

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“**Agreement**”) is made and entered into as of this day of _____, 201_ (the “**Effective Date**”), by and between **TUCSON UNIFIED SCHOOL DISTRICT NO.1 OF PIMA COUNTY, ARIZONA**, a political subdivision of the State of Arizona (“**Lessor**”); and **APC TOWERS, LLC**, a Delaware limited liability company (“**Lessee**”).

Recitals

WHEREAS, Lessor is the owner of that certain parcel of land located at 1050 East 9th Street, also described as APN 124-06-17B, in the County of Pima, State of Arizona, as more specifically described on **Exhibit A** hereto (the “**Property**”); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately 20’x40’ (800 square feet+/-) of ground space (the “**Premises**”), together with easements for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the “**Easements**”) both being approximately located as shown on **Exhibit B** (the Premises and the Easements are collectively referred to herein as the “**Site**”), for the purpose of establishing and maintaining a communications facility for Lessee’s use and that of its subtenants, licensees and customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. Option to Lease.

- (a) In consideration of the payment of \$2,500.00 (the “**Option Fee**”) by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the “**Option**”). The Option has a term of 12 months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the “**Option Period**”). Lessee has the right to extend the Option for one additional term of 12 months (the “**Extended Option Period**”). The Option will automatically be extended for the Extended Option Period unless Lessee provides Lessor with written notice of Lessee’s intent not to extend the Option. Lessee will pay Lessor an additional payment (“**Additional Option Fee**”) of \$2,500.00 within 30 days of the commencement of the Extended Option Period.
- (b) During the Option Period, the Extended Option Period and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee’s expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee’s use of the Site from all applicable government and/or regulatory entities (the “**Government Approvals**”). Lessor hereby irrevocably appoints Lessee or Lessee’s agent as Lessor’s agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee’s use of the Site, including but not limited to land use and zoning applications. During the Option Period, the Extended Option Period and the Term, Lessor agrees to cooperate with Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, to obtain a title report, zoning approvals and variances, conditional-use permits and perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine whether Lessee’s use of the Site will be compatible with the Lessee’s engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, the Extended Option Period and the Term, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents,

materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders, members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, bylaws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer.

(c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

2. Premises. Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, as generally shown in **Exhibit B**, together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)). In connection with Lessor's sale or development of the Property, Lessor may relocate the Premises as well as the Easements, provided that (i) the new location of the Premises (the "**New Premises**") and Easements (the "**New Easements**") shall be subject to Lessee's approval, which approval will not be unreasonably withheld, conditioned or delayed, (ii) the New Premises are able to support the network needs of Lessee and its sublessees and licensees, (iii) such relocation shall be at the sole cost and expense of Lessor, including all costs and expenses of Lessee and its sublessees and licensees which are reasonably necessary to utilize the New Premises, including without limitation reasonable equipment and other improvements, attorneys' fees, and a reasonable rate for internal administrative costs and personnel hours, (iv) access and utilities to the Premises may not be interrupted prior to or during such relocation, (v) Lessee and its sublessees and licensees may continue to utilize the Premises until the Telecommunications Facilities at the New Premises are fully operational and optimized for service. Lessee shall cooperate in good faith with Lessor with respect to such relocation. Prior to performing such relocation, the parties will enter into a reimbursement agreement setting forth the details and timing of such relocation. Within 30 days after such relocation, the parties will enter into an amendment to this Agreement setting forth the New Premises and New Easements, as well as an amendment to the Memorandum of Option and Ground Lease.

3. Permitted Use. The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "**Permitted Use**"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

4. Term. The initial term of this Agreement ("**Initial Term**") is five (5) years, beginning on the date Lessee exercises the Option ("**Commencement Date**"), and expiring as of midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for five (5) additional five (5) year terms (each a "**Renewal Term**"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least 30 days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "**Term**".

5. Rent. Lessee shall pay Lessor an initial monthly rent of \$1,875.00 ("**Rent**"). The Rent is due and payable in advance on the first day of each month during the Term commencing as of the Rent Commencement Date. The "**Rent Commencement Date**" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate)

from the applicable governmental authority for the Telecommunications Facilities or (ii) 90 days from the Commencement Date. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. The Rent for each Renewal Term will be the annual Rent in effect for the final year of the Initial Term or then current Renewal Term, as the case may be, increased by twenty percent (20%).

