LEASE AGREEMENT

WIRELESS TELECOMMUNICATIONS SITE LEASE

This Lease is made on this _____ day _____ (the “Effective Date”)between the Township of Franklin, in the County of Warren, a Municipal Corporation of the State of New Jersey, having its principal office at 2093 State Route 57, Broadway, New Jersey, 08808, (hereinafter called the “Township” or "Franklin") and _____, having its principal office at _____ (hereinafter called "Tenant").

WHEREAS, the Township is the owner of property designated as Lot 12.01, Block 16 on the Tax Maps of the Township of Franklin, County of Warren, more commonly known as 2093 Route 57, Broadway, New Jersey, (the “Property”); and

WHEREAS, the Township has authorized bidding for the use of a portion of the Property for the location of communications antennae and associated tower and equipment pursuant to the New Jersey Local Public Contracts Law and Local Lands Law or maintenance of the existing Tower; and

WHEREAS, Tenant was the successful bidder; and

WHEREAS, the bid specifications require Tenant to enter into this Lease;

NOW THEREFORE, in consideration of the foregoing and in consideration of the respective obligations of the parties hereinafter set forth, the parties do hereby agree as follows:

1. Definitions.

1.1. "Approved in advance" means approved in advance and in writing by the Township Engineer. Any written request which is neither approved nor disapproved by the thirtieth day following delivery to the Township Engineer shall be deemed Approved in advance.

1.2. “Bid Documents” means the instructions to bidders and specifications to which Tenant submitted a responsive bid subsequent to entering into this Lease.

1.3. "Co-location" means the location of the Wireless Telecommunications antennae of more than one person or entity on one Wireless Telecommunications tower.

1.4. “Co-locator" means a person or entity which is involved in Co-location.

1.5. "Commencement Date" means the commencement date established in paragraph 7.3 of this Lease.

1.6. "Facilities" means those facilities set forth in Section 3.1 to be maintained or constructed by Tenant which will become the property of the

Township at the end of the Term and which may be used by Tenant and / or Co-locators during the Term, as described in and section 3 of this Lease.

1.7. "Contingency Period" means the period of time starting on the day this Lease is signed by all parties and extending for six (6) months, or such extended period of time to which the parties may agree in writing. Notwithstanding the foregoing, in the event that Tenant has applied for, but not yet received all necessary governmental approvals, the Contingency Period shall extend to the date Tenant receives all necessary approvals, subject to the time limitations set forth in Paragraphs 7.6.1 and 7.6.2.

1.8. "Engineer" means the Franklin Township Engineer or his designee identified to Tenant pursuant to Notice.

1.9. "Environmental Laws" means the Resource Conservation and Recovery Act (42 U.S.C., Section 6901, et seq.), the New Jersey Spill Compensation and Control Act(N.J.S.A. 58:10- 23.11, *et seq.*) , the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:lK-6, *et seq.*) , and any modification to, replacement for or amendment to any such law.

1.10. "Equipment Shelter" means a prefabricated building or outdoor equipment cabinets suitable for containing and protecting Tenant's Wireless Telecommunications Equipment.

1.11. "Hazardous Wastes" means hazardous substances or hazardous wastes or pollutants as defined and regulated under any applicable Environmental Laws.

1.12. "Index Rate" means three percent (3%) per year.

1.13. "Laws" means governmental laws, ordinances, rules, regulations, directives, standards, policies or judicial determinations.

1.14. "Notice" means notice given pursuant to section 22 of this Lease.

1.15. "Plans" means a site plan to be prepared by the Tenant and submitted to the Franklin Township Land Use Board for site plan approval.

1.16. "Premises" means that portion of the Property which is to be used exclusively by Tenant during the Term, which said Premises shall be specifically located in a survey/site plan to be prepared by Tenant.

1.17. "Property" means the property owned by the Township, located at 2093 State Route 57, Washington, New Jersey, 07882and designated as Block 16, Lot 12.01 on the Franklin Township Tax Map.

1.18. "Term" means the initial term of this Lease and any renewal term as provided for in this Lease, subject to early termination as provided for in this Lease, as described in paragraph 7.6 of this Lease.

1.19. "Tower" means the telecommunications tower located or to be constructed on the Property referred to in paragraph 3.1.1.

