STATE OF ALABAMA  )
TUSCALOOSA COUNTY  )

PERMISSIVE USE AGREEMENT

This Agreement made and entered into on this the _____ day of __________, 20__ by and between The Board of Trustees of The University of Alabama, by and through its member institution, The University of Alabama, Tuscaloosa, Alabama, hereafter "the University" and ____________________ (Entity Desiring to Access UA Property), hereafter the "User".

1. **BACKGROUND.** University owns or controls that certain plot, parcel or tract of land, as described on Exhibit A, together with all rights and privileges arising in connection therewith, located at ____________________________________, in the County of ________________, State of _________________ (collectively, the "Property"). User desires to use a portion of the Property in connection with its federally licensed communications business. University desires to grant to User the right to use a portion of the Property in accordance with this Agreement.

2. **SITE USAGE/EQUIPMENT.**
   (a) University grants to User a non-exclusive license and permission to locate, operate and maintain on the University’s property certain telecommunications equipment as described on attached Exhibit A (the "Site"), for the placement of User’s Communication Facility.
   (b) User and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at User’s sole discretion for its use of the Site and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of User, are necessary in User’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, University’s title to the Property and the feasibility or suitability of the Property for User’s Permitted Use, all at User’s expense. User will not be liable to University or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by User’s inspection.

3. **TERM.**
   (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by User to University of User’s exercise of the Option (the “Term Commencement Date”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.
   (b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms
and conditions unless User notifies University in writing of User’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) University or User notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end 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 rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If User remains in possession of the Site after the termination of this Agreement, then User will be deemed to be occupying the Site on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

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

4. LICENSE FEE. In consideration of the permission herein granted, User will pay the University an annual license fee of __________________________ Dollars per year (“License Fee”). The License Fee shall be paid in advance in equal monthly installments of $____________ each on the first day of each month. For the initial term only, the first monthly installment of the License Fee shall be prorated based upon a daily rate of $ ______ multiplied by the number of days that elapse from the Commencement Date. Beginning on the first anniversary of the Commencement Date, and occurring on each anniversary subsequent thereto, the annual License Fee shall increase in an amount equal to one hundred three percent (103%) of the previous year’s annual License Fee. The University reserves the right to increase the License Fee should User make alterations, improvements, changes, or modifications on or about the Site.

5. PERMITTED USE.

(a) User may use the Site for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Site (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; User further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to User or University (collectively, the "Permitted Use"). University and User agree that any portion of the Communication Facility that may be conceptually described on Exhibit A will not be deemed to limit User's Permitted Use. For a period of ninety (90) days following the start of construction, University grants User, its subusers, licensees and sublicensees, the right to use such portions of University’s contiguous, adjoining or Surrounding Property as described on Exhibit A as may reasonably be required during construction and installation of the Communication Facility. User 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, and to make other improvements, alterations, upgrades or additions appropriate for User’s Permitted Use, including the right to construct a fence around the Site and undertake any other appropriate means to secure the Site at User’s expense. User has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Site at any time during the term of this Agreement. User will be allowed to make such alterations to the Property in order to ensure that User’s Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event User desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “Additional Site”) for such modification or upgrade, University agrees to lease to User the Additional Site, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Site by the amount equivalent to the then-current per square foot rental rate charged by University to User times the square footage of the Additional Site. University agrees to take such actions and enter into and deliver to User such documents as User reasonably requests in order to effect and memorialize the lease of the Additional Site to User.

(b) User shall not make any alterations, improvements, changes, or modifications on or about the Site without prior written consent of the University. As consideration for granting it consent to such alterations, improvements, changes, or modifications on or about the Site, the University may increase the License Fee. Any such increase shall become effective as of the first month immediately following the completion date of the approved alterations or other changes to the Site, unless a different effective date is agreed upon by the parties. Prior to the installation of its Equipment at the Site, User shall deliver to the University for its review and comment copies of all plans, drawings, and specifications. Should the University have any objections to the plans, drawings, and specifications it shall give User written notice explaining its objections within twenty-one (21) days of its receipt of the plans, drawings, and specifications from User, or such plans, drawings, or specifications shall be deemed automatically approved.

