

**Site Occupancy Agreement**

THIS SITE OCCUPANCY AGREEMENT (this “**SOA**”) is made as of the Effective Date (defined below) between Agile Network Builders LLC, an Ohio limited liability company (the “**Program Manager**”), and \_\_\_\_\_, a \_\_\_\_\_ (the “**Co-Locator**”). This SOA is executed in furtherance of and accordance with the Program Manager’s agreement with the Commonwealth of Pennsylvania (the “**Commonwealth**”) for the Commonwealth’s Wireless Infrastructure Program (the “**Master Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Site. The Commonwealth owns certain buildings, facilities, land, non-limited access rights of way, structures, and towers (the “**Assets**”) throughout Pennsylvania. Under the Master Agreement, the Program Manager is authorized to enter into SOAs to place equipment for use for wireless transmission, licensed or unlicensed, terrestrial or satellite, including commercial mobile, private mobile, and broadcast, as well as fixed wireless service such as microwave backhaul for fixed broadband on these Assets. Subject to the provisions of Paragraph 2 below (the “**Effective Date/Due Diligence Period**”), the Program Manager hereby agrees enter into an SOA with the Co-Locator and the Co-Locator enters into this SOA with the Program Manager to place equipment on the Asset(s) located in the Municipality(ies) of \_\_\_\_\_, County(ies) of \_\_\_\_\_, Commonwealth of Pennsylvania, commonly known as \_\_\_\_\_ (Site Address) (APN: \_\_\_\_\_) and as more particularly described in Exhibit A attached hereto. All Assets contemplated herein and referred to on Exhibit A shall be collectively referred to as the “**Occupied Locations**.” The Occupied Locations and the space adjacent to and/or on the Occupied Locations and all access and utility easements subject to the Master Agreement shall collectively be referred to as the “**Site**,” as may be described generally in Exhibit B attached hereto.

2. Effective Date/Due Diligence Period. This SOA shall be effective on the date of full execution hereof (the “**Effective Date**”). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below (the “**Due Diligence Period**”), the Co-Locator shall only be permitted to enter the Site for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, the “**Investigations and Tests**”) that the Co-Locator may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Site, subject to any site specific limitations imposed by the Commonwealth limiting the time and/or manner of access. In the event that the Co-Locator determines, during the Due Diligence Period, that any or all of the Occupied Locations are not appropriate for the Co-Locator’s intended use, or if for any other reason, or no reason, the Co-Locator decides not to commence its agreement to place equipment on the Occupied Locations, then the Co-Locator shall have the right to terminate this SOA without penalty upon written notice to the Program Manager at any time during the Due Diligence Period and prior to the Term Commencement Date. The Program Manager and the Co-Locator expressly acknowledge and agree that the Co-Locator’s access to the Site during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that the Co-Locator shall not be considered an owner or operator of any portion of the Occupied Locations, and shall have no ownership or control of any portion of the Site (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date. Further, the Co-Locator must comply with any site-specific limitations imposed by the Commonwealth limiting the time and/or manner of access to the Site communicated to the Co-Locator in writing either by the Program Manager or the Commonwealth directly.

3. Use. The Site may be used by the Co-Locator for any activity in connection with the provisions of communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. The Program Manager agrees, at no expense to the Program Manager, to cooperate with the Co-Locator, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for the Co-Locator’s intended use of the Site. The Co-Locator must comply with any site-specific limitations imposed by the Commonwealth as described in Exhibit C attached hereto.

