

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of May 12, 2009 is made by and between Royal Street Communications California, LLC, a Delaware limited liability company ("Lessee") and the City of Lake Elsinore, a California municipal corporation ("Lessor").

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 29355 Grand Ave., Lake Elsinore, CA, 92530; Assessor's Parcel Number 391-830-011 ("Lessor's Real Property"). Subject to the foregoing terms and conditions, Lessee desires to lease a portion of Lessor's Real Property with any necessary easements over other portions of Lessor's Real Property and/or shared use of Lessor's easements over other real property necessary for Lessee's access and utilities to the leased area, as depicted on Exhibit "B" attached hereto (the "Premises").

B. Lessee desires to construct and operate a wireless communications site at the Premises, which includes the removal of an existing light pole and use of a new light pole pursuant to the terms of this Lease Agreement.

C. Based on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, in consideration of the Premises set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for the Permitted Uses as set forth in Section 2 subject to the following terms and conditions.

2. **Permitted Uses.**

(a) **Lessee's Facility.** The Premises shall be used by Lessee for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises.

(b) **Light Pole.** Use of the Premises pursuant to this Lease Agreement shall include the removal of an existing light pole (the "Existing Light Pole") and installation of a new light pole as part of Lessee's Facilities (the "New Light Pole") both as shown on Exhibit B. Once removed, Lessee shall deliver the Existing Light Pole to the City Maintenance Yard, located at 521 N. Langstaff Street, Lake Elsinore CA 92530 or such other location within the City of Lake Elsinore as directed by Lessor with notice as provided in Paragraph 22 prior to the start of construction of Lessee's Facilities. During the Term and any Renewal Term (as these terms are further defined herein) of this Lease Agreement, Lessee grants Lessor a license to maintain lights on the New Light Pole (the "Lights") pursuant to the terms of this Paragraph 2(b). Lessee shall install the Lights on the New Light Pole to look and perform in substantially the same manner as lights looked and performed on the Existing Light Pole on the date of its removal, for the benefit of Lessor. Provided the Lights are installed as provided herein, Lessor shall accept the Lights and installation on an "as-is-where-is" basis and disclaims any and all warranties including but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Any maintenance of the Lights requiring Lessor to climb or access the interior of the New Light Pole will require prior notice to Lessee, sufficient to permit Lessee to be present during such maintenance should Lessee so choose. Upon the expiration or earlier termination of this Lease Agreement, Lessee shall have the option, at its sole discretion, to either convey the New Light Pole to Lessor, to re-install the Existing Light Pole and the Lights on the Existing Light Pole (on the conditions that the Existing Light Pole is available and the City approves use of the Existing Light Pole), or install a replacement light pole of substantially similar quality to the Existing Light Pole and install the Lights thereon. Lessor shall accept the New Light Pole, the Existing Light Pole or the replacement light pole (as Lessee so chooses subject to the aforementioned conditions) and its and the Lights' installation thereon, on an "as-is-where-is" basis and disclaims any and all implied warranties, including but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, provided the final product looks and performs substantially as the Existing Light Pole and lights thereon looked and performed on the date that the Existing Light Pole was removed.

3. **Conditions Precedent: Prior Approvals.** Lessee's performance under this Lease Agreement is conditioned upon Lessee obtaining, at no expense to Lessor, all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises ("Required Permits") without conditions which are not standard or typical for premises where wireless communications facilities are located. Prior to the commencement of construction of any improvements on the Premises, Lessee shall, without limitation, apply for and secure all Required Permits, and ensure all costs, charges and fees associated therewith are paid. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for cooperative assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor and upon the express understanding that the execution of this Lease Agreement does not constitute the granting of or a commitment to obtain any required land use permits, entitlements or approvals associated therewith required by Lessor.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date Lessee begins construction of Lessee's Facilities on the Premises or twelve (12) months from the date of full execution of this Lease Agreement, whichever occurs first ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and

conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

5. **Rent.** Prior to the date that Lessee begins construction of Lessee's Facilities on the Premises or within forty-five (45) days following the full execution of this Lease Agreement by both Lessee and Lessor, whichever is earlier, Lessee shall deposit with Lessor the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) which represents the first twelve (12) months' Rent (as defined below) (the "Rental Deposit"). The Rental Deposit shall be held by Lessor as a credit toward the Rent (as defined below) for the first twelve (12) months of this Lease Agreement. Should this Lease Agreement be terminated for any reason other than Lessee default at any time prior to the end of the twelfth (12th) month of this Lease Agreement, Lessor shall refund to Lessee any portion of the Rental Deposit representing the time from the date of termination to the end of the twelfth (12th) month. Beginning on the thirteenth (13th) month of the Term, Lessee shall pay Lessor, in advance, One Thousand Five Hundred Dollars (\$1,500.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the beginning of the thirteenth (13th) month of the Term is other than the first day of a calendar month, Lessee may pay the prorated Rent for the remainder of that 13th month, and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be adjusted as of the fifth (5th) anniversary of the Commencement Date of the Term and of any five (5) year Renewal Term by an increase of fifteen percent (15%) of the Rent paid during the previous Term or five (5) year Renewal Term.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.** Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, Insurance and shall be subject to the indemnity provisions as set forth in Section 20, Indemnifications. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence, Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13, Termination.

7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the

nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Except those constructed by Lessee, Lessor, not Lessee, shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commission's Rules.

8. **Lessee's Work, Maintenance and Repairs.** All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within fifteen (15) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such fifteen (15) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition, free of graffiti, and in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall restore the Premises to its original condition, less ordinary wear and tear and that which is not caused by Lessee, subject to Paragraph 2(b) above; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee more than three (3) feet below grade. The foregoing provision shall survive the expiration, cancellation or termination of this Lease Agreement.

9. **Title to Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Utilities.** Lessee shall have the right to install utilities, as shown on Exhibit B, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities, provided that such utilities are as shown on Exhibit B. Upon Lessee's request, Lessor shall provide licenses or, if necessary to the installation, easement(s) evidencing the right to place

utilities. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

Upon Lessee's request, Lessor shall allow Lessee to install sub-metering equipment on existing Lessor utility service(s) for a period not to exceed six (6) months following the date Lessee begins construction of Lessee's Facilities on the Premises. Lessee agrees to install, at Lessee's cost, the required equipment, meters and connections and will reimburse Lessor for Lessee's use of utilities at a rate equal to Lessor's unit cost for the utilities. Lessee shall pay the cost of utility service provided to the Premises and attributable to Lessee's use ("Utility Charge"). Lessee shall pay the estimated cost of the Utility Charge monthly in advance with the Rent. The parties estimate the Utility Charge at the commencement of construction to be Two Hundred Fifty Dollars (\$250.00) per month. During the term of this Lease Agreement, at Lessor's request (which request shall not be more frequent than twice), Lessee shall calculate the actual Utility Charge based on the readings from the privately installed sub-meter at Lessor's property. If the actual Utility Charge varies from the estimated Utility Charges paid, the parties shall reconcile past payments of utility charges and adjust future estimates of the Utility Charge to reflect Lessee's actual usage.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exists on Lessor's Real Property on the effective date of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above, provided, however, that Pre-Existing Communications shall not be deemed interference. Interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to Lessor's Real Property, provided however, that Lessee shall pay any possessory interest taxes levied against Lessee's interest in the Premises. This provision constitutes written notice to Lessee pursuant to California Revenue and Taxation Code section 107.

13. Termination. This Lease Agreement may be terminated by Lessee effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason.

This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities ("Permits"), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

14. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph prior to entry upon the Premises.

17. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee or to any entity whose business is the ownership of telecommunication towers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee may assign or transfer this Lease Agreement upon written notice to Lessor provided that any such

assignee assumes all of Lessee's obligations hereunder. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. **Subleases.** Lessee shall have no right to sublet, sublicense or otherwise transfer all or any part of the Premises except as provided in Section 17.

19. **Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.**

(a) Lessor represents that Lessor owns the Lessor's Real Property in fee simple and has rights of access thereto and that Lessor's Real Property is free and clear of all liens, encumbrances and restrictions except those of record as of the date of this Lease Agreement.

(b) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(c) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee's liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(d) At any time upon not less than ten (10) days' prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. **Indemnifications.**

(a) Lessee's Indemnity. Lessee shall indemnify, defend, and hold Lessor, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), arising out of or connected with Lessee's or its agent's, contractor's, guest's or invitee's use of the Premises, except to the extent Claims arise out of (i) the sole negligence or willful misconduct of Lessor, its employees, successors and assigns; (ii) violation of law by Lessor that is the sole cause of the damage; or (iii) breach of any duty or obligation by Lessor under this Lease Agreement that is the sole cause of the damage.