In addition to the Rent, Lessee shall pay Lessor an amount equal to thirty percent (30%) of the Aggregate License Fees Lessee collects for each of the second, third, fourth or subsequent Wireless Carriers which sublease or license space at the Site from Lessee. For the purposes of this paragraph, whether a Wireless Carrier is the second, third, fourth, etc. shall be based on the total number of Wireless Carriers then utilizing the Site. Each such payment shall be due and payable 30 days following receipt by Lessee of each such Wireless Carrier's respective full monthly lease or license payment, and is conditioned upon the receipt by Lessee of such each such payment. "**Wireless Carrier**" as used herein means any carrier utilizing spectrum licensed by the federal communications commission (FCC) for transmission, emission or reception of voice and/or data services such as T-Mobile, AT&T, Verizon Wireless, Sprint Nextel, MetroPCS or Cricket. For the purposes of this paragraph, the "**Aggregate License Fee**" includes all rents or license fees actually collected from the Wireless Carrier for each calendar month or fractional part thereof during the Term and does not include any reimbursements (such as for utilities or taxes) or for any other work or services provided by Lessee.

6. Interference. Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use. Lessee will cooperate with the Lessor, upon request of the Lessor and at Lessor's cost and expense, to determine if any proposed development of the Property, excluding the Site, by Lessor or its tenants, licensees, invitees or agents would interfere with Lessee's Permitted Use of the Site. If such proposed development would interfere with Lessee's Permitted Use of the Site, then such proposed development shall be modified to avoid such interference and, provided that and subject to the agreement of Lessor and Lessee in writing at such time, Lessee agrees cooperate in good faith to modify the Site and Telecommunications Facilities (as defined in Section 7(a)), at Lessor's cost and expense, to avoid such interference, if possible, provided that in no event shall such modification of the Site and Telecommunications Facilities negatively affect the functionality of the Telecommunications Facilities as existing immediately before such modification.

7. Construction of Improvements.

- (a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the "**Telecommunications Facilities**"). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants,

licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of the Term.

- (b) The Telecommunications Facilities shall be initially configured as substantially set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).
- (c) Lessee is solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.

8. Access. Lessor agrees the Lessee shall have twenty-four (24) hour, seven day-a-week free access to the Premises utilizing the Easement designated for access at all times, subject to the right of Lessor to reasonably require Lessee to check-in with the school office when school is in session or the adjoining fields are in use. Except in case of emergency Lessee shall complete such work during daylight hours. Lessor shall furnish Lessee with necessary means of access for the purpose of ingress and egress to this site, including, but not limited to keys and/or keyed access codes. It is agreed, however, that only authorized engineers, employees or properly authorized contractors, sublessees or licensees of Lessee or persons under their direct supervision will be permitted to enter said Premises. Lessee shall provide Lessor with twenty-four (24) hour notice of Lessee's intent to enter the Premises, except in case of emergency. Lessor shall take all reasonable actions to prevent access to the Premises and any improvements located thereon by any unauthorized persons. Lessee shall furnish Lessor with necessary means of access for the purpose of ingress and egress to the Premises, including, but not limited to keys and/or keyed access codes. Notwithstanding the foregoing, such access shall not include any equipment or equipment cabinets located thereon. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Lessor or persons under their direct supervision will be permitted to enter the Premises. Lessor shall provide Lessee with twenty-four (24) hour notice of Lessor's intent to enter the Premises, except in case of emergency.

9. Utilities.

- (a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, subject to the local utility providing such utilities, install separate meters for utilities used on the Premises.
- (b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

10. Default. Any breach of a material term hereof that is not cured within 30 days from receipt of written notice from the non-breaching party shall constitute a “**Default**”; provided, however, that if efforts to cure such breach are commenced within said 30 day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within 15 days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

11. Termination.

- (a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.
- (b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable.
- (c) Lessee may terminate this Agreement upon 30 days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that the Premises cease to be economically viable as a telecommunications site; and (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

12. Condemnation. If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

13. Indemnification.

- (a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.
- (b) If either party is entitled to indemnification and defense ("**Indemnified Party**") from the other party ("**Indemnifying Party**") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party.

Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

14. Hazardous Substances. Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (“**Hazardous Substances**”) regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (“**Environmental Laws**”). Lessor indemnifies and defends Lessee from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee’s use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Insurance. Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee’s property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessee shall have Lessor named as additional insured on all policies obtained or maintained by Lessee pursuant to this Section 15, except for workers’ compensation policies. Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. Taxes. Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within 30 days from Lessor’s request, any increase in Lessor’s real property taxes which Lessor demonstrates, to Lessee’s satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor’s behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

17. Quiet Enjoyment, Title and Authority.

- (a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.
- (b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee’s rights to or use of the Premises; (iii) the execution and performance of this Agreement will not

violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

- (c) Lessor agrees that, during the Option Period, the Extended Option Period and the Term, Lessee will have the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

18. Notices.

- (a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessee to: APC Towers, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attention: David J. Pierce, Sr. VP Operations
Ref. Site ID: AZ-1353 – TUC Cherry
Telephone: (919) 926-9838 (included for information purposes only and not for notices)
Facsimile: (919) 827-4877 (included for information purposes only and not for notices)

If to Lessor to: Tucson Unified School District No.1
1010 Tenth Street
Tucson, AZ 85719
ATTN: Richard Murillo, District Planner

Telephone: () _____ (included for information purposes only and not for notices)
Facsimile: () _____ (included for information purposes only and not for notices)

- (b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
 - i. Old deed to Property
 - ii. New deed to Property
 - iii. Bill of Sale or Transfer
 - iv. Current Tax Bill
 - v. New IRS Form W-9
 - vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

19. Estoppel, Non-Disturbance and Attornment.

- (a) Lessor will, from time to time, upon not less than 10 days prior written notice from Lessee, to execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any

knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

- (b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in a form reasonably acceptable to Lessee, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment. This Agreement is freely assignable by Lessee to any other party upon written notice to Lessor, without the necessity of obtaining Lessor's consent. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities, and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

21. Right of First Refusal; Rental Stream Offer.

- (a) [Intentionally deleted.]

- (b) If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**") which Lessor desires to accept, Lessor will furnish Lessee with a copy of the Rental Stream Offer. Within 30 days after Lessee receives a copy of the Rental Stream Offer, Lessee may agree in writing to match the terms of the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this section.

22. Further Assurances. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

23. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

24. Waiver of Damages. Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

25. Miscellaneous.

- (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.
- (c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute a Memorandum or Short Form of Ground Lease Agreement in recordable form (see form attached hereto as **Exhibit D**), and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.
- (d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.
- (e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto. Lessor and Lessee hereby agree that as of the Effective Date that certain Contractor or Individual Party – Release and Waiver of Responsibility executed by Lessee dated [REDACTED], 2017 is hereby terminated.
- (f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.
- (g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.
- (h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
- (i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

26. **Confidentiality.** Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, the School Board of the Tucson Unified School District No. 1 of Pima County, Arizona, and as otherwise required may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving 30 days written notice thereof to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Signatures follow on following pages]

Lessor: **Tucson Unified School District No.1 of Pima County,
Arizona a political Subdivision of the State of Arizona**

WITNESS/ATTEST:

By: _____

Name: Bryant Nodine

Title: Director of Planning Services

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF ARIZONA:

COUNTY OF PIMA:

On the _____ day of _____ in the year 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____, Notary Public
My Commission Expires: _____.

Lessee:

WITNESS:

APC TOWERS, LLC

By: _____

Name: David J. Pierce

Title: Sr. VP Operations

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, F. Renee Hedstrom, a Notary Public of Durham County, North Carolina, certify that David J. Pierce personally came before me this day and acknowledged that he is the Sr. VP Operations of APC Towers, LLC, and that he, as Sr. VP Operations, being authorized to do so, executed the foregoing on behalf of APC Towers, LLC.

Witness my hand and official seal this the ____ day of _____, 20__.

F. Renee Hedstrom, Notary Public
My Commission Expires: 12/13/2020

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

Book-Map-Parcel: ◀ 124-06-171B ▶	Oblique Image	Tax Year: 2018 ▼	Tax Area: 0150				
Property Address:							
Street No	Street Direction	Street Name	Location				
1050	E	9TH ST	Tucson				
Taxpayer Information:		Property Description:					
TUCSON SCHOOL DISTRICT NO 1		BUELLS LOTS 9 THRU 15 & PTN ABAND ALLEY BLK 37					
00000- 0000							
Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$487,179	\$140,782	\$627,961	\$627,961	\$94,194
2018	Vacant/Ag/Golf (2)	15.0	\$201,000	\$136,107	\$337,107	\$337,107	\$50,566
Property Information:							
Section:	7						
Town:	14.0						
Range:	14.0E						
Map & Plat:	3/69						
Block:	037						
Tract:							
Rule B District:	2						
Land Measure:	69300.00F						
Group Code:							
Census Tract:	500						
Use Code:	9590 (STATE SCHOOL PROP)						
File Id:	1						
Date of Last Change:	10/13/2009						

