

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“*Lease*”) is made effective this ____ day of _____, 2019, by and between City of Lake Elsinore, a California municipal corporation (“*Landlord*”), and PTI US Towers II, LLC, a Delaware limited liability company (“*Tenant*”).

WHEREAS, the Landlord owns certain real property located at 29355 1/2 Grand Avenue, Lake Elsinore, California 92530 and which is more particularly described in attached **Exhibit A** (the “*Property*”);

WHEREAS, New Cingular Wireless PCS, LLC (“*AT&T*”), through Tenant as AT&T’s attorney-in-fact, are parties to that certain Communications Site Lease Agreement, dated as of August 5, 1996 (as amended, the “*Master Lease*”) for the lease of a portion of the Property (such portion is further described on **Exhibit B-1** attached hereto (the “*Master Premises*”));

WHEREAS, pursuant to the terms of the Master Lease, Tenant is subleasing a portion of the Master Premises to AT&T, among others and AT&T wishes to expand its occupancy of the Master Premises into the portion of the Property (together with a non-exclusive license during the term of such lease for ingress and egress and the installation and maintenance of utilities), approximately located as shown in **Exhibit B-2** (the “*Premises*”); and

WHEREAS, in order to permit AT&T to expand such occupancy, Landlord and Tenant desire to enter into this Lease for purposes of allowing Tenant to sublease the Premises to AT&T.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** This Lease shall commence upon the Commencement Date (as hereinafter defined), which shall be confirmed in writing from Tenant to Landlord and shall continue through the date that is the last day of the month in which the thirtieth (30th) anniversary of the Commencement Date occurs (such period, the “*Term*”). As used herein, the term, “*Commencement Date*” shall mean the date that all of the following has occurred: Landlord and Tenant have fully executed and delivered this Lease and all documents and instruments contemplated by this Lease to be executed and delivered, (ii) AT&T installs its wireless equipment on the improvements forming a part of the Premises, and (iii) AT&T begins paying rent to Tenant, as a result of the sublease of the Premises to AT&T.
2. **RENT.** Upon the Commencement Date, Tenant shall pay Landlord or designee, as rent, a one-time payment of One Hundred Forty-Two Thousand and 00/100 Dollars (\$142,000.00) (“*Rent*”).
3. **USE.**
 - (a) The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, modification, repair, removal or replacement of related facilities, including, without limitation, a tower and base, antennas, microwave dishes, equipment shelters and/or cabinets, and related equipment and activities.
 - (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions within the Premises. Tenant may trim and cut all tree limbs adjacent to the Premises which may interfere with or fall upon the Tenant’s assets, equipment, or the Premises, provided that Tenant uses a licensed arborist as approved by Landlord and Tenant provides prior notice to Landlord. Landlord grants Tenant a non-exclusive license in, over, across, and through the Property as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities (as hereinafter defined). If at any time after the Initial Term of this Lease, the Federal Aviation Administration (“*FAA*”), Federal Communications Commission (“*FCC*”), or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant’s use of the Premises, or any communications tower or equipment located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant’s Intended Use (as hereinafter defined) of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant’s Intended Use, Tenant shall have the right to terminate this

Lease upon written notice to Landlord, in accordance with Sections 8 and 22, without liability of either party in connection therewith, provided that such a termination would not relieve a party of any liability it would otherwise have for a breach of this Lease nor shall it relieve the Tenant of the obligations to restore the premises in accordance with Section 4(b).

(c) Tenant's use of the Premises shall be in compliance with all applicable federal, state, and local laws, rules, and ordinances, including environmental laws. Tenant shall indemnify Landlord for any damages, losses, costs, and expenses (including reasonable attorney's fees) resulting from Tenant's failure to comply with any applicable laws.