(b) **Lessor's Indemnity.** Lessor shall indemnify, defend, and hold Lessee, its employees, successors and assigns harmless from and against any and all Claims, arising out of or connected with Lessor's Real Property to the extent caused solely by Lessor due to (i) the negligence or willful misconduct of Lessor; (ii) violation of law by Lessor; or (iii) breach of any duty or obligation by Lessor under this Lease Agreement.

(c) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

21. **Hazardous Materials.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

22. **Notices and Deliveries.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530-4109
Attn: City Manager
Telephone: (951) 673-3124

With a copy to: Director of Parks and Recreation
130 S. Main Street
Lake Elsinore, CA 92530-4109

Lessee: Royal Street Communications California, LLC
2913 El Camino Real # 561
Tustin, CA 92782
Attn: Property Manager
Telephone: (714) 730-3100

With a copy to: Royal Street Communications
2435 N. Central Expressway, #1200
Richardson, TX 75080
Attn: Property Manager

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Miscellaneous.

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the

subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

LESSOR:

The City of Lake Elsinore,
a California Municipal Corporation

By: [Signature]
Robert Brady, City Manager

Date: 5/18/09

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

LESSEE:

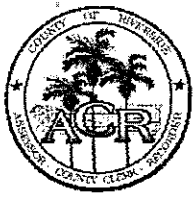
Royal Street Communications California, LLC,
a Delaware limited liability company

By: [Signature]
(Signature) **Christine Bryden**

Print Name: **Network Development Manager**

Title: _____

Date: 4/28/09



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

The signature page of this document for the City of Lake Elsinore is Page 11

The City Clerk of the City of Lake Elsinore, California is responsible for the City Seal. The Seal is embossed and contains the following wording:

City of Lake Elsinore
Incorporated 1888

Date: 05/20/2009

Signature: Debora Thomsen

Print Name: Debora Thomsen

EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

to the Lease Agreement dated May 12, 2009, by and between the City of Lake Elsinore, as Lessor, and Royal Street Communications California, LLC, a Delaware limited liability company, as Lessee.

Lessor's Property of which Premises are a part is described as follows:

Assessor's Parcel Number: 391-830-011

All that certain real property located in the County of Riverside, State of California, being more particularly described as follows: a portion of

Parcel 4 of Parcel Map 25347 as shown by map on file in book 162 pages 76 through 78, inclusive of Parcel Maps, records of Riverside County.

Excepting therefrom those portions conveyed to the Riverside County Flood Control and Water Conservation District by deeds recorded March 13, 2002 as Instrument No. 02-129208 and 02-129209 of Official Records.

(End of Legal Description)

as shown on Exhibit B.



EXHIBIT B

DESCRIPTION OF PREMISES

to the Lease Agreement dated May 12, 2009, by and between the City of Lake Elsinore,, as Lessor, and Royal Street Communications California, LLC, a Delaware limited liability company, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's lease area, light pole, conduits, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

See the attached drawings dated 1.29.09, Sheets C-1 and C-2 and drawings dated 2.26.09, Sheets A-1, A-2, A-3 and A-4, identified with Site Name: McVicker Light Pole and Site Number: LA3409A, prepared by Connell Design Group, LLC.

In addition to the approximately 300 square feet depicted on the attached drawings, the Premises also includes any necessary airspace for antennas and support structures.

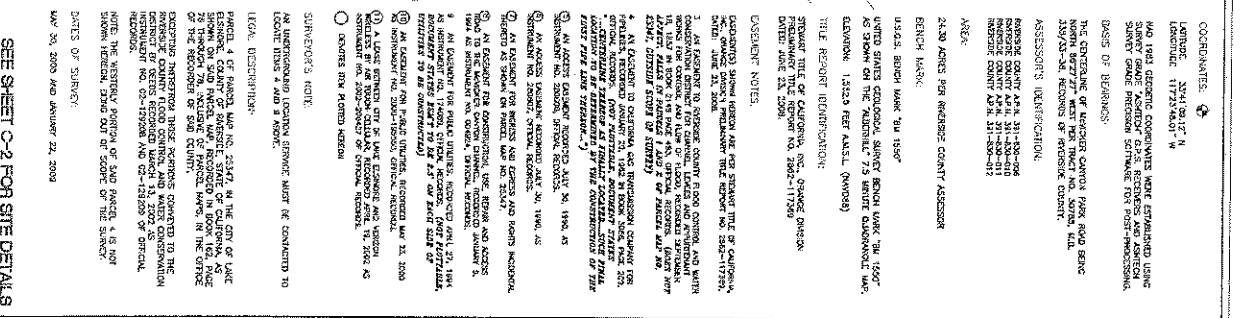
(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)