(c) The University’s review of any plans, drawings, and specifications prepared by User or any of its consultants shall not relieve User of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

(d) In instances where User’s failure to properly prosecute and perform the Work in accordance with the Agreement has an actual, or imminent potential, adverse effect on public health, safety or convenience, the University may, after four (4) hours’ notice to the User, and without prejudice to any other remedy it may have, correct such deficiencies and User will be responsible for reimbursement of the actual cost thereof to the University.

6. **APPROVALS.**

(a) University agrees that User's ability to use the Site is contingent upon the suitability of the Site and Property for User's Permitted Use and User's ability to obtain and maintain all Government Approvals. University authorizes User to prepare, execute and file all required applications to obtain Government Approvals for User’s Permitted Use under this Agreement and agrees to reasonably assist User with such applications and with obtaining and maintaining the Government Approvals.

(b) User 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.

(c) User may also perform and obtain, at User’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports
on, over, and under the Property, necessary to determine if User’s use of the Site will be compatible with User’s engineering specifications, system, design, operations or Government Approvals.

(d) With respect to any of the activities that User intends to conduct upon the Site, User shall obtain any and all necessary consents, underground utility locates (both 811 and University), permits or approvals for such activities from the appropriate University, city, county, state, or federal governmental entities. User further agrees to provide and maintain at its own cost all protective safeguards for property and persons and to exercise due diligence with respect to same. User will further be responsible for ensuring that its activities do not interfere with or block vehicular or pedestrian traffic on the streets and sidewalks adjacent to the Site.

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

(a) by either party on sixty (60) days prior written notice, if the other party remains in default under this Agreement after the applicable cure periods;

(b) by User upon written notice to University, if User 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 as now or hereafter intended by User; or if User determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by User, upon written notice to University, if User determines, in its sole discretion, due to the title report results or survey results, that the condition of the Site is unsatisfactory for its intended uses;

(d) by User upon written notice to University for any reason or no reason, at any time prior to commencement of construction by User; or

(e) by User upon sixty (60) days’ prior written notice to University for any reason or no reason, so long as User pays University a termination fee equal to three (3) months’ Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by User under any termination provision contained in any other Section of this Agreement, including the following: 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 7(d) Termination, or 12(d) Environmental.

8. INSURANCE.

(a) Public Liability. User shall procure and maintain commercial general liability insurance (and, if required to meet limits, commercial umbrella insurance), automobile liability insurance, and worker’s compensation insurance from a company or companies licensed or authorized to do business in the state of Alabama with an A.M. Best’s rating of no less than A-VIII, covering all of User’s operations and activities on the Leased Site, including, but not limited to the operation of vehicles and equipment and including contractual liability and property damage, with limits of liability of $2,000,000.00 per occurrence, and $2,000,000.00 aggregate for commercial general liability insurance, $1,000,000 for automobile liability, and statutory limits for workers’ compensation with an employer’s liability of $1,000,000 each accident/disease/policy limit. Certificates evidencing such insurance shall be furnished to University within ten (10) days following the Commencement Date and, thereafter, upon University's reasonable request. The amounts specified hereunder may be revised every five (5) years to such amounts as University and User may reasonably determine based upon the advice of their respective insurance consultants; provided, however, in all events the parties hereto agree that the insurance limits specified in this Section shall at least be increased in an amount that
reflects the impact of inflation over each such five (5) year period. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Lease or relieve User from any obligations under this Lease. With prior approval from University, User may elect to self-insure any or all of the required commercial general liability and automobile liability insurance. User will provide the most recent audited financials, which will be evaluated by University to determine the financial strength to fund self-insured losses. Should University agree to allow User to be self-insured, the authorization may be withdrawn upon any material change in the financials of User and approval to self-insure by University will subject to an annual review as audited financials are released. User agrees that the University shall not be liable to User or to any third party for any loss of business income or revenues, profits, or consequential damages resulting from or attributable to acts of God, loss of electrical power, loss of telecommunications services, or any other cause that results in an interruption or loss of cellular telephone services provided by User.

(b) Contractor Liability. User shall cause all contractors erecting, installing or maintaining User's Property or performing any other work for User on the Site, to procure insurance coverage from a company licensed or authorized to do business in the state of Alabama in accordance with the coverage limits described above. All policies required herein shall name University and User as additional insured as its interests may appear and shall require that said policy will not be cancelled or the policy limits decreased without thirty (30) days' prior notice to University. Certificates evidencing such insurance and naming User and University as additional insured parties shall be furnished to University and to University's Office of Risk Management (address: P.O. Box 870119, Tuscaloosa, AL 35487-0119) in advance of any work being performed at the Site. User shall be solely responsible and liable to University for User's failure to obtain or deliver to University the required insurance certificates from User's contractor.