4. IMPROVEMENTS, ACCESS, AND UTILITIES.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property, and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, a tower and base, equipment shelters and/or cabinets, and related cables and utility lines, and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "***Tower Facilities***"), to facilitate the use of the Premises as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and Internet transmissions and for other uses which are incidental to the transmission and receipt of communications signals (the "***Intended Use***"). Tenant shall have the right to alter, replace, expand, enhance, and upgrade the Tower Facilities within the Premises at any time during the Term of this Lease; provided that all such improvements must be contained within the Premises, must be consistent with the Intended Use, must be constructed in compliance with all applicable laws and ordinances, including the rules and regulations of the FCC and FAA and the City of Lake Elsinore, all appropriate permits must first be obtained, and there will be no interference with Landlord's or its tenants' use of the Property. Tenant shall cause all construction and installation to occur lien-free and shall discharge or bond any mechanic's lien filed or recorded. Tenant, at Tenant's expense, shall keep and maintain the Tower Facilities and the Premises, including any fencing or other improvements, in neat and safe condition, free of graffiti, and in compliance with all applicable codes and governmental regulations. Tenant shall promptly make all necessary repairs to the Tower Facilities and the Premises, including any fencing or other improvements, except for damages caused by Landlord, its employees, agents, contractors or subcontractors. The Tower Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Tower Facilities at any time during the Term of this Lease; provided, however, Tenant shall restore the Premises consistent with the obligations in Section 4(b) hereinbelow.

(b) Tenant shall remove the Tower Facilities within 180 days following the termination or expiration of this Lease or upon abandonment of the Tower Facilities, and shall repair and restore the Premises to as near as practicable the condition as existed prior to installation, normal wear and tear and casualty excepted. Any personal property of Tenant remaining on the Property after this 180 day period set for its removal, without Tenant paying Rent, shall be deemed abandoned and ownership shall vest in Landlord and Landlord may remove such personal property at the expense of Tenant. For purposes of this Section 4(b), Tenant shall be deemed to have abandoned the Tower Facilities in the event of a cessation of use of a period of sixty (60) days. The foregoing provisions shall survive the expiration or termination of this Lease.

(c) Tenant shall have the right to install utilities, at Tenant's expense, the location of which requires Landlord's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Tenant shall have the right to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators within the Premises, or elsewhere on the Property in such locations as reasonably approved by Landlord). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant, and Tenant agrees to reimburse Landlord for the portion of utilities used by Tenant and its subtenants obtained from or billed to Landlord, whether or not a separate meter is installed. Landlord shall diligently correct any variation, interruption, or failure of utility service, however, Landlord shall not be liable for damages for any interruption or failure of utility service.

(d) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive license in, under, and across the Property for ingress, egress, utilities, and access, including access for the purposes described in this Section 4 and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and access to service the Premises and the Tower Facilities at all times during the Term of this Lease (collectively, the "***Licenses***"). The Licenses provided hereunder shall have the same term as this Lease. Nothing in this Lease shall be construed to grant Tenant any

easement rights with respect to the Property. Tenant, and its guests, agents, customers, lessees, licensees, and assigns shall have the exclusive right to use the Premises, and shall have the non-exclusive right to use the Licenses for access to the Premises, seven (7) days a week, twenty-four (24) hours a day at all times during the Term of this Lease at no additional charge to the Tenant.

5. ASSIGNMENT AND SUBLEASING.

(a) Tenant shall not assign this Lease and the Licenses without the prior written consent of the Landlord and such consent will not be unreasonably withheld, conditioned or delayed; provided, however, this Lease and the Licenses may be assigned by Tenant without Landlord's consent to any entity which (i) is a parent, subsidiary or affiliate of Tenant, (ii) controls or is controlled by or under common control of Tenant, (iii) is merged or consolidated with Tenant, or (iv) purchases more than 50% ownership interest in or to the assets of Tenant. Tenant shall provide notice to Landlord within thirty (30) days following any such assignment by Tenant. Upon assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease.

(b) Tenant may sublease the Premises, including any communications tower located thereon, with the prior notice to Landlord. Any sublease entered into by Tenant shall be subject to the provisions of this Lease.

(c) Upon written notice to Landlord, Tenant may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, the "*Secured Parties*"). In such event, if requested by Tenant in writing, Landlord agrees to execute such consent to such financing as may reasonably be required by such Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant, pursuant to the notice requirements in Section 22, and Tenant's Secured Parties simultaneously, of any default by Tenant and termination of this Lease.

(d) Landlord may assign this Lease without the prior notice to or consent of Tenant, so long as the assignee fully assumes all duties and obligations of Landlord under this Lease and is the fee owner of the Property. Landlord shall provide notice to Tenant within thirty (30) days following any such assignment by Landlord. After the effective date of the assignment, Landlord will be relieved of all liabilities and obligations hereunder attributable to periods from and after the effective date of such assignment.

