



## Fixed Wireless Lease Agreement

This CONTRACT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Advantage Cellular D/B/A DTC Wireless referred to as "DTC Wireless" and \_\_\_\_\_, hereinafter referred to as "Leaser". FOR AND IN CONSIDERATION of the sum \$ \_\_\_\_\_, DTC Wireless hereby sells and Leaser hereby purchases the following equipment from DTC Wireless:

Account Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

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

Model Phone: \_\_\_\_\_

ESN: \_\_\_\_\_

The Leaser hereby acknowledges that the purchase price for the described equipment is less than the market value of the equipment. A part of the consideration for this purchase is the agreement of the Leaser to remain on cellular telephone service provided by DTC Wireless for a period of \_\_\_\_ (insert 12 or 24 months) from the date of this contract. In the event the Leaser does not remain on DTC Wireless' cellular telephone service for \_\_\_\_ (insert 12 or 24 months), the Leaser agrees to pay to DTC Wireless the difference in the actual market price of the goods purchased and the amount previously paid DTC Wireless under this contract.

The Leaser grants DTC Wireless a security interest in the equipment described herein to secure payment of the Leaser's obligations to DTC Wireless. This security interest shall be void and released upon the Leaser's completion of as a cellular telephone customer of DTC Wireless in good standing.

Any additional amount due DTC Wireless by the Leaser due to the Leaser's failure to remain in service for \_\_\_\_ (insert 12 or 24 months) shall be due immediately upon termination of the service by the Leaser or upon termination by DTC Wireless due to the Leaser's failure to meet its contract obligations to DTC Wireless.

The Leaser will not sell or transfer the equipment described herein to a third party or permit it to be done by another from the date of this contract. Upon the Leaser's default in the performance of any of the Leaser's obligations under this or other contracts executed by the



Leaser, DTC Wireless may exercise its rights of enforcement under the Uniform Commercial Code enforced in the state of Tennessee at the date of this agreement.

Leaser further agrees to maintain the equipment described herein in good repair. DTC Wireless may require the Leaser to make the equipment available to DTC Wireless at a place designated by DTC Wireless in the event of default by the Leaser. If DTC Wireless waives any default by the Leaser and if DTC Wireless remedies any of the Leaser's defaults, such action shall not operate as a waiver of the default or of any earlier or later defaults.

IN WITNESS WHEREOF, the parties have executed this agreement of the day and year first written above,

ADVANTAGE CELLULAR SYSTEMS, INC.D/B/A DTC WIRELESS