(c) Waiver of Certain Damages. Notwithstanding anything to the contrary herein, each Party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other Party.

(d) Waiver of Subrogation. It is understood that all insurance policies required by this Section relating to the Site shall contain an endorsement affecting a waiver of subrogation for the benefit of University and User; provided, however, there shall be no waiver of subrogation as to (i) personal property owned, leased, or controlled by User that is insured in the State of Alabama Department of Risk Management property insurance program or (ii) similar classes of personal property that are owned, leased, or controlled by University. In connection with such endorsements and to the extent that any loss, injury or damage is fully compensated from the proceeds of such insurance policies, University hereby releases User and User hereby releases University from any and all liability for any loss, injury or damage covered by the risk insured against or under this Section 8, notwithstanding such loss or damage shall be due to the fault or negligence of User or University, respectively, or their respective agents, employees, invitees or customers.

9. **EMINENT DOMAIN.**

   (a) Taking Acquisition or Transfer. In the event that the Site (or any portion of the Site necessary for the Tower, guy wires or other appurtenances necessary to User's broadcasting operations) is taken, acquired, transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligations of the parties under this Agreement shall be terminated as of the date the transfer of title to the Site (or any portion thereof) pursuant to such
taking, acquisition or transfer. University shall be entitled to the entire condemnation award. User may claim and recover from the condemning authority an award for User's moving expenses, business dislocation expenses, User's personal property and fixtures in equity to unamortized costs of leasehold improvements paid by User, and all other rights in equity to which User is otherwise entitled, so long as any such award does not diminish the award payable to University. If University determines to build a new tower as replacement for the Tower on the condemned property, University agrees to provide space on the new tower reasonably comparable to the space leased to User pursuant to this Lease on terms reasonably equivalent to the terms of this Lease. User is under no obligation to accept any space provided by University. In the event that this Lease is terminated due to eminent domain proceedings, then User shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this Lease, and, subject to offset or withholding by University to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, User shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the Lease through such date of termination.

10. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, University has provided or will provide User with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. User warrants that its use of the Site will not interfere with those existing radio frequency uses on the Property, 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.

(b) University will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of User or the rights of User under this Agreement. University will notify User in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) University will not, nor will University permit its employees, users, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of User or the rights of User under this Agreement. University will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from User. In the event any such interference does not cease within the aforementioned cure period, University 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) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

11. **INDEMNIFICATION.** User covenants and agrees, at its sole cost and expense, to indemnify and save harmless the University and the University's agents, officers, and employees against and from any and all claims by or on behalf of any person (including User's members and invitees), firm, corporation or governmental authority, arising out of, attributable to or in connection with or arising from the occupation, use, possession, conduct, or management of the Site, including any activities or events done on or about the same, or upon the roads, streets, sidewalks, underground utilities, trees, landscaping, and land immediately adjacent thereto, including, but without limitation, any and all claims for injury or death to persons or damage to
property. User also covenants and agrees, at its sole cost and expense, to save harmless the University and the University's officers, agents and employees from and against all costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action or proceeding is brought against the University or against any of the University's officers, agents or employees, by reason of any such claim, User upon notice from the University, will resist and defend such action or proceeding by qualified counsel.

12. ENVIRONMENTAL.
   (a) University represents and warrants that, except as may be identified in Exhibit A 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 never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. University and User agree that each will be responsible for 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) University and User 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 (a). University agrees to hold harmless and indemnify User from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of University 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 omissions of University during the Term. User agrees to hold harmless and indemnify University from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of User 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 User.

   (c) The indemnifications of this Section 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 will survive the expiration or termination of this Agreement.

   (d) In the event User becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in User’s sole determination, renders the condition of the Site or Property unsuitable for User’s use, or if User believes that the leasing or continued leasing of the Site would expose User to undue risks of liability to a government agency or other third party, User 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 University.

   (e) Parties mutually agree that as long as this Agreement is in effect, User and any User licensee or sublicensee shall operate the Equipment in compliance with the FCC regulations for maximum permissible exposure (MPE) limits for workers and the general public, and in a
manner that will not cause electrical or radio interference to the University’s properly operating research projects/operations or any academic mission, or to other pre-existing tenants or licensee’s properly operating equipment authorized to operate on the University’s property which are in place as of the date of this Agreement.