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4. Term. The term of this SOA shall commence upon the date the Co-Locator begins construction of the Co-Locator Facilities (as defined in Paragraph 6 below) or ninety (90) days following the Effective Date, whichever first occurs (the "**Term Commencement Date**") and shall terminate on the tenth anniversary of the Term Commencement Date (the "**Term**") unless otherwise terminated as provided herein. The Co-Locator shall have the right to extend the Term for five (5) successive five (5) year periods (the "**Renewal Terms**") on the same terms and conditions as set forth herein; provided however, that the Payment (as defined below) for the fourth and fifth Renewal Terms shall to be negotiated by the parties at fair market value prior to the commencement thereof. This SOA shall automatically be extended for each successive Renewal Term unless the Co-Locator notifies the Program Manager of its intention not to renew at least one hundred eighty (180) days prior to commencement of the succeeding Renewal Term. Should the Master Agreement expire or terminate in advance of the expiration or termination of this SOA, the Program Manager shall assign this Agreement (for the remaining Term) to the Commonwealth or to any entity that the Commonwealth contracts with to manage the Occupied Locations for the Commonwealth (or to another other entity as directed by the Commonwealth).

5. Payment.

5.1 Basic Annual Payment. Within fifteen (15) business days following the Term Commencement Date and on the first day of each calendar month thereafter, the Co-Locator shall pay to the Program Manager \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) as consideration for the Occupied Locations and \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) for \_\_\_\_\_ per month (collectively, the "**Payment**"). The total monthly Payment for this SOA shall be \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00). Payment for any fractional month at the beginning or at the end of the Term or Renewal Term, as applicable, shall be prorated. Payment shall be payable to the Program Manager at 213 Market Avenue N, Suite 310, Canton, Ohio 44702; Attention: Accounting.

5.2 Fee Adjustment. The Basic Annual Payment for each Occupied Location shall be increased on the first anniversary of the Term Commencement Date and every anniversary thereafter by \_\_\_\_ (\_\_\_%) percent. Such percentage increase shall continue only until the end of the third Renewal Term, if exercised. Increases for the fourth and fifth Renewal Terms, if exercised, shall to be negotiated by the parties at fair market value prior to the commencement thereof. The Program Manager's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and the Co-Locator shall be obligated to remit any and all increases notwithstanding any lack of notice or demand thereof.

6. Improvements.

6.1 The Co-Locator has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Site radio communications facilities, including but not limited to utility lines, transmission lines, ice bridge(s), an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore (the "**Co-Locator Facilities**"), which have been expressly approved by the Program Manager. In connection therewith, the Co-Locator has the right to do all work necessary to prepare, add, maintain and alter the Site for the Co-Locator 's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers which have been expressly approved by the Program Manager to the Occupied Locations. All of the Co-Locator's construction and installation work shall be performed at the Co-Locator's sole cost and expense and in a good and workmanlike manner. The Co-Locator has the right to remove the Co-Locator Facilities at its sole expense on or before the expiration or earlier termination of this SOA, and the Co-Locator shall repair any damage to the Site caused by such removal. Upon the expiration or earlier termination of this SOA, the Co-Locator shall remove the Co-Locator Facilities from the Site.

6.2 Prior to the commencement of any work on the Site by or for the benefit of the Co-Locator, the Program Manager shall perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at any Occupied Location for the installation or modification of approved equipment and/or additional equipment by the Co-Locator. The Co-Locator agrees to remit payment to the Program Manager for all reasonable costs and expenses incurred by the Program Manager for such structural analysis or professional engineer's certified letter (the

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“**Structural Analysis Fee**”) within thirty (30) days following receipt of an invoice from the Program Manager. The foregoing charge shall be at the Program Manager’s prevailing rates for the performance of same or the amount that the Program Manager’s vendor is then charging the Program Manager, as applicable. In the event a structural analysis is performed after the execution of this SOA but prior to the initial installation of the approved equipment, and such analysis indicates that any of the existing Occupied Locations cannot accommodate the proposed installation of the Co-Locator’s approved equipment thereon, the Program Manager shall notify the Co-Locator that modification of the Occupied Location is required and inform the Co-Locator of the fee the Program Manager will charge the Co-Locator to complete such modification (which fee shall be a reasonable estimate of the Program Manager’s actual cost of making such modifications). Such modification shall become part of the Occupied Location and be Commonwealth’s sole property. If the Co-Locator elects not to pay such fee, and the Program Manager and the Co-Locator do not otherwise reach an agreement regarding the costs of such modification, the Co-Locator may terminate this SOA upon written notice to the Program Manager.