1.20. "Wireless Telecommunications" means a radio frequency system which directly or indirectly transmits and receives to and from hand-held or other

portable devices voice transmissions or data from and to other such devices or from and to the publicly switched telephone network.

1.21. "Wireless Telecommunications Equipment" means equipment designed and suitable for the transmission or reception of signals for Wireless Telecommunications.

1.22. "Wireless Telecommunications Site" means a location at which any combination of equipment suitable for Wireless Telecommunications, including antennae and equipment to support antennae, is located.

2. Lease of Premises and Facilities.

2.1. *Lease.* The Township leases to Tenant and Tenant leases from the Township an exclusive right to the Premises and a right to the Facilities, together with rights of access as specifically set forth in this Lease, the right to install and / or maintain the Tower, Equipment Shelters, utility wires, poles, cables, conduits and pipes.

2.2. *Removal of Tenant's Equipment at the End of Term.* Except as may be directed by the Engineer, at the end of the Term, whether by expiration or termination, Tenant shall, at its own expense, promptly remove all of its equipment and restore the Premises to the condition that they were in prior to the beginning of the Term, normal wear and tear, damage caused by and equipment placed by Co-locators, condemnation, and the Township's repair and maintenance obligations excepted. Notwithstanding the foregoing, the Township may require Tenant to demolish and remove the Tower. In the event that the Township requires Tenant to remove the Tower as contemplated herein, the Township acknowledges and agrees that Tenant shall have no obligation to remove the foundation of the Tower beyond three (3) feet below grade.

3. Facilities.

3.1. *Tenant to Construct Facilities.* Tenant shall construct or maintain, in accordance with the Plans and all applicable laws and regulations, the following Facilities:

3.1.1 A cellular communications tower which will have the size and strength to accommodate five cellular antennae and five equipment shelters with interior spaces approximately of 20 ft. X 17.5 ft. The Tower shall be constructed and / or maintained in accordance with all codes including EAI/ANSI standards.

3.1.2 Tenant shall construct a gravel area within a fenced compound, said fence to be vinyl, color-coated to minimize visual impact to be approved by the Franklin Township Land Use Board;

3.1.3 Maintenance of an access roadway from the existing municipal driveway to State Route 57 to the Tower Site.

3.2. *Title to Facilities.* At the termination of the Lease, all of the Facilities shall, at the option of the Township and for One Dollar ($1.00) consideration, become and thereafter remain the property of the Township. The Township shall exercise its option by written notice within thirty (30) days of the expiration of this Lease. If said option is exercised, none of the Facilities shall be removed by Tenant.

4. Co-Location.

4.1. *Use of the Facilities for Co-location.* The Township acknowledges that Tenant may elect to lease use of the Facilities to Co-locators. The Tenant shall at all times use its best efforts to maximize the number of Co- locators using the Facilities, not to exceed four (4) Co-Locators. This Lease may be amended to allow for additional Co-Locators upon approval of the Township governing body and a showing that the Tower can support such additional Co-Locators.

4.1.1 Co-location leases may differ in the amount of rent and term, provided that the Township shall receive a portion of the gross rents received by the Tenant from co-locators ("Co-location Rent") in accordance with section 8.5 below;

4.1.2 Co-location leases may provide for the construction of additional Equipment Shelters within the fenced area of the Premises and antennas and related telecommunications equipment on the Tower;

4.2. *Location of Franklin's Equipment.* At the Township's request, Tenant will allocate reasonable space for the use of the volunteer emergency services serving the Township to locate antennae for their use on the Tower. Each emergency service provider shall purchase and pay for all of its own equipment to be placed on the Tower, and Tenant will install the equipment on the Tower at no cost to the Township. Upon Notice by the Township, Tenant will allow reasonable access for the maintenance of such antennae by the Township's contractors at the Township's cost or will arrange for the maintenance of such antennae by Tenant 's contractors at reasonable cost to the Township or will arrange for the maintenance of such antennae by Tenant 's contractors at Tenant's cost.

4.3. The Premises may be used by Tenant only for the installation, operation and maintenance of a Wireless Telecommunications Site, including the use of up to five cellular antennae on the Tower (one belonging to Tenant and up to four belonging to co-locators); up to five Equipment Shelters (one belonging to Tenant and up to four belonging to co-locators); and the location of Tenant's associated equipment and other accessories necessary to the successful and secure operation of Tenant's Wireless Telecommunications Site, including silent alarms. Tenant may also, in a location and manner approved in advance,

permanently or temporarily locate on the Property and use one or more emergency generators for periods of power outage.