(f) User agrees, at its cost, to provide at the Site adequate safety and security precautions while User’s vehicles, personnel, and Equipment are on the Site. User also agrees that it shall neither engage in commercial or retail vending of its services and product on the Site nor place advertising signage thereon, except as otherwise required by local, state or federal regulations. User agrees, at its cost and expense, also to provide such fencing or barriers as it deems necessary to prevent persons from gaining unauthorized access to its Equipment that is located at the Site. User shall be solely responsible for protecting and safeguarding its property and equipment that are placed on the Site. User agrees that the University shall have no liability to User for any damage, loss, malicious mischief, vandalism, or theft of User’s Equipment and other property that are placed on the Site.

(g) In the event User fails to comply with any of the terms and conditions specified herein that are applicable to the Equipment, the University may, after providing written notice of such failure, terminate and revoke the permission hereby granted and request User to vacate the Site.

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to User, User and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (“Access”) to and over the Property, from an open and improved public road to the Site, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Site. As may be described more fully in Exhibit A, University grants to User an easement for such Access and University agrees to provide to User such codes, keys and other instruments necessary for such Access at no additional cost to User. Upon User’s request, University will execute a separate recordable easement evidencing this right. University shall execute a letter granting User Access to the Property substantially in the form attached as Exhibit B; upon User’s request, University shall execute additional letters during the Term. University acknowledges that in the event User cannot obtain Access to the Site, User shall incur significant damage. If University fails to provide the Access granted by this Section, such failure shall be a default under this Agreement.

14. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by User will be and remain User’s personal property and, at User’s option, may be removed by User at any time during or after the Term. University covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Site by User will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of University that all improvements of every kind and nature constructed, erected or placed by User on the Site will be and remain the property of User and may be removed by User at any time during or after the Term. User will repair any damage to the Property resulting from User’s removal activities. Any portions of the Communication Facility that User does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of User’s operations at the Site shall be deemed abandoned and owned by University. Notwithstanding the foregoing, User will not be responsible for the replacement of any trees, shrubs or other vegetation. In the event the University determines that it must make repairs, replacements, or alterations to the buildings, structures, or property that include or form a part of
the Site and/or to property or improvements adjacent thereto, then upon notice from the University of that necessity, User promptly will temporarily power down its Equipment during off-peak hours until the University completes the work.

(b) Throughout the execution and following the completion of the permitted activities on the Site, User shall gather up all of its trash and litter from the Site and properly dispose of the same and shall restore the Site to substantially the same condition as existed prior to User’s use including, but not limited to backfill of holes and excavations. If the Site is not restored to substantially the same condition as existed prior to User’s use, User agrees to reimburse the University for all cost and expenses incurred to properly clean-up and restore the Site to its previous condition. The University shall be the sole arbiter of the determination of the original condition. User agrees that the University shall have no liability whatsoever to User or to any third party for any loss, destruction, or damage by any cause whatsoever to any personal property or equipment placed on or brought onto the Site by User.

(c) Title to the Equipment and any other personal property brought by User onto the Site shall remain in User. User, upon the expiration or earlier termination of this Agreement, shall promptly remove the Equipment and all other personal property from the Site.

15. MAINTENANCE/UTILITIES.

(a) User will keep and maintain the Site in good condition, reasonable wear and tear and damage from the elements excepted. University will maintain and repair the Property and access thereto and all areas of the Site where User does not have exclusive control, in good and useable condition, subject to reasonable wear and tear and damage from the elements. University will be responsible for maintenance of landscaping on the Property, including any landscaping installed by User as a condition of this Agreement or any required permit.

(b) User 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 User on the Site. In the event User cannot secure its own metered electrical supply, User will have the right, at its own cost and expense, to submeter from University. When submetering is required under this Agreement, University will read the meter and provide User with an invoice and usage data on a monthly basis. University agrees that it will not include a markup on the utility charges. University further agrees to provide the usage data and invoice on forms provided by User and to send such forms to such address and/or agent designated by User. User will remit payment within forty-five (45) days of receipt of the usage data and required forms. Any utility fee recovery by University is limited to a twelve (12) month period. If User submeters electricity from University, University agrees to give User at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. University acknowledges that User 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 User’s reasonable determination, University agrees to allow User the right to bring in a temporary source of power for the duration of the interruption. University will not be responsible for interference with, interruption of or failure, beyond the reasonable control of University, of such services to be furnished or supplied by University.