Book-Map-Parcel: ◀ 124-06-157A ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:			
Street No	Street Direction	Street Name	Location
1043	E	10TH ST	Tucson

Taxpayer Information:
 TUCSON SCHOOL DISTRICT NO 1
 .
 .
 00000- 0000

Property Description:
 BUELLS LOT 6 & PTN ABAND ALLEY BLK 37

Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$69,597	\$29,139	\$98,736	\$98,736	\$14,810
2018	Vacant/Ag/Golf (2)	15.0	\$78,000	\$28,171	\$106,171	\$103,673	\$15,551

Property Information:	
Section:	7
Town:	14.0
Range:	14.0E
Map & Plat:	3/69
Block:	037
Tract:	
Rule B District:	2
Land Measure:	9900.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	11/8/2005

Book-Map-Parcel: ◀ 124-06-154B ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:

Taxpayer Information:
 TUCSON SCHOOL DISTRICT NO 1
 .
 .
 00000- 0000

Property Description:
 BUELLS LOTS 3 4 5 & PTN ABAND ALLEY BLK 37

Valuation Data:

Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$208,791	\$85,125	\$293,916	\$293,916	\$44,087
2018	Vacant/Ag/Golf (2)	15.0	\$133,000	\$82,297	\$215,297	\$215,297	\$32,295

Property Information:

Section:	7
Town:	14.0
Range:	14.0E
Map & Plat:	3/69
Block:	037
Tract:	
Rule B District:	2
Land Measure:	29700.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	10/13/2009

Book-Map-Parcel: ◀ 124-06-152A ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:			
Street No	Street Direction	Street Name	Location
118	N	PARK AV	Tucson

Taxpayer Information:	Property Description:
TUCSON SCHOOL DISTRICT NO 1 00000- 0000	BUELLS N73' LOTS 1 & 2 & PTN ABAND ALLEY BLK 37

Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$58,349	\$26,192	\$84,541	\$84,541	\$12,681
2018	Vacant/Ag/Golf (2)	15.0	\$58,349	\$25,322	\$83,671	\$83,671	\$12,551

Property Information:	
Section:	7
Town:	14.0
Range:	14.0E
Map & Plat:	3/69
Block:	037
Tract:	
Rule B District:	2
Land Measure:	8300.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	10/13/2009

EXHIBIT B

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B will constitute approval thereof.



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C

SITE PLAN

To be verified by survey prior to Exercise of Option per Paragraph 1(c).



EXHIBIT D

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

[Follows on Next Page]

PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APC Towers, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attn: David J. Pierce

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT ("Memorandum"), made and entered into on this ____ day of _____, 2017, by and between Tucson Unified School District No.1 of Pima County, Arizona a political subdivision of the State of Arizona ("Lessor") whose mailing address is 1010 East Tenth Street, Tucson, AZ 85719 and APC Towers, LLC, a Delaware limited liability company ("Lessee") whose mailing address is 3000 Aerial Center Pkwy, Ste 110, Morrisville, NC 27560, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 201_, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to certain real property (the "Property") and certain premises thereupon, which premises are hereinafter referred to as the "Premises." The Property is described in Exhibit A and the said Premises are shown on Exhibit B attached to this Memorandum.
2. Term. The Initial Term of the Lease is five (5) years beginning on the date of the exercise of the Option (as defined in such Lease) by Lessee to lease the Premises (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for five (5) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Rental Stream Offer. If at any time after the date of the Lease through the expiration or termination of the term, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of rent payments associated with the Lease ("Rental Stream Offer") which Lessor desires to accept, Lessor must furnish Lessee with a copy of the Rental Stream Offer. Lessee has the right within 30 days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease.
6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGES]

LESSOR: **Tucson Unified School District No.1 of Pima County, Arizona**, a political Subdivision of the State of Arizona

By: _____
Name: Bryant Nodine
Title: Director of Planning Services

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF ARIZONA :

COUNTY OF PIMA :

On the _____ day of _____ in the year 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____, Notary Public
My Commission Expires: _____.