4.4. All of the equipment attached to or otherwise brought onto the Property by Tenant, except the Facilities, shall at all times and for all purposes related to this Lease be the personal property of Tenant and Tenant's subtenants ("Co-locators"), at Tenant's option, may be removed by Tenant at any time during the Term, provided that Tenant repairs any damage to the Property caused by such removal within a reasonable time.

4.5. Tenant may replace, modify, and upgrade any of its equipment subject to Township's approval. However, modifications or upgrades to allow more than four (4) Co-Locators, must be Approved in Advance.

4.6. Tenant shall have the right to use any reasonable means which it deems appropriate and which is Approved in advance to install and operate its Wireless Telecommunications Site, including running transmission lines from Equipment Shelters to the antenna locations, running power from the main feed to an Equipment Shelter, and running telephone lines from the main telephone entry point to an Equipment Shelter. Tenant may make all reasonably appropriate alterations to the Premises and the Facilities in order to accomplish the above in accordance with this Lease.

5. Approval Before Work.

5.1. Tenant shall be required to receive site plan approval from Franklin's Land Use Board. Tenant shall not perform any work at the Property or locate any equipment or materials at the Property except as Approved by the LUB.

6. Rights of Access. Tenant shall have access to the Facilities, in common with Co-locators, and to the Premises through the designated access route. Tenant's and Co-Locator's access to the Facilities and the Premises shall be seven days a week, twenty-four hours a day, by foot or by motor vehicle.

7. Term.

7.1. *Inspections during contingency period.* During the Contingency Period, Tenant shall be permitted, but not obliged, to obtain at its cost the following:

7.1.1 **Title Search and Survey of the Property.** If the title search or the survey discloses any condition, lien, easement, restriction, encroachment or other right or grant which prevents or, in Tenant's sole judgment, unreasonably interferes with Tenant's use of the Property as contemplated by this Lease, Tenant shall be entitled to cancel this Lease by giving Notice to the Township

during the Contingency Period and thereafter there shall be no liability from one party to the other.

7.1.2 **Soil boring and other tests or reports as are deemed appropriate by Tenant to determine the physical characteristics and conditions of the Property.** If any such test or report indicates that the Property is unsuitable, in Tenant's sole judgment, for Tenant's use of the Property as contemplated by this Lease, Tenant shall be entitled to terminate this Lease by giving Notice to I the Township during the Contingency Period and thereafter there shall be no liability from one party to the other.

7.1.3 **Phase I Environmental Audit.** If the audit discloses any environmental condition that would prevent or unreasonably interfere, in Tenant's sole judgment, with Tenant's use of the Property as contemplated by this Lease, Tenant shall be entitled to terminate this Lease by giving Notice to the Township during the Contingency Period and thereafter there shall be no liability from one party to the other.

7.2. *Right of entry during Contingency Period.* Tenant and its agents shall have the right to enter onto the Property for the purpose of surveying, testing and examining the Property during the Contingency Period. All surveying, testing and examining during the Contingency Period shall be conducted in a manner Approved in advance. Upon the conclusion of Tenant's surveys, tests and examinations, any parts of the Property that have been disturbed shall be restored as directed by the Engineer.

7.3. *Commencement Date.* The Commencement Date shall be the day following the receipt of all final and non-appealable Governmental Approvals to construct the Tower.

7.4. *Initial Term.* The initial term of this Lease shall be for five (5) years, commencing on the Commencement Date. The initial term shall end on the day before the fifth anniversary of the Commencement Date.

7.5. *Options to Renew.* Tenant shall have the option of renewing this Lease for four (4) successive periods of five (5) years each on the same terms and conditions which were in effect during the initial term, except that the rent for each year of each option period shall be increased as provided for in this Lease. Options to renew will be automatic unless Tenant gives the Township Notice at least sixty (60) days prior to the expiration of the then-existing term. If Tenant gives the Township such notice, the option(s) then remaining shall be rendered null and void and this Lease shall expire at the end of the then-existing term.

