6. <u>Interference</u>. Subject to Tenant's right to use the Premises as set forth in Section 3, Tenant shall not otherwise use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with Tenant's use of the Premises or the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that 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 (i) bring a court action to enjoin such interference or (ii) terminate this Lease immediately upon written notice. However, Landlord shall have the superior right to access the real property at all times for purposes of maintenance and repairs of the premises.

## 7. <u>Improvements; Utilities; Access</u>.

- (a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property, and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities within sixty (60) days upon termination of this Lease, weather permitting.
- (b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities including without limitation, the construction of a fence. However, Tenant shall provide Landlord with keys or other necessary means of access to the real property immediately upon completion.
- (c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Premises in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.
- (d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall install separate meters for utilities used on the Property.
- (e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant and Tenant's agents, employ or contractors, an easement ("Easement") for ingress, egress, and access (including access for the purposes described in Section 3) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of