Site No.: LA3409A
Site Address: 29355 Grand Ave., Lake Elsinore, CA, 92530
Execution Copy 3.31.09


Page 13 of 15

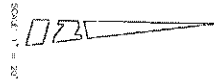




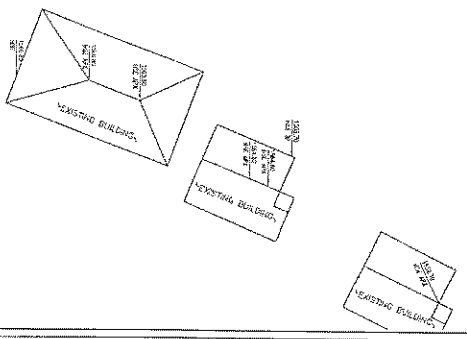
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|--|--|--|--|
| Royal Street Communications California, LLC 2913 E. CAMINO REAL, #561 IRVINE, CA 92617 | | PROJECT INFORMATION: L34309A McMONKIE LIGHT POLE 23355 GRAND AVE. LAKE ELSTON, CA 92530 ORDER ISSUE DATE: 01/29/09 | |
| REVIEWER: DATE: 01/29/09 DESCRIPTION: 17-1 1) 06/05/08 ISSUED FOR REVIEW CM 2) 06/04/08 AGED TITLE INFO, BH 3) 01/29/09 ASSESS TOPO & LANDS 4) 02/24/08 REVISID TITLE INFO, JA 5) 02/24/08 REVISID TITLE INFO, JA 6) 02/24/08 REVISID TITLE INFO, JA 7) 02/24/08 REVISID TITLE INFO, JA 8) 02/24/08 REVISID TITLE INFO, JA 9) 02/24/08 REVISID TITLE INFO, JA 10) 02/24/08 REVISID TITLE INFO, JA | | FIELD ENGINEER: DATE: 01/29/09 DESCRIPTION: 17-1 1) 06/05/08 ISSUED FOR REVIEW CM 2) 06/04/08 AGED TITLE INFO, BH 3) 01/29/09 ASSESS TOPO & LANDS 4) 02/24/08 REVISID TITLE INFO, JA 5) 02/24/08 REVISID TITLE INFO, JA 6) 02/24/08 REVISID TITLE INFO, JA 7) 02/24/08 REVISID TITLE INFO, JA 8) 02/24/08 REVISID TITLE INFO, JA 9) 02/24/08 REVISID TITLE INFO, JA 10) 02/24/08 REVISID TITLE INFO, JA | |

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| EDGE COMMERCIAL DESIGN GROUP, LLC 4400 KINGSWAY DRIVE, SUITE 100 COSTA MESA, CA 92626 (949) 752-8800 FAX (949) 752-8801 WWW.EDGEDESIGN.COM | | BERNARD HAZEN ASSOCIATES, INC. 3105 714 957-1527 OFFICE 714 957-1528 FAX | |
| DRAWN BY: CUK CHECKED BY: AGF CWC DR BH | | SHEET NUMBER: 1 OF 1 SHEET TITLE: TOPOGRAPHIC SURVEY | |