6.3 Prior to the execution of this SOA or any further changes and/or additions to the Co-Locator Facilities on the Occupied Location, the Program Manger shall evaluate the possibility of interference to such use at the Occupied Location including without limitation from all current existing uses of the Occupied Location and from areas off the Occupied Location. Cost for evaluation and obtaining report of interference study shall be paid by the Co-Locator. The Co-Locator must comply with any site-specific limitations imposed by the Commonwealth as described in Exhibit C attached hereto. If the Co-Locator cannot occupy the Occupied Location without interference to Commonwealth equipment or otherwise violate the requirements of Exhibit C, and the Program Manager and the Co-Locator cannot otherwise reach an agreement regarding a modification to alleviate such interference or violation at the Co-Locator’s cost, then the Co-Locator may terminate this SOA upon written notice to the Program Manager.

7. Access and Utilities.

7.1 The Program Manger shall provide the Co-Locator, the Co-Locator’s employees, agents, contractors, subcontractors and assigns with access to the Site twenty-four (24) hours a day, seven (7) days a week, at no charge to the Co-Locator, subject to any site specific limitations imposed by the Commonwealth limiting the time and/or manner of access. The Co-Locator’s use of Site will be subject to the Co-Locator’s compliance with safety requirements and all applicable laws and governmental requirements. The Program Manager grants to the Co-Locator, and the Co-Locator’s agents, employees and contractors, a non-exclusive right for pedestrian and vehicular ingress and egress across the Site, as may be reasonably necessary to access the Occupied Locations, as described generally in Exhibit B.

7.2 The Co-Locator shall be responsible for all costs and charges associated with utility service to the Occupied Location and the Co-Locator Facilities otherwise located on the Site at the rate charged by the servicing utility provider. Such utility service shall be separately metered.

7.3 The Co-Locator acknowledges and understands that this SOA and all rights of the Co-Locator is granted herein are subject and subordinate to all prior existing leases, easements, rights of way, declarations, restrictions or other matters of record with respect to the Site. The Program Manager reserves the right to grant additional SOAs, whether recorded or unrecorded, as may be necessary, provided doing so does not materially violate the terms and conditions of this SOA.

8. Interference. The Co-Locator shall operate all of the Co-Locator Facilities in compliance with all Federal Communications Commission (“**FCC**”) requirements including those prohibiting interference to communications facilities of the Commonwealth, the Program Manager or other co-locators or licensees of the Occupied Location, provided that the installation and operation of any such facilities predate the installation of the Co-Locator Facilities. However, the Co-Locator Facilities may never interfere with the communications facilities of the Commonwealth, regardless of when the communications facilities of the Commonwealth were installed. Subsequent to the installation of the Co-Locator Facilities, the Program Manager will not, and will not permit its other co-locators to, install new equipment on or make any alterations to the Occupied Location or Site contiguous thereto, if such modifications are likely to cause interference with the Co-Locator’s operations, unless the Program Manager is otherwise obligated to permit such equipment or alterations under the Master Agreement and the Program Manager has notified the Co-Locator in advance. In the event such interference occurs, the Program Manager agrees to use best efforts to eliminate or mitigate such interference in a reasonable time period.

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9. Taxes. The Co-Locator shall pay personal property taxes assessed against the Co-Locator Facilities. The Program Manager shall pay when due, unless otherwise agreed in the Master Agreement, all real property taxes and all other taxes, fees and assessments attributable to the Site or this SOA. The Commonwealth does not pay personal property or real property taxes and should never be assessed personal property taxes in any manner, unless otherwise required by law or statute.