- 6. TAXES.** Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, so long as this Lease has not expired of its own terms or is not terminated by either party, Tenant shall pay any personal property tax, real property tax or any other taxes or fees which are directly attributable to the presence or installation of the Tenant's Tower Facilities or this Lease, including without limitation possessory interest taxes levied against Tenant's interest in the Premises. This provision constitutes written notice to Tenant pursuant to California Revenue and Taxation Code Section 107.6. Landlord hereby grants to Tenant the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 6.

7. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the Term set out herein. Landlord covenants and warrants that the execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease.

- (b) Subject to Tenant's obligations set forth in Section 6, Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances caused by Landlord.
- (c) During the Term of this Lease and any extension thereof, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all Governmental Approvals, including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, and land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property.
- (d) Landlord shall use reasonable efforts to not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any part of the Tower Facilities on the Premises to be in nonconformance with applicable local, state, or federal laws.
- (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access (if any) from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.
- (f) With respect to the Premises, except as disclosed to Tenant prior to the execution hereof, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and, to Landlord's knowledge, there are no parties (other than Landlord) in possession of the Premises.
- (g) It is intended that the description and diagram of the Premises and Tower Facilities attached hereto accurately reflect the communications tower and accordingly the parties agree that, if such description and diagram are established to be inaccurate in any material respect, the parties will negotiate in good faith to revise the description and diagram of the Premises and Tower Facilities attached hereto to accurately reflect the intent of the parties. At Tenant's discretion, the description of the Premises as shown on a survey performed at Tenant's request may replace Exhibit B-2 of this Lease.
- (h) Tenant is duly organized, validly existing and in good standing under the laws of the State of Delaware and the person(s) executing this Lease and all other documents or instruments to be executed and delivered pursuant hereto on behalf of Tenant are authorized to execute and deliver the same and all actions required under Tenant's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Lease and all other documents or instruments to be executed and delivered pursuant hereto, have been duly taken and that this Lease constitutes a valid and binding obligation of Tenant, enforceable in accordance with its terms.
- 8. DEFAULT, TERMINATION, AND REMEDIES.** Except as otherwise provided herein, this Lease may be terminated as follows:
- (a) Upon thirty (30) days' written notice by Tenant if the Property or the Tower Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Tower Facilities or the communications system to which the Tower Facilities belong.
- (b) Upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or Tower Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons.
- (c) Upon thirty (30) days' written notice by Tenant to Landlord as a result of the loss of all subtenants or licensees operating upon the Tower Facilities.
- (d) Immediately, if, prior to the Commencement Date, if Tenant provides notification to Landlord of (i) AT&T's decision not to occupy the Premises or enter into any sublease or license with Tenant with respect thereto, (ii)

unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Tower Facilities on the Premises, or (iii) Tenant's inability to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Tower Facilities or Tenant's business. In the event of termination by Tenant pursuant to this subparagraph, Tenant and Landlord shall be relieved of all further liability hereunder and the obligation to pay the Rent.

(e) Immediately upon written notice by Tenant if the Premises or the Tower Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Tower Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction.

(f) At the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. INDEMNITIES.

(a) Landlord, its grantees, successors, and assigns will indemnify, defend, and hold harmless Tenant, its affiliates, successors, assigns, officers, directors, shareholders, employees, and agents from and against all claims, damages, losses, expenses, costs, obligations, and liabilities (including reasonable attorneys' fees and court costs) which may arise out of any injury to or death of any person, or any damage to property, arising out of or connected with the Premises to the extent caused solely by Landlord due to (i) the negligence or willful misconduct of Landlord or its employees, agents or contractors; (ii) violation of law by Landlord or its employees, agents or contractors; or (iii) breach of any duty or obligation by landlord or its employees, agents or contractors under this Lease.

(b) Tenant, its grantees, successors, and assigns will indemnify, defend, and hold harmless Landlord, its affiliates, successors, assigns, officers, directors, shareholders, employees, and agents from and against all claims, damages, losses, expenses, costs, obligations, and liabilities (including reasonable attorneys' fees and court costs) which may arise out of: (i) any injury to or death of any person, or any damage to property, arising out of or attributable to or resulting from the actions or omissions of Tenant, or its employees, agents, or contractors; or (ii) any material breach of any of its obligations, covenants, or warranties contained herein. Tenant shall not, however, be required to indemnify Landlord to the extent such claims or damages are due to or caused by the sole negligence or willful misconduct of Landlord or its employees, agents, or contractors.

