

STATE OF PENNSYLVANIA

COUNTY OF BERKS

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE (the "First Amendment") is made effective as the 30<sup>th</sup> day of June, 2020 (the "Effective Date") by and between THE CAMP AT CANNON HILL ("Optionor/Lessor"), and TRY-MAC TOWERS FUND I, LLC, a/k/a TRY-MAC TOWER FUND I ("Optionee/Lessee").

RECITALS

A. Optionor and Optionee entered into that certain Option and Ground Lease Agreement effective May 30, 2015 (the "Lease"), covering certain real property located in the County of Berks, State of Pennsylvania, as more particularly described in the Lease (the "Leased Premises").

B. By mutual agreement, Optionor/Lessor and Optionee/Lessee have agreed to modify and amend the Lease as hereinafter described.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by reference), for the mutual covenants contained herein, and for other good and valuable consideration, Optionor/Lessor and Optionee/Lessee hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the term "Lease" in the Lease and in this First Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

2. Amendment and Restatement. Sections 9, 10 and 11 of the Lease are hereby amended and restated in their entirety as follows:

9. Initial Term. The term of this Lease shall be five (5) years commencing on July 1, 2020 and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date ("Initial Term").

10. Renewal Term. Lessee shall have the right to extend this Lease for four (4) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 11. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

11. Consideration. During the Initial Term, Lessee shall pay Lessor the monthly sum of Nine Hundred Forty Dollars (\$940.00) ("Rent"). Notwithstanding the foregoing, until such time as Optionee/Lessee obtains a tenant on the tower, Lessee shall pay Lessor Four Hundred Seventy Dollars (\$470.00) per month. Once Lessee obtains a tenant on the tower, the Rent shall be the full monthly amount beginning with the month after the tenant begins paying rent on the tower. Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address. Rent shall be increased on the commencement of each Renewal Term by fifteen percent (15%) over the Rent payable during the immediately preceding year.

3. Scope of Modification. As expressly modified and amended herein, all the terms and provisions of the Lease shall remain in full force and effect. Optionor/Lessor and Optionee/Lessee hereby ratify and confirm their respective rights and obligations under the Lease.

4. Counterparts. This First Amendment may be executed in counterparts and may be delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Optionor/Lessor and Optionee/Lessee have executed and caused this First Amendment to be executed in their behalf in the manner prescribed by law on the day and year first above written.

OPTIONOR/LESSOR:

THE CAMP AT CANNON HILL

By: Donald W. Conner 6-23-2020  
Don Conner, Principal

OPTIONEE/LESSEE:

TRY-MAC TOWERS FUND I, LLC

By: Donald R. Draughon, Jr.  
Donald R. Draughon, Jr., Manager 6-25/2020

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is effective as of the latter of the signature dates below by and between the Camp at Cannon Hill, Colebrookdale Township, Boyertown, Berks County, PA (“Optionor”) and TRY-MAC Tower Fund I, a North Carolina limited liability company (“Optionee”).

### I. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel of real property located in the County of Berks, State of Pennsylvania, as more particularly described in **Exhibit A** annexed hereto (the “Parent Parcel”). For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (“Option”) to lease a certain portion or portions of the Parent Parcel (the “Property”), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the “Easement”). The Property together with the Easement is collectively the “Premises” and are more particularly described and/or depicted on **Exhibit B** attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee’s sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. Any assignment of this Option that is entered into by Optionor or Optionee shall be subject to the provisions of this Agreement. Optionee may assign this Agreement without the consent of Optionor.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee (“Option Initial Term”).

3. Consideration for Option. Consideration for the Initial Term of the Option granted herein shall be FIVE HUNDRED DOLLARS (\$500.00) (“Option Consideration”). Payment of the Option Consideration by Optionee to Optionor shall be credited in full to the first year’s Rent payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for two (2) additional period(s) of twelve (12) months each (“Option Renewal Term(s)”) by Optionee paying to Optionor the additional consideration of ONE THOUSAND DOLLARS (\$1,000) (“Option Extension Consideration”), per Option Renewal Term, prior to the expiration of the then existing term of this Option. Any Option Extension Consideration shall be credited in full to the first year’s Rent due Optionor if this Option is exercised by Optionee.

5. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor’s use of the Premises in conducting these activities.

6. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee’s rights under this Option or Optionee’s use of the Premises and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee’s agent as Optionor’s agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee’s intended use of the Premises including but not limited to land use and zoning applications.

## II. LEASE AGREEMENT

7. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease," Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

8. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessee may construct improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

9. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date ("Initial Term").

10. Renewal Terms. Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 11. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

11. Consideration. During the Initial Term, Lessee shall pay Lessor the monthly sum of NINE HUNDRED FORTY DOLLARS (\$940.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 22 below. Rent shall be increased on the commencement of each Renewal Term by FIFTEEN percent (15%) over the Rent payable during the immediately preceding year.

12. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall remove all of the above-ground portions of the Improvements following any termination of this Lease and restore the lease area to the original condition as found at the commencement of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telco, and any other utilities on the Property, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to



the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

13. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice provided 180 days from Lessee to Lessor.

14. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to install improvements and personal property on the Premises and Improvements including but not limited to antennas, dishes, cabling, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

15. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor, being a tax-exempt entity, does not pay real property taxes and Lessee shall be responsible for any other fees and assessments attributable to the Premises as a result of this agreement. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have an obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right,

at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

16. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

17. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

18. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

19. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of the Parent Parcel or adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

20. Environmental Compliance. 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 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, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement 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 Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through

no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

21. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

22. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: The Camp at Cannon Hill  
Address: 901 San Jose Drive, Glendora, NJ 08029  
Attention: Don Conner  
Phone: 856-261-9925  
Email: connerdon413@aol.com

If to Lessee, to:

TRY-MAC Tower Fund I  
8 Village Green Circle  
Southern Pines, North Carolina 28387  
Attn: Fred Papa

23. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorney's fees associated with a breach of the foregoing covenant of quiet enjoyment. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

24. Occurrence of Lessor Default. The covenants, representations and conditions in this Agreement are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Agreement ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Tenant, upon demand, all costs expenses, and disbursements incurred by Tenant to cure the Default. Tenant shall be permitted to offset said costs, expenses and disbursements incurred by Tenant against Rent or any other amounts due or becoming due by Tenant to Landlord under this Lease; or (c) Tenant shall be entitled to pursue any and all other rights or remedies available at law or equity with respect to Landlord's default.

25. Assignment. Upon written notice to Lessee, Lessor is permitted to transfer this Lease only in connection with the sale of the Parent Parcel and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Parent Parcel and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises. Lessee may assign this Lease without the consent of the Lessor. The Lessee will properly notify the Lessor of the intent to assign said Lease should this event occur. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days

after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

26. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

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

28. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees' or sublessees'.

29. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

30. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.



(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(g) 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.

(h) Upon request of Lessee, Lessor shall execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease. Such documents may be filed of record in the property records in the county in which the Premises are located.

(j) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(k) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

(l) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(n) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

31. Confidentiality. Lessor shall not disclose to any third party the Option Consideration or Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.



IN WITNESS WHEREOF, Optionor/Lessor and Optionee/Lessee have executed this Agreement and Lease as of the date affixed to their signatures below.

**OPTIONOR/LESSOR:**

By: Donald W. Conner  
Name: The Camp at Cannon Hill – Don Conner  
Title: Principal  
Date: May 30, 2015

State of New Jersey

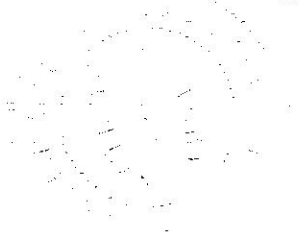
County of Cumberland

Before me, Jaunice Dilks the undersigned, a Notary Public for the State, personally appeared Don Conner, Principal of The Camp at Cannon Hill, who is the authorized representative of the owner of the property situated at 345 Engleville Road in Boyertown, Colebrookdale Township, personally known to me (or 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 30 day of May, 2015.

Signature Jaunice Dilks  
**JAUNICE DILKS**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MARCH 8, 2020**  
My commission expires: \_\_\_\_\_

NOTARY SEAL



**OPTIONEE/LESSEE:**

TRY-MAC Tower Fund I

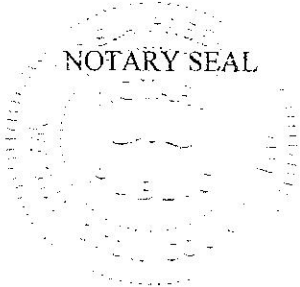
By: [Signature]  
Name: Fred Papa  
Title: Principal  
Date: 10/10/15

State of ~~North Carolina~~ Maryland  
County of ~~Moore~~ Washington

Before me, Elysia Freeman the undersigned, a Notary Public for the State, personally appeared Fred Papa who is the Principal of TRY-MAC Tower Fund I, a North Carolina limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this 10 day of ~~May~~ October, 2015.