10. Termination.

10.1 This SOA may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this SOA shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice. This SOA may be terminated by the Co-Locator without further liability for any reason or for no reason during the Due Diligence Period, provided the Co-Locator delivers written notice of termination to the Program Manager prior to the Term Commencement Date.

10.2 This SOA may also be terminated by the Co-Locator without further liability after the initial ten (10) year term, and upon one hundred and twenty (120) days prior written notice, if the Co-Locator is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting the Co-Locator from installing, removing, replacing, maintaining or operating the Co-Locator Facilities or using the Site in the manner intended by the Co-Locator.

10.3 In the event that this SOA is assigned to the Commonwealth, the Commonwealth shall have the right to terminate all or a portion of the SOA for its convenience, giving the Co-Locator one hundred and twenty (120) days prior written notice or upon mutual agreement of the parties, if the Commonwealth determines termination to be in its best interest. Any such termination shall be delivered to the Co-Locator in a written Notice of Termination specifying the extent to which performance under this SOA is terminated either in whole or in part and the date on which such termination becomes effective. The Commonwealth shall be paid for all Payments owed up to the effective date of the termination.

11. Destruction or Condemnation. If the Occupied Location, the Site, or the Co-Locator Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, the Co-Locator may elect to terminate this SOA as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving written notice to the Program Manager no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the Program Manager chooses not to terminate this SOA, the Payment shall be reduced or abated in proportion to the actual reduction or abatement of use of the Occupied Location or the Site.

12. Insurance; Subrogation; and Indemnity.

12.1 The Co-Locator shall obtain a policy of commercial general liability insurance covering claims for personal injury, bodily injury, wrongful death and property damage occurring on or about the Site, or arising from Co-Locator's use of the Occupied Location, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. The Co-Locator may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance that the Co-Locator currently maintains. Within thirty (30) days of the Effective Date, the Co-Locator shall provide the Program Manager with a certificate of insurance evidencing such coverage. In the event of any covered Losses (as defined below) occurring on the Site or to the Occupied Location, the Co-Locator's insurance policy shall be considered primary with respect to any claim or recovery.

12.2 The Program Manager shall obtain a policy of commercial general liability insurance covering claims for personal injury, bodily injury, wrongful death and property damage occurring on or about the Site, or arising from Program Manager's use of the Occupied Location, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100

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Dollars (\$2,000,000.00) in the aggregate. The Program Manager may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance that the Program Manager currently maintains. In the event of any covered Losses occurring on the Site or to the Occupied Location, the Program Manager's insurance policy shall be considered secondary to the Co-Locator's policy with respect to any claim or recovery.

12.3 The Program Manager and the Co-Locator hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective insurance policies for all Losses occurring on the Site insured thereunder. In the event of such insured Losses, neither party's insurance company shall have a subrogated claim against the other.

12.4 The Program Manager and the Co-Locator shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively, the "Losses") arising from the indemnifying party's breach of any term or condition of this SOA or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors on or about the Site or Occupied Location. The indemnities described in this Paragraph 12.4 shall apply as of the Effective Date of this SOA and survive the termination of this SOA.

13. Assignment/Transfer. The Co-Locator may not transfer or assign this SOA to any unaffiliated third party whatsoever. The Co-Locator may transfer or assign this SOA with notice to and express written consent from the Program Manager to a sub-ordinate, successor, affiliate, parent entity, or any other related corporate form at least fifty-one percent (51%) in control of, or controlled by, the Co-Locator, via an assignment and assumption agreement in form and substance acceptable to the Program Manager. The Program Manager's consent to a related-party assignment shall not be unreasonably withheld, conditioned or delayed or made the subject of a demand for additional fees or compensation. This SOA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything hereunder to the contrary, the Program Manager shall have the right to assign this SOA without the consent of the Co-Locator. Notwithstanding anything hereunder to the contrary, nothing shall prevent the assignment or transfer of this SOA to the Commonwealth or to any Commonwealth agency.