10. INSURANCE. Tenant shall maintain at its own cost and expense:

(a) Commercial General Liability insurance with a minimum limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate, including premises, operations liability, personal and advertising injury liability, fire legal liability, contractual liability, and products/completed operations liability. The amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder.

(b) Commercial Automobile Liability insurance on all owned, non-owned and hired automobiles with a combined single minimum limit of \$5,000,000 each accident for bodily injury and property damage.

(c) Workers' Compensation insurance providing the statutory benefits and Employer's Liability coverage with a minimum limit of \$1,000,000 each accident/disease/policy limit.

(d) Excess/Umbrella Liability insurance, with a limit of \$1,000,000 per occurrence and aggregate, providing coverage above the primary Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance.

Tenant will include the Landlord as an additional insured as its interest may appear under this Lease on the Commercial General Liability, Commercial Automobile Liability, and Excess/Umbrella Liability insurance policies. All such insurance policies obtained by Tenant shall be issued by insurance companies that are authorized to do business in the state where the Premises are located and have a current A.M. Best Company rating of not less

than A-/VII. Tenant shall provide Landlord at least thirty (30) days' prior written notice of cancellation or non-renewal of such insurance. Tenant's insurance shall provide primary coverage to Landlord with respect to claims arising from Tenant's use of the Premises under this Lease. All insurance policies shall include a waiver of subrogation and of any right of the insurers to any set-off or counterclaim or any other deduction with respect to any liability of such party insured under any such policy against Landlord. Tenant shall provide evidence of such insurance coverage by delivering to Landlord, on or before the Commencement Date and thereafter if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks. Tenant is responsible for maintaining property insurance on its own Tower Facilities, except for damages caused by the negligence or willful acts of the Landlord, or its employees, agents or contractors.

11. INTERFERENCE.

(a) During the Term of this Lease, Landlord will need the prior consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed, to enter into any ground lease, license, or easement with respect to any property of Landlord that is adjacent to the Premises for the same purpose as the Intended Use contemplated in Section 4 herein. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any property of Landlord that is adjacent to the Premises or Property, except for Tenant's Tower Facilities. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Landlord and any other tenants, licensees, invitees or agents who currently have or in the future take possession of a portion of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause Interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant, provided that the Tower Facilities that are subject to the priority use are installed and operated in substantial compliance with the manufacturer's installation and operation guidelines and instructions, applicable FCC requirements and, to the extent applicable, sound engineering practices.

(b) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any then existing equipment of Landlord or other tenants, licensees, invitees or agents provided that the Landlord's or Landlord's tenant's equipment that are subject to the priority use are installed and operated in substantial compliance with the manufacturer's installation and operation guidelines and instructions, applicable FCC requirements and, to the extent applicable, sound engineering practices.

(c) If it is determined that Landlord's tenant, licensee, invitee or agent is causing Interference, and if the Interference does not cease promptly, following written notice to the Landlord, then Landlord will undertake best efforts to cause the interfering party to eliminate the interference; provided however, that in no event shall Landlord be liable to Tenant for any expenses or damages which it may suffer as a result of such Interference from a third party. If it is determined that Landlord or its employee is causing Interference, Landlord will be responsible for eliminating said Interference promptly, which the parties agree will be within seven (7) business days following written notice from Tenant. In the event such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such Interference or to terminate this Lease.

12. SECURITY. Tenant, at its expense, may use any and all appropriate means of restricting access to the Tower Facilities, buildings and related improvements to safeguard and protect its improvements located upon or within the Premises, including, without limitation, construction of enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower, building(s), and related improvements situated upon the Premises following the written consent of Landlord of the enclosure or fence materials and appearance, such consent not to be unreasonably withheld, conditioned, or delayed, but subject to compliance with all applicable land use regulations, including obtaining any necessary permit or entitlement and compliance with the conditions thereof..

13. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, and material or labor restrictions by governmental authority.

14. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of

the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises.

