

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), dated this _____ day of _____, 20____ (the "Commencement Date"), is by and between

_____ (hereinafter the "Owner"), whose Parcel is described on Exhibit "A" and Aspire Networks 1 LLC, dba HIGHLINE, by itself and on behalf of its affiliates (collectively, the "Operator"). Operator and Owner may individually be referred to as a "Party" or collectively as the "Parties."

1. Owner represents and warrants that Owner: (a) is the fee simple owner of the land, improvements, and building which constitute the Private Property (defined below) and has full power and authority to grant to Operator the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to Operator the rights set forth in this Agreement.

2. In consideration of the mutual benefits and obligations set forth herein, Owner grants to Operator and Operator's employees, agents, and contractors a non-exclusive right of entry to the property described on Exhibit A (the "Property"), attached hereto, for the purpose of installing, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, and facilities (collectively, the "System") in order to sell, market, and provide Operator's telecommunication services (collectively, "Services").

3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect indefinitely while Operator (or Assignee of Operator) infrastructure and equipment are located at the Property (the "Term").

4. Owners and other Occupants of the Property, if they desire to receive Services from Operator, shall be charged and billed individually for such Services by Operator. Operator shall be responsible for any and all material damages directly caused to the Property by Operator's installation, operation, maintenance and of the System.

5. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity or person, other than Operator, may use any part of the System. Owner shall not, and Owner shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Operator shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Owner requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably denied, withheld, conditioned, or delayed by Owner. 6. Operator agrees to maintain Commercial General Liability Insurance in accordance with State of Michigan Law.

7. This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof and notice of such assignment is provided to all parties. This Agreement shall attach to the land and be binding in perpetuity upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.

8. Owner reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed in this Agreement.

9. Owner agrees to convey this right of entry in perpetuity, transferring with any sale of the property to future owners.

10. In consideration of \$1 (one dollar), paid to Owner by Operator, the sufficiency of which is acknowledged by the parties.

11. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument. This agreement shall be interpreted under the law of the State of Michigan, with venue in the county in which the Property is situated. This is the entire understanding of the parties. This agreement may only be amended in a writing, signed by all parties. Oral promises are void ab initio.

IN WITNESS WHEREOF, Owner and Operator have executed this Agreement as of the date first written above.

Aspire Networks 1 dba HIGHLINE (Operator):

/s/ _____
Name:
Its:

Date

Owner:

/s/ _____
Name:
Address:

Date

Exhibit A

Commonly known as address (if any):

Tax Parcel ID Number(s):

Description of real property (attach, if known):