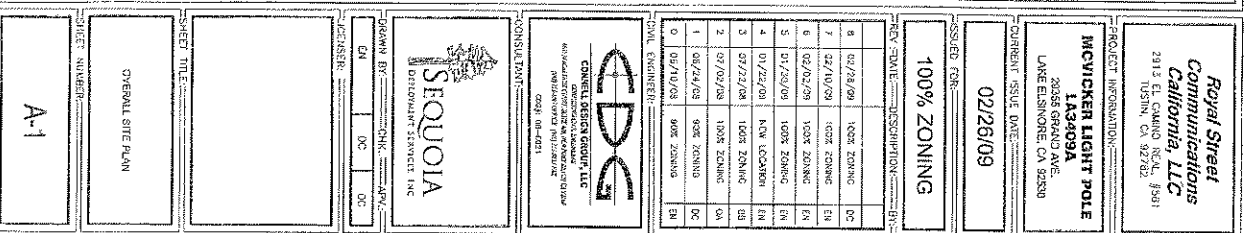


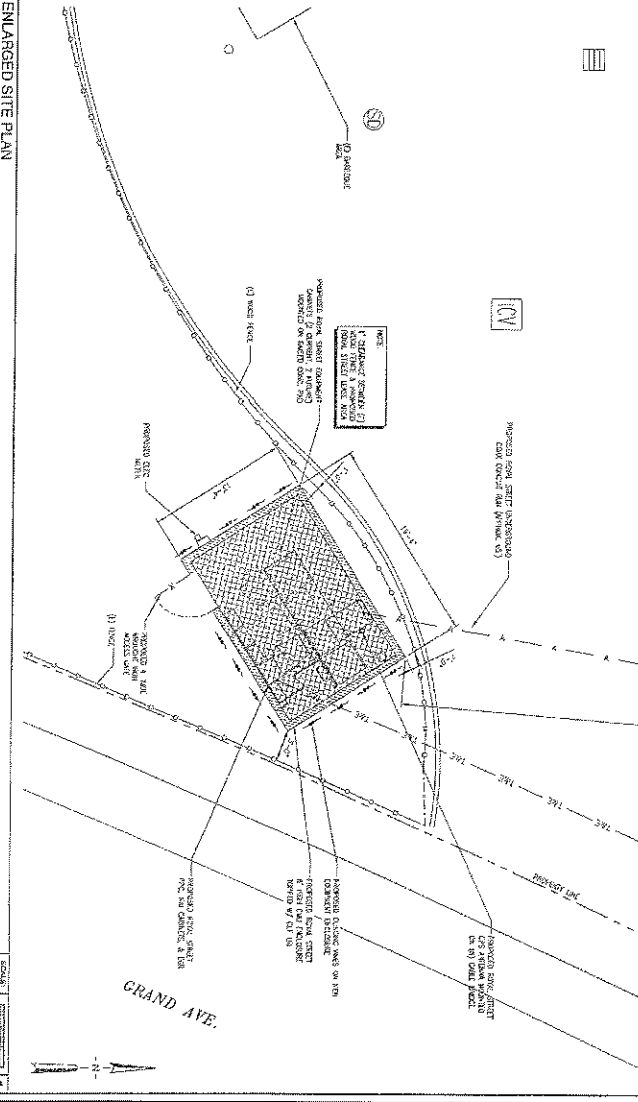
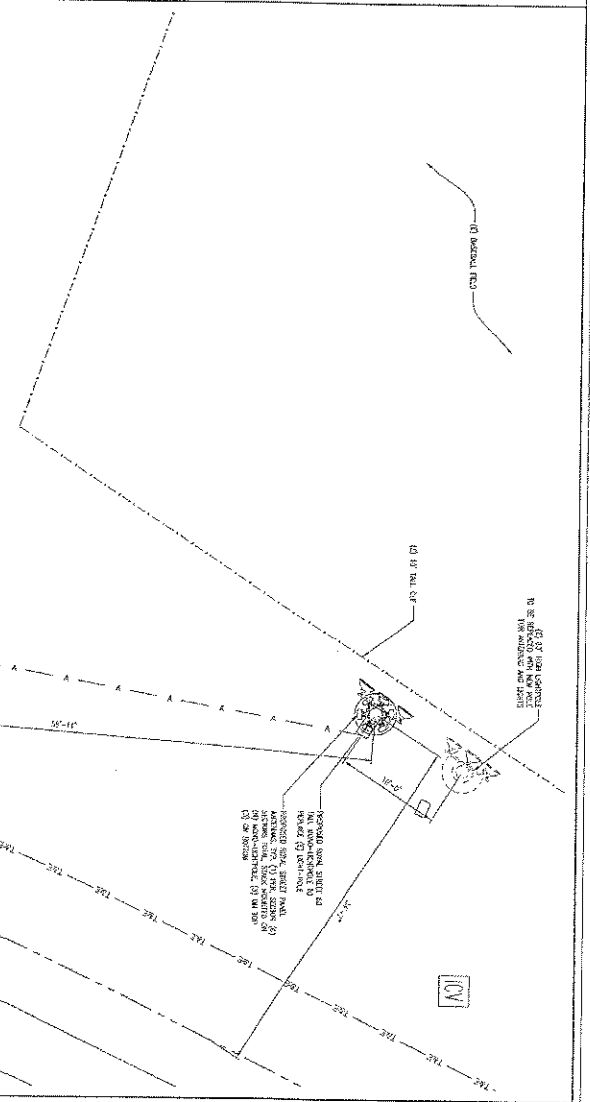
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SEE SHEET C-1 FOR BOUNDARY AND TITLE INFO.