7.6. Early Termination.

7.6.1. If, during the Contingency Period, Tenant has not received all necessary approvals within six (6) months of executing this Agreement and

Tenant has diligently pursued all necessary approvals, then Tenant shall have the right to terminate this Agreement.

7.6.2. If by the end of the Contingency Period, after due diligence, Tenant is unable to obtain all governmental approvals to construct the Common Facilities, Tenant' s Equipment Shelter, and all other related facilities as contemplated by this Lease, and to operate a Wireless Telecommunications Site at the Premises, then Tenant may terminate this Lease on Notice to the Township, termination to be effective immediately.

7.6.3. If at any time during the term of this Lease the Premises or Common Facilities become unsuitable, in Tenant 's reasonable judgment, for Tenant's operation due to any of the following causes, then Tenant may terminate this Lease on Notice to the Township, termination to be effective at the end of the second full calendar month after Tenant's Notice:

7.6.3.1. Change in Governmental regulations;

7.6.3.2. Tenant's inability after due diligence to obtain or renew any permit or license for the operation of a Wireless Telecommunications Site on the Premises;

7.6.3.3. Engineering or other technical standards or causes or interference with Tenant's operation that cannot be resolved after diligent efforts.

7.6.3.4. Tenant may at any time terminate this Lease for economic reasons on Notice to the Township, termination to be effective upon payment to the Township of an early termination fee equivalent to twelve months of the Rent current at the time of termination.

7.7. *Condemnation.* If there is a taking of some or all of the Property by condemnation which, in Tenant 's reasonable judgment, materially and adversely affects Tenant's use, then Tenant may terminate this Lease on Notice to the Township, termination to be effective at the date of taking.

7.8. *Contingencies.*

7.8.1. Tenant represents and acknowledges that it has conducted all necessary and appropriate tests at the Property to determine the adequacy of its technical requirements for signal coverage at the time of its bid. Tenant acknowledges that its technical requirements for signal coverage at the time of its bid will not serve as a basis for withdrawal of its bid or cancellation of this Lease except as permitted by paragraph 7.6.

7.8.2. If Tenant's application for any governmental approval is denied or delayed as a result of the existence of any violations on the Property of any Laws or Environmental Laws related to the property which affect Tenant's use of the Property, the Township shall determine

whether or not it will, at its cost and expense, take steps necessary to cure such violations. If the Township determines that it will not cure said violations, then Tenant or the Township may cancel this Lease on Notice and thereafter there shall be no liability from one party to the other. If the Township elects to do so, any such violations shall be removed within 60 days after the Township receives Notice from Tenant. If the Township cannot cure any violations with 60 days despite its exercise of due diligence, Tenant agrees to give the Township an extension of time to cure, not to exceed 120 days. If the Township still cannot cure within the extended time, then either the Township or Tenant may cancel this Lease on Notice and thereafter there shall be no liability from one party to the other. Rent shall be abated for any period during which Tenant's application for any governmental approval is denied or delayed as a result of the existence of any violations on the Property of any Laws or Environmental Laws related to the property which affect Tenant's use of the Property.

8. Rent

8.1. *Initial term.* Effective on the Commencement Date, Tenant shall pay the Township as rent, monthly in advance, the sum of $3,400.00 dollars per month during the calendar year in which this Lease commences. The monthly rent for the remainder of the initial term of this Lease shall be increased effective on the anniversary of the Commencement Date of each year by the Index Rate.

8.2. *Renewals.* Effective on the anniversary of the Commencement Date of each year of the initial term and each renewal period, Tenant shall pay the Township as rent, monthly in advance, the rent due during the previous calendar year increased by the Index Rate.

8.3. *Late charge.* If any rent payment is not received by the Township on or before the 10th day of the month, Tenant shall pay, as additional rent, a late charge of five percent of the monthly rent due.

8.4. *Co-location Bonus.* For each Co-location sublease signed after the Commencement Date, Tenant shall pay the Township $5,000.00 payable within thirty (30) days of full execution of such sublease.