(c) University hereby grants to any company providing utility or similar services, including electric power and telecommunications, to User an easement over the Property, from an open and improved public road to the Site, and upon the Site, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Site. Upon User’s or the service company’s request,
University will execute a separate recordable easement evidencing this grant, at no cost to User or the service company.

(d) User shall make all necessary repairs, removals, and replacements to the Equipment, including any alterations required by any governmental authority having jurisdiction over the Equipment, and such repairs and replacements shall be made at User’s sole cost and expense.

16. **RELOCATION OF USER’S SITE.**
   (a) If University determines it necessary to relocate the Communication Facility, University will have the right, subject to the following provisions of this Section, and exercisable at any time after the first five (5) years of the Initial Term and only after providing User with not less than six (6) months’ prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location on the Property or on an alternate location not on the Property as determined in the sole discretion of the University (the “Relocation Site”); provided, however, that: (i) such relocation will be performed exclusively by User or its agents; (ii) such relocation will not unreasonably result in any interruption of the communications service of User on the Property; and (iii) such relocation will not impair, or in any manner alter, the quality of communications service provided by User on and from the Property. University will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement, to User. In the notice, University will identify the proposed Relocation Site to which User may relocate the Communication Facility. University and User hereby agree that a survey (prepared at the sole cost and expense of University) of the Relocation Site (including the access and utility easements) will supplement Exhibit A hereto and become a part hereof, and the Relocation Site shall be considered the Site for all purposes hereunder.
   
   (b) If in User’s reasonable judgment no suitable Relocation Site can be found, User shall have the right to terminate this Agreement upon written notice to University, without penalty or further obligation.

17. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by User to User’s principal, affiliates, subsidiaries of its principal or to any other entity which acquires all or substantially all of User’s assets in the market in which this site is located by reason of a merger, acquisition or other business reorganization, without the consent of the University; provided, however, User or its successor within thirty (30) days of the completion of the merger, acquisition, or other business reorganization give written notice of that transaction and any changes name and address information listed in Notices section below to the University.

18. **NO LEASEHOLD CREATED.** To the extent there is any portion of this Agreement that could be interpreted as creating a lease or leasehold interest between the University and User, that portion of the Agreement is hereby modified. The parties hereto agree that this instrument is neither intended to nor does it grant or convey an estate in the Site or the University’s campus, but rather it is the parties’ intent, and they hereby agree, that this instrument creates a license, which is revocable in accordance with the TERMINATION section hereof, and for all purposes is to be interpreted and construed as such.

19. **TAXES.** User shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against User’s Equipment and other personal property on the Site. User shall pay for any increase in ad valorem real estate taxes,
any, levied against the Site which are directly attributable to the Equipment installed and constructed by User at the Site and which are not separately levied or assessed by the taxing authorities against User or its property and Equipment.

20. **NOTICES.** Any notices required or permitted to be given shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to a party at the party’s respective address set forth below, or at such other addresses as the parties may from time to time designate a written notice given in the manner provided herein:

If to the University:  
Office of Cellular Operations  
Box 870176  
Tuscaloosa, Alabama 35487-0176  
Attn: Andy Maddox  

If to User:  

[Addresses redacted]

21. **MISCELLANEOUS.**  
(a) In the event User fails to comply with any of the terms and conditions specified herein, the University may immediately terminate and revoke the permission herein granted and request User immediately to vacate the Site.  
(b) This agreement shall be governed by the laws of the State of Alabama, without regard to conflict of laws principles.  
(c) This agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.  
(d) This agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein has been relied on by another party in entering into this agreement.  
(e) This agreement may not be amended, modified, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.  
(f) The representatives of User in executing this Agreement warrant that they sign as a properly authorized representative of User and that upon execution of the agreement the User shall be fully bound thereby.
IN WITNESS WHEREOF, User and the University by and through their duly authorized representatives have executed this Agreement on the date and year first above written.

USER: 

By: ____________________________ By:   ______________________________

Cheryl Mowdy
Assistant Vice President for Financial Affairs
The University of Alabama

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corp.

Title _________________________