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| Royal Street Communications California, LLC 2913 EL CAMINO REAL, #561, TUSTIN, CA 92782 | |
| PROJECT INFORMATION: LA3409A MCKICKER LIGHT POLE 2913 EL CAMINO REAL, #561, TUSTIN, CA 92782 | |
| CURRENT ISSUE DATE: 01/29/09 | |
| SHEET FOR: REVIEW | |
| NOT DATE CLASSIFICATION: 1 05/05/05 ISSUED FOR REVIEW CM 2 08/04/08 ADDED TITLE INFO BH 3 01/29/09 QD, EXCL, EXHAUST, Y 4 07/29/09 REVISED TITLE INFO, JA | |
| CIVIL ENGINEER: CDG CONNET DESIGN GROUP, LLC 4400 BAYVIEW BLVD, SUITE 200 TUSTIN, CA 92782 TEL: 714.557-1000 FAX: 714.557-1001 WWW.CONNETDESIGN.COM | |
| CONSULTANT: BEHN HAYS AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 3001 ACADIA AVENUE, SUITE K1 COSTA MESA, CA 92626 TEL: 714.557-1000 FAX: 714.557-1001 WWW.BEHNHAYS.COM | |
| OWNER: CDG 3001 ACADIA AVENUE, SUITE K1 COSTA MESA, CA 92626 TEL: 714.557-1000 FAX: 714.557-1001 WWW.CONNETDESIGN.COM | |
| DESIGNER: CDG 3001 ACADIA AVENUE, SUITE K1 COSTA MESA, CA 92626 TEL: 714.557-1000 FAX: 714.557-1001 WWW.CONNETDESIGN.COM | |
| SHEET TITLE: TOPOGRAPHIC SURVEY | |
| SHEET NUMBER: C-2 | |

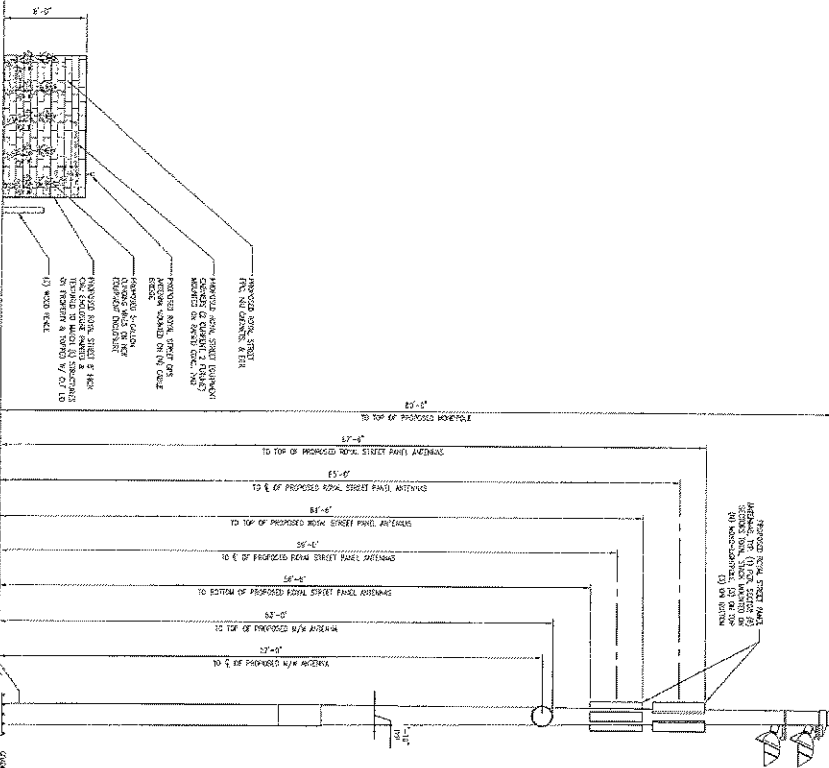
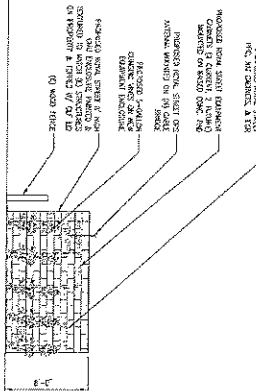




