receipt but in no event later than ninety (90) days after the date of such notice or assessment. If Landlord provides a notice of assessment to Tenant and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord and Tenant shall pay such amount within thirty (30) days of receipt of an invoice from Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than ninety (90) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate, or other proceedings as may be appropriate in the jurisdiction and pay same under protest, or take such other steps as Tenant may deem appropriate, provided however, Landlord is not prejudiced in any manner. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) INTENTIONALLY OMITTED.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

21. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 214b**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in

its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon thirty (30) business days' prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum or Short Form of Lease. Upon the expiration or early termination of this Agreement, Tenant, at its sole cost and expense, shall promptly execute and record such documents reasonably required to terminate the Agreement and any memoranda or other documents filed with the land records related thereto. Any obligation not performed by Tenant as set forth herein shall survive termination of this Agreement.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state, and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communications Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership interest and use of the Property and any improvements on the Property owned by Landlord.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and permitted assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Forum Selection:** Any legal action or proceeding with respect to this lease or any other dispute between the parties must be brought and determined in the Superior Court of New Jersey, Passaic County, exclusive of any choice of law principle.

(i) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(j) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of _____ using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(k) **Survival.** The provisions of this lease relating to indemnification from one party to the other party shall survive any transfer, termination or expiration of this lease. Any provision of this lease which requires performance subsequent to termination or expiration of the lease shall also survive such termination or expiration.

(l) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(m) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the legal execution, acknowledgment, and delivery hereof by Landlord and Tenant.

(n) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or otherwise unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent, and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

(o) **Counterparts.** This Agreement may be executed in two (2) 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. All parties need not sign the same counterpart. Each of the parties agree that this Agreement may be signed digitally and that a scanned signature shall be deemed an original.

(p) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(q) **Further Acts.** Upon request, either party will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as the other party request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

(r) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement or in connection with any fees charged by Landlord as a municipal entity, (i) all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost and (ii) no unilateral fees or additional costs or expenses are to be applied by either party to the other party for any task or service related to review of plans, consents, or the provision of documents or other communications between the parties.

(s) **Notice to Bidders.** All provisions of the published Notice to Bidders are incorporated herein by reference where applicable.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

_____, 20____

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

Borough of Ringwood, NJ

By: _____

Print Name: _____

Its: [Insert Title]_____

Date: [Insert Date]_____

TENANT:

By:

Its:

By: _____

Print Name:

Title:

Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF NEW ~~JERSEY~~~~YORK~~

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

LANDLORD ACKNOWLEDGMENT

STATE OF NEW ~~JERSEY~~~~YORK~~

COUNTY OF _____

1. Individual or Representative Capacity:

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

Its:

My Commission Expires: _____

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

Date: _____, 20____

EXHIBIT 1
DESCRIPTION OF PREMISES
Page 1 of 2

Landlord Site Number: _____
Landlord Site Name: _____

EXHIBIT 1
DESCRIPTION OF PREMISES
Page 2 of 2

Landlord Site Number: _____
Landlord Site Name: _____

EXHIBIT 2
DESCRIPTION OF CURRENT LOADING

Landlord Site Number: _____
Landlord Site Name: _____

EXHIBIT 2
DESCRIPTION OF CURRENT LOADING (Cont.)

Landlord Site Number: _____
Landlord Site Name: _____

**SCHEDULE 2(B)
CALCULATION OF WIND LOAD SURFACE AREA**

Wind Load Surface Calculations

The term “**Wind Load Surface Area**” shall mean the total number amount of square inches of each item of equipment, including the mount measured by the greatest width and greatest height of such item, regardless of the position, placement, or location of such item of equipment on the Tower or whether such item is shielded from the impact of wind by any other item of equipment. An example is set forth below.

Item	Manufacturer	Model of Item	Height of Item (in)	Width of Item (in)	Number of Items	Aggregate Wind Load Surface Area of Items (in ²)
Antenna						
RRUS						
RRUS						
RRUS						
Surge Protector						
Mount						
		TOTAL				

EXHIBIT 11
ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 214b
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

Landlord Site Number: _____
Landlord Site Name: _____

MEMORANDUM OF LEASE

Return to:

_____ ~~New Cingular Wireless PCS, LLC~~

~~Attn: Network Real Estate Administration
Cell Site Number: NYNYNJ0405; Cell Site Name: Ringwood (NY)
Fixed Asset #: 10073381
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, Georgia 30319
Attn: AT&T Network Real Estate Administration~~

State: _____
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 202~~5~~⁴, by and between [_____] ("**Landlord**") with an address of [_____] (hereinafter called "**Landlord**"), and _____, having a mailing address of _____ ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Lease Agreement ("**Agreement**") on the ____ day of _____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on April 1, 2024, with one (1) successive automatic five (5) year option to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement

Landlord Site Number: _____
Landlord Site Name: _____

shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

Borough of Ringwood

By: _____

Print Name: _____

Its: _____

Date: _____, 20__

TENANT:

By: _____

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____, 20__

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE

Landlord Site Number: _____

Landlord Site Name: _____

TENANT ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2025, by _____, the _____ of _____, the Manager of _____.

Such person is
 personally known to me or;
 has produced _____ as identification

Official Signature of Notary

Notary's printed or typed name: _____
My Commission Number: _____

OFFICIAL SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2025, by _____, the _____ of [_____].

Such person is
 personally known to me or;
 has produced _____ as identification

Official Signature of Notary

Notary's printed or typed name: _____
My Commission Number: _____

OFFICIAL SEAL

EXHIBIT 1
DESCRIPTION OF PREMISES
Page 1 of 2

Landlord Site Number: _____
Landlord Site Name: _____