15. **ENVIRONMENTAL.** Landlord represents and warrants that no Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "***Environmental Laws***") by either Landlord or to Landlord's knowledge by any third party, and Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material in violation of any Environmental Laws. The term "Hazardous Materials" means any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local governmental authority having jurisdiction over the Property.
16. **SUBORDINATION.** This Lease is subject and subordinate to the lien of any mortgages or trust deeds hereafter in force against the Property, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or deeds of trust, provided that the lender or beneficiary of any of the foregoing executes a non-disturbance and attornment agreement to the effect that Tenant and Tenant's subtenants will not be disturbed in their occupancy and use of the Premises by any foreclosure so long as Tenant and subtenants are not in default hereunder beyond any applicable cure period.
17. **ATTORNEY'S FEES.** If there is any legal proceeding between Landlord and Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party reasonable costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
18. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize, and agree that the terms and provisions of this Lease and the documents ancillary thereto shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded, and replaced by the terms hereof.
19. **ACKNOWLEDGMENT OF SECURITY INTEREST.** Landlord acknowledges that Tenant has granted or will grant a lien and security interest in Tenant's interest in the Lease and all of Tenant's Tower Facilities. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) as the Tenant hereunder upon any exercise by Tenant's Lender of its rights of foreclosure under such lien and security interest.
20. **NOTICE TO TENANT'S LENDER.** Landlord agrees to give Tenant's Lender written notice of any breach or default of the terms of this Lease by Tenant and, in the event this Lease is terminated for any reason (other than at the expiration of the Term) or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Landlord agrees to give written notice thereof to Tenant's Lender within thirty (30) days after the occurrence thereof, in the manner provided in Section 22. Failure to provide notice in accordance with the previous sentence shall not constitute a default of this Lease.
21. **INTENTIONALLY OMITTED.**
22. **NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to the parties at their respective addresses below, or to such other address that a party below may provide from time to time:

If to Tenant:

PTI US Towers II, LLC
c/o Phoenix Tower International Investments, LLC
999 Yamato Road, Ste. 100
Boca Raton, FL 33431
Ref. US-CA-1370 / Felicita BTS

If to Tenant's Lender:

Goldman Sachs Specialty Lending Group, L.P.
c/o Goldman Sachs Bank USA
2001 Ross Avenue, Ste. 2800
Dallas, Texas 75201
Attn: PTI US Acquisitions, LLC Account Manager

If to Landlord:

City of Lake Elsinore
130 S. Main Street
Lake Elsinore, California 92530-4109
Attention: City Manager

With a copy to:

City of Lake Elsinore
130 S. Main Street
Lake Elsinore, California 92530-4109
Attention: City Clerk

- 23. OFAC.** Tenant is not a person or entity with whom Landlord is restricted from doing business under regulations of the Office of Foreign Assets Control (“**OFAC**”) of the Department of the Treasury, as listed and defined in Executive Order 13244 (dated September 24, 2001, “Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), and is not knowingly engaged in, and shall not knowingly engage in any transaction or be otherwise associated with such persons or entities described above.

24. MISCELLANEOUS.

- (a) The captions contained in this Lease are inserted for convenience only and are not intended to be a part of the Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.
- (b) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (c) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (d) The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable, and further agree that any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.
- (e) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (f) No provision of this Lease will be deemed waived by either party unless expressly waived in writing and signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (g) This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.
- (h) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (i) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- (j) The provisions of this Lease are for the benefit of Landlord and Tenant herein and shall not be construed for the benefit of any third party.

(k) This Lease may be executed in 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.

(l) To the extent any claims exist at the termination or expiration of this Lease, the relevant insurance and indemnification provisions of this Lease will also survive termination or expiration. To the extent other provisions require performance subsequent to the termination or expiration of this Lease, such provisions will survive any termination or expiration of the Lease.

(m) A short-form memorandum of this Lease may be recorded at the option of either party in substantially the same form as depicted in **Exhibit C** attached hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

City of Lake Elsinore

BY: _____

PRINT NAME: Grant Yates

TITLE: City Manager

DATE: _____

TENANT:

PTI US Towers II, LLC

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

Description of the Property

SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

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 SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED TO CITY OF LAKE ELSINORE, GRANTEE, FROM 2728 HOLDING CORPORATION, FORMERLY KNOWN AS CENTEX REAL ESTATE CORPORATION, GRANTOR, BY DEED RECORDED 02/18/1997, AS INSTRUMENT NO. 052268 OF THE RIVERSIDE COUNTY RECORDS.