8.5. *Co-location Rent.* Tenant shall pay the Township the Co-Location Rent, which shall be **fifty percent (50%)** of the gross Rental Income received from all subleases of the Premises. The term “Rental Income” as used in this Lease shall mean all amounts paid to Tenant by subtenants (co-locators), except that Rental Income shall expressly exclude (i) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits,

taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant in entering into this Lease, obtaining the Governmental Approvals, or constructing the Tower and Premises; and (iii) any initial fee to be charged by Tenant to each prospective subtenant to reimburse Tenant for costs, expenses and fees related to the submissions, installation design and site studies for such subtenant. In the event that any amount of Rental Income is received by Tenant in a month other than the month for which such Rental Income is due, Tenant will make appropriate adjustments in order to properly allocate such amounts to the proper month. Rent and Co-Location Rent are sometimes, collectively, referred to herein as "Rent"

9. Security; bond or letter of credit.

9.1. On or before the Commencement Date, Tenant shall provide the Township with a performance bond, in the amount of one year's rent, for the full and faithful performance of all of Tenant's responsibilities and obligations under this Lease.

9.2. The security deposit shall be considered lease security which will be held by the Township. Upon expiration of the Term of this Lease, the bond will be released, less any damages for which Tenant is liable and any other costs incurred for terminating the Lease.

9.3. Tenant shall, prior to commencing any construction on the Premises, post a construction bond in form and amount of $100,000.00, with a surety company acceptable to the Township, assuring that the improvements will be constructed as required by this Lease and without the attachment of any construction liens. Such construction bond shall be terminated upon receipt of all approvals and certificates of occupancy necessary for the use of the tower.

10. ***Intentionally left blank.***

11. Management of Site Engineering.

11.1. Tenant and Township acknowledge that neither will be held liable or responsible for interference to the other's operations due to:

11.1.1. Circumstances beyond the other 's control;

11.1.2. Interference caused by any Co-locator's operations;

11.1.3. Changes made by the other in its equipment which may change the levels or frequencies.

11.2. The Township shall not construct, or allow to be constructed, on the Property any structure or other improvement which would unreasonably interfere with Tenant's use and enjoyment of the Premises as herein described.

11.3. Notwithstanding the foregoing regarding interference, the parties acknowledge that if any such interference does not cease promptly, the continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to seek to enjoin such interference or to terminate this Lease immediately upon Notice to the other.

12. Insurance and Liability.

12.1. Tenant shall carry during the Term of this Lease, at its own cost and expense, the following insurance:

12.1.1 "All Risk" property insurance which insures Tenant's property for its full replacement cost; and

12.1.2 Commercial general liability insurance with a "broad form" comprehensive general liability endorsement having a minimum limit of liability of $1,000,000.00 for injury or death arising out of one occurrence and $1,000,000.00 for damage to property from any one occurrence; and

12.1.3 Excess/umbrella coverage of $2,000,000.00.

12.2. Tenant shall name the Township as an additional insured under its liability policies and require its insurance company to give at least thirty days' Notice of termination or cancellation of the policy to the Township. Such endorsement shall be delivered to the Township prior to the Commencement Date and before the expiration of any term thereof from an insurance company acceptable to the Township's Chief Financial Officer. An insurance certificate evidencing coverage as provided in this section shall be delivered to the Township within 10 business days after the Effective Date.

12.3. Tenant will defend, indemnify and hold harmless the Township, its officers, agents, officials and employees, from and against any and all claims, suits or losses of any kind, nature and description whatsoever, arising out of the use and occupancy of the Property by Tenant, its servants or agents, including reasonable costs, expense and fees incurred in connection with any investigation of property conditions or clean up, removal, remediation or restoration of the property related to Hazardous Wastes or otherwise required by any Environmental Laws related to Tenant's operations. This indemnification shall include, but not be limited to, all reasonable costs, damages, expenses, penalties, and reasonable attorneys' fees; excepting, however, such claims or damages as may be due to or caused by the negligence of or breach of this Lease by the Township, its officers, agents, officials and employees.

13. Condition of Premises.

13.1. Upon Tenant's default, termination or expiration of this Lease, Tenant shall, unless the Township has exercised the option provided in Paragraph 3.2

above, remove Tenant's fixtures, antennae, Equipment Shelter, Wireless Telecommunication Equipment, and other property and improvements from the Property, except for the Facilities which shall remain the property of the Township, and shall surrender the Premises to the Township in good condition except for:

13.1.1 Reasonable wear and tear; and

13.1.2 Damage due to the elements or causes beyond Tenant's control without its negligence.

13.2. Tenant shall not be responsible to the Township, or any third- party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