LESSEE: APC TOWERS, LLC
a Delaware limited liability company

By: _____
Name: David J. Pierce
Title: Sr. Vice President Operations

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, F. Renee Hedstrom, a Notary Public of Durham County, North Carolina, certify that David J. Pierce personally came before me this day and acknowledged that he is the Sr. VP Operations of APC Towers, LLC, and that he, as Sr. VP Operations, being authorized to do so, executed the foregoing on behalf of APC Towers, LLC.

Witness my hand and official seal this the ____ day of _____, 20__.

F. Renee Hedstrom, Notary Public
My Commission Expires: 12/13/2020

EXHIBIT A TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A to Memorandum of Option and Ground Lease Agreement will constitute approval.

Book-Map-Parcel: ◀	124-06-171B ▶	Oblique Image	Tax Year: 2018 ▼	Tax Area: 0150			
Property Address:							
Street No	Street Direction	Street Name	Location				
1050	E	9TH ST	Tucson				
Taxpayer Information:			Property Description:				
TUCSON SCHOOL DISTRICT NO 1			BUELLS LOTS 9 THRU 15 & PTN ABAND				
.			ALLEY BLK 37				
.							
00000- 0000							
Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$487,179	\$140,782	\$627,961	\$627,961	\$94,194
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Property Information:							
Section:	7						
Town:	14.0						
Range:	14.0E						
Map & Plat:	3/69						
Block:	037						
Tract:							
Rule B District:	2						
Land Measure:	69300.00F						
Group Code:							
Census Tract:	500						
Use Code:	9590 (STATE SCHOOL PROP)						
File Id:	1						
Date of Last Change:	10/13/2009						

Book-Map-Parcel: ◀ 124-06-157A ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:			
Street No	Street Direction	Street Name	Location
1043	E	10TH ST	Tucson

Taxpayer Information:	Property Description:
TUCSON SCHOOL DISTRICT NO 1 00000- 0000	BUELLS LOT 6 & PTN ABAND ALLEY BLK 37

Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
2017	Vacant/Ag/Golf (2)	15.0	\$69,597	\$29,139	\$98,736	\$98,736	\$14,810
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Property Information:	
Section:	7
Town:	14.0
Range:	14.0E
Map & Plat:	3/69
Block:	037
Tract:	
Rule B District:	2
Land Measure:	9900.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	11/8/2005

Book-Map-Parcel: ◀ 124-06-154B ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:

Taxpayer Information:
 TUCSON SCHOOL DISTRICT NO 1
 .
 .
 00000- 0000

Property Description:
 BUELLS LOTS 3 4 5 & PTN ABAND ALLEY BLK 37

Valuation Data:

Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
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2018	Vacant/Ag/Golf (2)	15.0	\$133,000	\$82,297	\$215,297	\$215,297	\$32,295

Property Information:

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Block:	037
Tract:	
Rule B District:	2
Land Measure:	29700.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	10/13/2009

Book-Map-Parcel: ◀ 124-06-152A ▶ [Oblique Image](#) Tax Year: 2018 ▼ Tax Area: 0150

Property Address:			
Street No	Street Direction	Street Name	Location
118	N	PARK AV	Tucson

Taxpayer Information:	Property Description:
TUCSON SCHOOL DISTRICT NO 1 00000- 0000	BUELLS N73' LOTS 1 & 2 & PTN ABAND ALLEY BLK 37

Valuation Data:							
Valuation Year	Legal Class	Assessment Ratio	Land FCV	Imp FCV	Total FCV	Limited Value	Limited Assessed
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Property Information:	
Section:	7
Town:	14.0
Range:	14.0E
Map & Plat:	3/69
Block:	037
Tract:	
Rule B District:	2
Land Measure:	8300.00F
Group Code:	
Census Tract:	500
Use Code:	9590 (STATE SCHOOL PROP)
File Id:	1
Date of Last Change:	10/13/2009

EXHIBIT B TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF PREMISES

Legal description of Premises and Easements may be provided on a Exhibit B to Memorandum Option and Lease Agreement exercise of per Paragraph Initials by and Lessee at bottom of the Exhibit B to Memorandum Option and Lease Agreement will constitute approval



the
be
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Lessor
the
new
of
Ground
thereof.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.