APN 394-310-011

EXHIBIT B-1

Description of the Master Premises

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 25347, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 162, PAGE 76 TO 78 INCLUSIVE, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 4, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF GRAND AVENUE, A PUBLIC STREET, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1200.00 FEET HAVING A RADIAL LINE TO SAID POINT THAT BEARS N 81° 55' 59" W; THENCE NORTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID PARCEL 4 THROUGH A CENTRAL ANGLE OF 02° 17' 35" AN ARC DISTANCE OF 48.03'; THENCE LEAVING SAID EASTERLY LINE, NORTH 67°47' 55" WEST A DISTANCE OF 78.02' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 978.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 42' 39" AN ARC DISTANCE OF 353.52 FEET; THENCE NORTH 47° 05' 16" WEST A DISTANCE OF 92.18 FEET; THENCE NORTH 13° 55' 04" WEST A DISTANCE OF 32.57 FEET TO THE SOUTHERLY CORNER OF SAID TOWER COMPOUND 1 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 58° 41' 13" WEST DISTANCE OF 60.00 FEET; THENCE NORTH 30° 40' 50" EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH 58° 41' 19" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 30° 40' 50" WEST A DISTANCE OF 24.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 1,439.8600 SQUARE FEET OR 0.0330 ACRE, MORE OR LESS.

EXHIBIT B-2

Description of the Premises

The Premises shall constitute all portions of the Property contained within the areas labeled as “Proposed AT&T Lease Area” in the drawing attached to this Exhibit B-2, less and except the Master Premises (it being agreed that upon the occupation of the Premises by AT&T, Tenant shall have the right to survey the Premises and upon completion of such survey, the legal description provided thereon with respect to the Premises shall, upon written notice to Landlord, replace this Exhibit B-2).