14. The Township's Representations. The Township represents to the best of its knowledge, information and belief, that:

14.1 The Township has not dealt with any broker in connection with this Lease; and

14.2 The Premises have never been used or allowed to be used by the Township or any previous owner to emit (through ground or air), refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport Hazardous Wastes;

14.3 The Premises is free of Hazardous Wastes and not in violation of any Laws.

15. Tenant' s Representations. Tenant represents to the best of its knowledge, information and belief, that:

15.1 Tenant will operate its Wireless Telecommunications Site in full compliance with any and all Laws applicable thereto;

15.2 At the time of execution of this Lease, the provisions of the Industrial Site Recovery Act (N.J.S. 13:lK-6, et seq.) do not apply to Tenant or its intended operations on the Property. Should ISRA become applicable to Tenant or its operations in the future, Tenant will comply with all obligations and requirements imposed on Tenant by ISRA.

15.3 Tenant will, at its cost and expense, comply with any Environmental Laws to which its use of the Property may be applicable: provided, however, the Township shall be responsible for an violation of any Environmental Law cause by the Township or its employees, agents, representatives or invitees.

16. Quiet Enjoyment. The Township covenants to Tenant that:

16.1. The Township has full right, power and authority to execute this Lease;

16.2. The Township has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises;

16.3. Execution and performance of this Lease will not violate any laws, ordinances, or the provisions of any mortgage, lease, or other agreement binding on the Township; and

16.4. At all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof, subject to any Co- location Agreement applicable to the Facilities, shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

17. Access to Third Parties. The Township shall request Tenant's consent before granting any third party any right of access to the Premises, which consent may be withheld in Tenant's reasonable discretion. Any third party right of access shall insure that Tenant's equipment, technology and proprietary interests shall remain secure and the operation of Tenant's Wireless Telecommunications Site shall not be adversely affected.

18. Tenant's Right to Maintain Security. Tenant, at its cost and expense, in a manner Approved in advance, may place, construct and maintain a fence around the Premises and undertake any other appropriate means to restrict access to and secure the Premises.

19. Maintenance and Repairs. Tenant shall perform all repairs necessary to keep its Wireless Telecommunications Site and other facilities located on the Premises in good and tenantable condition, reasonable wear and tear excepted. the Township shall maintain and repair the Property and access thereto, other than the Premises and Facilities, in good and tenantable condition and repair.

20. Utilities. Tenant, at its sole expense, shall arrange for its own metered electrical supply and other required utilities from the local utility company and shall pay for all charges for electricity and other utilities consumed by Tenant.

21. Default and Right to Cure. Each of the following shall be deemed a default by Tenant and a breach of this Lease:

21.1. Non-payment of rent, including any adjustments in rent for a period of thirty (30) or more days after receipt of Notice of non-payment from the Township;

21.2. Failure to perform any other requirement of this Lease within thirty days after receipt of Notice from the Township specifying the failure. No such

failure, however, shall be deemed to exist if Tenant shall commence in good faith to rectify the same within such thirty-day period and continue such efforts to completion with reasonable diligence. Delay in rectifying the same shall be excused if due to causes beyond the reasonable control of Tenant.

21.3. Failure to perform any other requirement of this Lease within thirty days after receipt of Notice from Tenant specifying the failure. No such failure, however, shall be deemed to exist if the Township shall commence in good faith to rectify the same within such thirty-day period and continue such efforts to completion with reasonable diligence. Delay in rectifying the same shall be excused if due to causes beyond the reasonable control of the Township.

21.4. If either party is required to institute any legal proceedings to enforce its rights under this Lease, including payment of rent or eviction of Tenant, such defaulting party shall be liable for all reasonable attorneys' fees, costs and expenses that may be incurred by the non-defaulting party in enforcing its rights.

22. Assignment.

22.1. The Township may assign this Lease upon municipal consolidation, provided the assignee will assume, and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by the Township under this Lease.