14. Quiet Enjoyment.

14.1 The Program Manager represents and warrants that (i) it has full right, power, and authority to execute this SOA, (ii) the Co-Locator may peacefully and quietly enjoy the Occupied Location, the Site, and such access thereto, provided that the Co-Locator is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents, and has taken all necessary action to enable the Program Manager to enter into this SOA and allow the Co-Locator to install and operate the Co-Locator Facilities on the Site and the equipment on the Occupied Location, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of the Program Manager's Site and/or Occupied Location.

14.2 The Co-Locator has the right to obtain a report from a title insurance company of its choice indicating that the Program Manager has the right, power, and authority to execute this SOA under the authority of the Master Agreement.

15. Environmental.

15.1 The Co-Locator hereby covenants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Site in violation of any applicable law or regulation enacted for the protection of the environment ("Environmental Laws").

15.2 The Program Manger hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Site in violation of any Environmental Laws; (ii) no notice has been received by or on behalf of the Program Manager from any governmental entity or any person or entity claiming any violation of any Environmental Laws with respect to the Site; and (iii) to the extent permissible by law and within the Program Manager's authority

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under the Master Agreement, the Program Manager shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Site in violation of any Environmental Laws.

15.3 Without limiting the indemnities under Paragraph 12.4 above, the Program Manager and the Co-Locator shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any covenant, representation or warranty made in this Paragraph 15 by such party; and/or (ii) noncompliance with any Environmental Laws that result, in the case of the Co-Locator, from operations on or about the Site by the Co-Locator or the Co-Locator's agents, employees or contractors, and in the case of the Program Manager, from the management or control of, or operations on or about, the Site by the Program Manager, or from the Program Manager's predecessors in interest, and their respective agents, employees, contractors, tenants, or guests.

15.4 "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Laws, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment, or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Laws.

THE PROVISIONS OF THIS PARAGRAPH 15 SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS SOA.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, mailed by certified mail, return receipt requested, or sent for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

CO-LOCATOR	With a copy to:	PROGRAM MANAGER
		Agile Network Builders LLC 213 Market Avenue N, Suite 310 Canton, Ohio 44702 888.494.0549

The Program Manager or the Co-Locator may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon the date of actual receipt or a party's refusal to accept delivery.

17. Marking and Lighting.

17.1 The Program Manager shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration (the "FAA") and the FCC, subject to Paragraph 17.2 below.

17.2 In the event that marking and/or lighting requirements of the FAA and the FCC are imposed on the Occupied Locations as a result of the Co-Locator Facilities, the Co-Locator shall be responsible for compliance with any such requirements. The Co-Locator shall indemnify and hold the Program Manager harmless from any fines or other liabilities caused by the Co-Locator's failure to comply with such requirements.

18. Miscellaneous.

18.1 If the Co-Locator is to make Payment to a payee other than the Program Manager, the Program Manager shall notify the Co-Locator in advance in writing of the payee's name and address.

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18.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to recover its reasonable attorney's fees and court costs from the other party, including appeals, if any.

18.3 If any provision of the SOA is invalid or unenforceable with respect to any party, the remainder of this SOA or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this SOA shall be valid and enforceable to the fullest extent permitted by law.

18.4 Terms and conditions of this SOA which by their sense and context survive the termination, cancellation or expiration of this SOA will so survive.

18.5 This SOA shall be governed under law of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.

18.6 All Exhibits referred to herein are incorporated herein for all purposes.

18.7 This SOA constitutes the entire agreement between the parties, and supersedes all understandings, offers and negotiations concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this SOA must be in writing and executed by both parties.

18.8 The Co-Locator agrees not to disclose, without the written consent of the Program Manager, any of the terms of this SOA or any other written agreement between the parties relating to the privileges granted herein, except to its attorneys, accountants, and as required by governmental authority, in which case the Co-Locator shall inform the Program Manager prior to divulging such information.