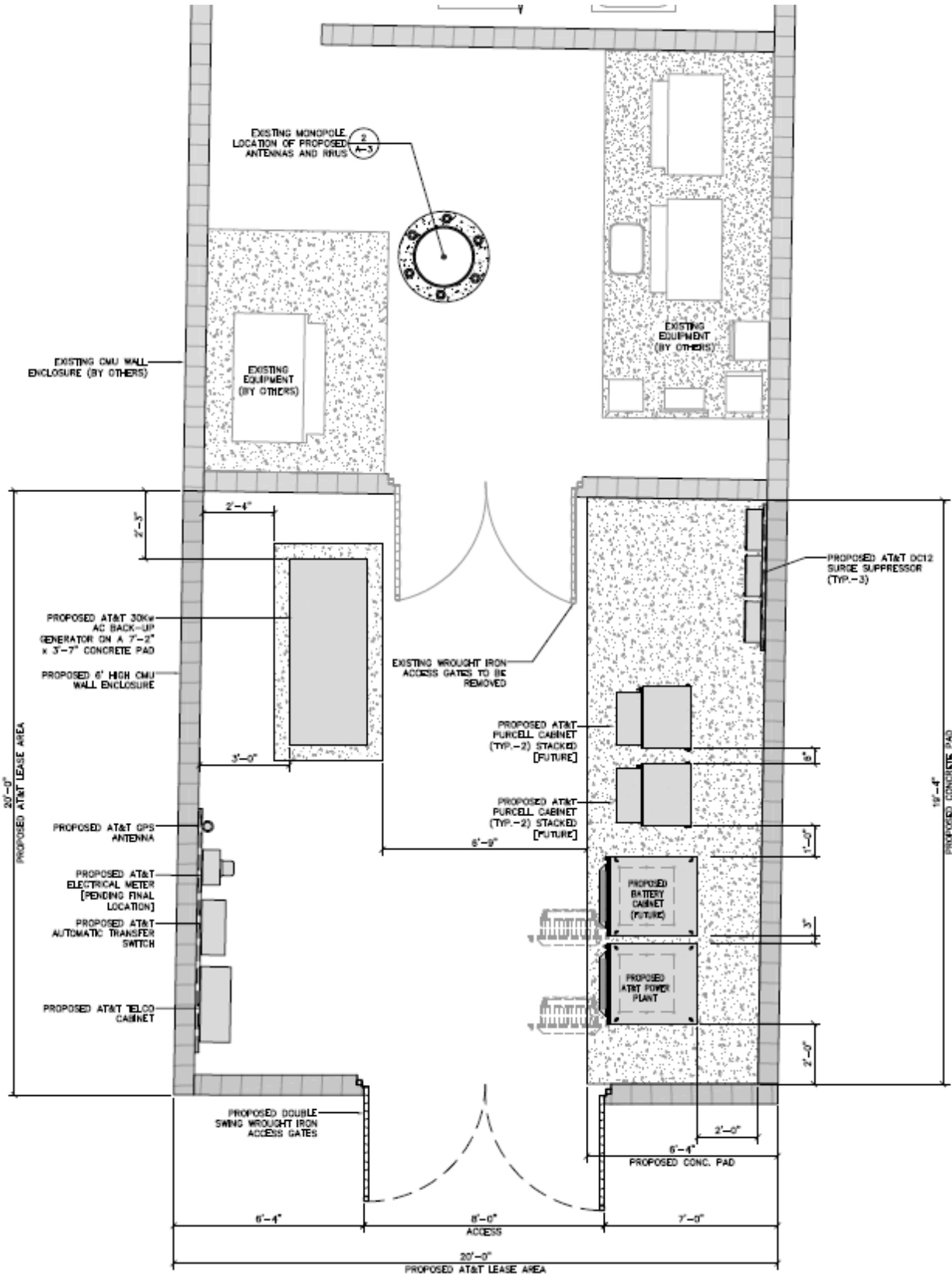


EXHIBIT C

Form of Memorandum of Lease

Attached hereto

Return to:
PTI US Towers II, LLC
999 Yamato Road, Suite 100
Boca Raton, FL 33431

PTI Site Name: Grand I
PTI Site Number: CA-1056

Prepared by:

PTI US Towers II, LLC
999 Yamato Road, Suite 100
Boca Raton, FL 33431

MEMORANDUM OF COMMUNICATIONS SITE LEASE

This Memorandum of Lease evidences a Communications Site Lease Agreement, dated _____, 2019 ("Lease") by and between CITY OF LAKE ELSINORE, a California municipal corporation, ("Landlord"), and PTI US Towers II, LLC, a Delaware limited liability company, whose mailing address is 999 Yamato Road, Suite 100, Boca Raton, Florida 33431 ("Tenant").

1. Property and Premises. Landlord owns certain real property located at 29355 1/2 Grand Avenue, Lake Elsinore, California 92530, which is legally described on Exhibit A attached hereto (the "Property"). Subject to the terms and conditions of the Lease, Landlord has leased a portion of the Property and to acquire a non-exclusive license during the term of such Lease for ingress, egress and utilities (in each case, as more particularly described in the Lease, the "Premises").

3. Lease of the Premises. The Lease will constitute a lease of the Premises and shall commence on the Commencement Date (as defined in the Lease) and continue through the date that is the last day of the month in which the thirtieth (30th) anniversary of the Commencement Date occurs.

4. Memorandum of Lease. This Memorandum of Lease is not a complete summary of the terms and conditions contained in the Lease. The unrecorded Lease contains the provisions included herein and certain additional provisions. In the event of a conflict between the Lease and this Memorandum of Lease, the Lease will control. A copy of the unrecorded Lease is available for persons having a legitimate interest in the Property, at the offices of Phoenix Tower International, LLC, 999 Yamato Road, Suite 100, Boca Raton, Florida 33431.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **MEMORANDUM OF LEASE** as of the date last signed by a party hereto.

LANDLORD:

City of Lake Elsinore,
a California municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF }

On this ____ day of _____, 2019 before me _____(notary public), personally appeared _____ (print name), _____ of CITY OF LAKE ELSINORE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 _____ (notary public)

(NOTARY SEAL)

TENANT:

PTI US Towers II, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

 This instrument was acknowledged before me this _____ day of _____, 2019, by
_____, as _____ of PTI US Towers II, LLC, a Delaware limited liability company.

_____(SEAL)

Print Name: _____

Notary Public, _____(County)

State of _____

My commission: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

EXHIBIT A of the Memorandum of Lease

Legal Description of the Property

SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

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 SAID COUNTY.

TAX I.D. NUMBERS: 394-310-11

BEING THE SAME PROPERTY CONVEYED TO CITY OF LAKE ELSINORE, GRANTEE, FROM 2728 HOLDING CORPORATION, FORMERLY KNOWN AS CENTEX REAL ESTATE CORPORATION, GRANTOR, BY DEED RECORDED 02/18/1997, AS INSTRUMENT NO. 052268 OF THE RIVERSIDE COUNTY RECORDS