22.2. Tenant may assign the whole of this Lease, and all rights, benefits, liabilities and obligations hereunder, to any person or business entity which is a parent or subsidiary of Tenant; controls, is controlled by or is under common control with Tenant; is merged or consolidated with Tenant; purchases a majority or controlling interest in the ownership or assets of Tenant in the market area where the Property is located as defined by the FCC; or any entity or company whose primary business function is the management or operation of Wireless Communications real estate or leases. The assignment will be effective only after compliance with the terms of paragraph 9.3 of this Lease. Tenant may not otherwise assign or sublet this Lease without the Township 's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

23. Notices.

23.1. Unless otherwise provided herein, any notice or demand required or permitted to be given hereunder shall be given in writing by hand delivery, first class certified or registered mail, return receipt requested, or by overnight parcel delivery service, in a sealed envelope, postage prepaid, to be effective on the earlier of the third day following placement in the mail or actual physical delivery to the receiver's address. Notice shall be addressed as follows:

If to Franklin Township:
Franklin Township
Attn: Clerk
2093 Route 57
PO Box 547
Broadway, NJ 08808

With copy to
Kevin P. Benbrook, Esq.
BENBROOK & BENBROOK, LLC
PO Box 281
3 Walnut Street
Hope, NJ 07844

If to Tenant:

With copy to:

23.2. Either party hereto may change the place for the giving of Notice to it by Notice to the other.

24. Severability. If any Term or condition of this Lease shall be held to be invalid, illegal or unenforceable, the remaining terms and conditions shall be binding upon the parties and shall be enforceable as though said invalid, illegal, or unenforceable provision were not contained herein; provided, however, that if the invalid, illegal or unenforceable provision goes to the essence of this Lease, the Lease may be terminated by either party on ten days Notice to the other party.

25. Subordination and Non-Disturbance. At the Township's option, this Lease shall be subordinate to any mortgage by the Township which from time to time may encumber all or part of the property; provided, however, that every mortgagee now existing or hereafter created intending to be superior in right must recognize the validity of this Lease and be bound (or bind any successor in foreclosure) if there is a foreclosure of the Township 's interest; and not affect or disturb Tenant's peaceful and quiet use and enjoyment of the Premises and Facilities so long as Tenant is not in default of this Lease. The parties agree to

execute, and the Township agrees that is shall furnish immediately to Tenant as to any future mortgagee of the property, in properly executed form, a binding non-disturbance agreement.

26. Amendment; Waiver. No revision of this Lease shall be valid unless made in writing and signed by duly authorized representatives of Tenant and the Township. No provision may be waived except in writing signed by the party waiving the right.

27. Bind and Benefit. The Terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the Township and Tenant and each of their respective heirs, executors, administrators, successors and permitted assigns.

28. Authorizing Resolution. This Lease was authorized by Franklin Township Resolution No. _____, adopted _____, 2026. The terms and conditions of that resolution, a copy of which is attached hereto, are incorporated herein by reference.

29. Entire Agreement. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

30. Governing Law. This Lease shall be governed by the laws of the State of New Jersey.

31. Non-Exclusive/Cumulative Rights. No rights or remedies available to a party under this Lease or otherwise at law or in equity are exclusive. All available rights and remedies are cumulative and may be exercised concurrently or separately, in any order and at any time.

32. Interpretation and Construction. Unless otherwise specified, the following rules of construction and interpretation apply to this Lease and its exhibits:

32.1 The terms "Premises" and "Property" shall each be interpreted as if followed by the phrase "or any part thereof."

32.2 Singular words include the plural and plural words include the singular when the meaning requires.

32.3 Words importing any gender include every other gender.

32.4 Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof.

32.5 The term "including" shall be interpreted to mean "including but not limited to".

33. Whenever a party's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed.

34. Hold Over. If Tenant remains at or uses the Premises or the Facilities after the expiration of the Term of this Lease without having executed a new written lease with the Township, such holding over shall be construed as a month to month tenancy which is subject to all of the Terms and conditions of this Lease except as to duration. In such case Tenant shall pay the Township twice the monthly rent in effect at the expiration of the Lease.

35. Estoppel. Each party agrees to provide the other with reasonable estoppel information within ten days of a written request by the other party.

36. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

37. Nondiscrimination. The parties to this Lease do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J. S.A. 10:5-31, *et seq.*, as supplemented and amended, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Lease and are binding upon each of them to the extent applicable.

IN WITNESS WHEREOF, the parties have executed or caused this Lease to be executed by the properly authorized representatives as of the dates written below.

Tenant	Township of Franklin
By: _____	By: _____
Name:	Name: Sarah Payne
Title:	Title: Mayor
Date: _____	Date: _____

Exhibit A

Description of the Premises