18.9 A memorandum of this SOA substantially in the form attached hereto as Exhibit D may be recorded by either party to place of record, among other things, the following items: (i) the status of this SOA, (ii) the Term Commencement Date, (iii) the current expiration date of the Term, and (iv) the number and duration of any Renewal Terms hereunder.

**IN WITNESS WHEREOF**, the parties have entered into this SOA as of the date of the final signature below.

**PROGRAM MANAGER:**

**CO-LOCATOR:**

AGILE NETWORK BUILDERS, LLC, an Ohio limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A  
DESCRIPTION OF OCCUPIED LOCATION**

to the SOA dated [REDACTED], 20[REDACTED], by and between Agile Network Builders LLC, an Ohio limited liability company, as the Program Manager, and \_\_\_\_\_, a \_\_\_\_\_, as the Co-Locator.

The Occupied Locations are described and/or depicted as follows (metes and bounds description as applicable):

PPN: [REDACTED]

**A WRITTEN DESCRIPTION OF THE OCCUPIED LOCATIONS WILL BE PRESENTED HERE OR ATTACHED HERETO**



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**EXHIBIT B  
DESCRIPTION OF SITE**

to the SOA dated [REDACTED], 20 [REDACTED], by and between Agile Network Builders LLC, an Ohio limited liability company, as the Project Manager, and \_\_\_\_\_, a \_\_\_\_\_, as the Co-Locator.

The Site is described and/or depicted as follows:

**A DRAWING OF THE SITE WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. The Co-Locator may replace this Exhibit with a survey of the Site once the Co-Locator receives it.
2. The Occupied Locations shall be setback from the Site's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

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**EXHIBIT C  
SITE-SPECIFIC LIMITATIONS**

**[Insert Information from Appendix N of the Master Agreement]**

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**EXHIBIT D  
FORM OF MEMORANDUM OF SOA**

THIS MEMORANDUM OF SITE OCCUPANCY AGREEMENT is made as of \_\_\_\_\_, 20\_\_\_\_, by and between AGILE NETWORK BUILDERS, LLC, an Ohio limited liability company (the "Program Manager"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Co-Locator").

**WITNESSETH:**

The Program Manager and the Co-Locator desire to set forth certain information with respect to that certain Site Occupancy Agreement described below (the "SOA"):

1. The name of the Program Manager is set forth above. The address of the Program Manager as set forth in the SOA is 213 Market Avenue N, Suite 310, Canton, Ohio 44702.

2. The name of the Co-Locator is set forth above. The address of the Co-Locator as set forth in the SOA is \_\_\_\_\_.

3. The Term Commencement Date of the SOA is \_\_\_\_\_.

4. The current Term of the SOA expires on \_\_\_\_\_.

5. The Co-Locator has the right to renew and extend the Term of the SOA for five (5) Renewal Terms of five (5) years each, with monthly Payments during such Renewal Terms increasing each year at a percentage set forth in the SOA; provided, however, that that the Payments for the fourth and fifth Renewal Terms, if exercised, shall to be negotiated by the parties at fair market value prior to the commencement thereof.

6. The Occupied Location subject to the SOA is located in the municipality(ies) of \_\_\_\_\_, \_\_\_\_\_ County, Pennsylvania, on tax parcels known as \_\_\_\_\_ (tax parcel IDs) and having an address of \_\_\_\_\_ (street address).

7. Nothing contained herein is intended to, nor shall it, modify, amend, supersede or otherwise affect the terms and provisions of the SOA. The parties hereto by reference incorporate herein all the terms, covenants and conditions contained in the SOA. For a complete statement of the rights, privileges and obligations created under and by the SOA, and of the terms, covenants and conditions contained therein, reference is hereby made to the SOA.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Occupancy Agreement as of the date first written above.

**PROGRAM MANAGER:**

**CO-LOCATOR:**

AGILE NETWORK BUILDERS, LLC, an Ohio limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_