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|--|----------|--|----|--|----------|---|----|--|--|
| Royal Street Communications California, LLC 2813 EL CAMINO REAL, #2601 TUSTIN, CA 92782 | | Product Information MCWRIGHT LIGHT POLE 2800 LL3405A LARGE ELBOWED, PA, 16500 | | Current Issue Date 02/26/09 | | Issued For 100% ZONING | | Item Name - Description - Item ID | |
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|  <p>CEDC COUNCIL REGION GROUP, LLC 444 LOCKPORT AVENUE, SUITE 200 WESTPORT, MISSOURI 64085 (816) 644-4329</p> | <p>CONSULTANT</p> |  <p>SEQUIOIA ENVIRONMENTAL SERVICES, INC.</p> | <p>OWNER</p> <p>CHAMBERLAIN ST. CHURCH</p> <p>CE CH CH CH</p> <p>DC DC DC DC</p> | <p>SHEET TITLE</p> <p>ENLARGED SITE PLAN, AND EQUIPMENT LAYOUT</p> | <p>SHEET NUMBER</p> <p>A2</p> |
|--|--------------------------|--|---|---|--------------------------------------|

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/24/2011 BY 60322



1

NORTHEAST ELEVATION:

2

**Royal Street
Communications
California, LLC**
2913 EL CAMINO REAL, #301
RUSTIN, CA 92782

MCVICKEN LIGHT POLYESTER
1-800-440-0000

— SURRINTA IKSUF, DATE:

100% ZONING

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CIVIL ENGINEER

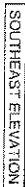
CDC
CONNELL DESIGN GROUP, LLC
 2000 UNIVERSITY AVENUE, SUITE 200, BOSTON, MA 02118
 (617) 267-0000 FAX (617) 267-0001
 CDC@CDC-001

| | | |
|----|----|----|
| EN | DC | DC |
|----|----|----|

NORTH & EAST ELEVATIONS

34

ALL RECORDS SHALL BE PAID IN FULL
ON DAY TO MONTH 2011



NORTHWEST ELEVATION

A scale bar labeled "SCALE" with markings for 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100. To the right of the scale bar is a north arrow pointing upwards.

LA3409A
2935 GRAY AVE.
LAKE ELSINORE, CA 92530

100% ZONING

[illegible]

CEDECI
CORRELL DESIGN GROUP, LLC
CORRELL DESIGN GROUP, LLC
NBS ARCHITECTS, CORRELL DESIGN GROUP, LLC
P.O. BOX 1000, CORRELL DESIGN GROUP, LLC
CORRELL DESIGN GROUP, LLC

| | | | | |
|-----------------|----|----|-------------|-------------|
| DRAWN BY: _____ | | | CHK.: _____ | APV.: _____ |
| EN | DC | DC | | |

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NORTH & EAST ELEVATIONS

A-4

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Royal Street Communications California, LLC

ADDRESS

ADDRESS

Attn.: Property Manager

This Memorandum of Agreement is entered into on this ____ day of _____, _____, by and between the City of Lake Elsinore, a(an) _____, with an office at 130 S. Main Street, Lake Elsinore, CA, 92530-4109 (hereinafter referred to as "Lessor"), and Royal Street Communications California, LLC, a Delaware limited liability company, with an office at 2913 El Camino Real, # 561, Tustin, CA 92782 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the ____ day of _____, _____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on _____, or _____, whichever first occurs ("Commencement Date") and terminating on the _____ anniversary of the Commencement Date, with _____ (_____) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

the City of Lake Elsinore,
a(an) _____,

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Royal Street Communications California, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

State of California)
County of _____)

On _____ before me, _____, Notary Public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

State of California)
County of _____)

On _____ before me, _____, Notary Public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____