Signature [Signature]



My commission expires: **My Commission Expires**  
February 12, 2018

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

The subject property is situated at 345 Engleville Road, Colebrookdale Township, Berks County, Pennsylvania and more specifically described in Deed / Instrument #: 2012 008026, UPI / Property ID: 38538607774805 and consists of 31.01 acres and attached as Drawing # S-1.



## EXHIBIT "B"

### DESCRIPTION OR DEPICTION OF PREMISES

An approximately 80' x 80' tract of land or an appropriate lease area and the compound area of 45'x 60' to accommodate the tower and necessary equipment to be located near the existing tower inside the treeline as shown on the attached "Lease Exhibit Plan", together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the Premises. Any visual or textual representation of the Lessee's equipment is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

- i. The Premises may be setback from the boundaries of the Parent Parcel as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.





**Prepared by and after recording return to:**

TRY-MAC Tower Fund I  
8 Village Green Circle  
Southern Pines, North Carolina 28387

---

(Recorder's Use Above this Line)

STATE OF PENNSYLVANIA

COUNTY OF BERKS

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memorandum") is entered into on this 30<sup>th</sup> day of May 2015, by and between the Camp at Cannon Hill having a mailing address of 901 San Jose Drive, Glendora, NJ 08029 (hereinafter referred to as "**Lessor**") and TRY-MAC Tower Fund I, a North Carolina limited liability company, having a mailing address of 8 Village Green Circle, Southern Pines, North Carolina, 28387 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated the 30<sup>th</sup> day of May 2015 (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located at 345 Engleville Road, County of Berks, Boyertown, State of Pennsylvania, described in **Exhibit A** attached hereto (the "Parent Parcel").
2. The Option Initial Term is for a period of twelve (12) months, with two (2) Option Renewal Terms of twelve (12) months. At any time during the Option Initial Term or any Option Renewal Term, Lessee may provide written notice to Lessor of its election to exercise the Option. Upon exercise of the Option, the Lease shall commence for an initial term of five (5) years, with options to renew for two (2) additional five (5) year terms. Should Lessee fail to exercise the Option during the Option Initial Term or any Option Renewal Term, the Lease shall be void and of no further force or effect.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Parent Parcel and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of

purchase of the Parent Parcel and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

**LESSOR:**

By: Donald W. Conner  
Name: Camp at Cannon Hill - Don Conner  
Title: Principal  
Date: May 30, 2015

State of New Jersey

County of Camden

Before me, Jauvica Dilks the undersigned, a Notary Public for the State, personally appeared Don Conner or an authorized representative of the Camp at Cannon Hill, who is the Fee Simple Owner of the property or parcel situated at 345 Engleville Road, personally known to me (or 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 30 day of May, 2015.

Signature Jauvica Dilks  
**JAVUICA DILKS**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MARCH 8, 2020**  
My commission expires: \_\_\_\_\_

NOTARY SEAL

**LESSEE:**

TRY-MAC Tower Fund I

By: [Signature]  
Name: Fred Papa  
Title: Principal  
Date: 10/10/15

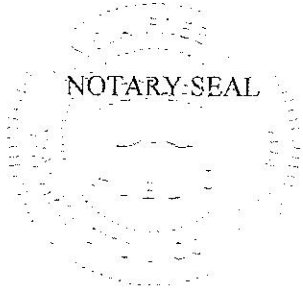
State of ~~North Carolina~~  
Maryland

County of ~~Moore~~  
Washington

Before me, Elysia Freeman the undersigned, a Notary Public for the State, personally appeared Fred Papa who is the Principal of TRY-MAC Tower Fund I, a North Carolina limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this 10 day of ~~May~~ October, 2015.

Signature [Signature]



My commission expires: February 12, 2018

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The subject property is situated at 345 Engleville Road, Colebrookdale Township, Berks County, Pennsylvania and more specifically described in Deed / Instrument #: 2012 008026, UPI / Property ID: 38538607774805 and consists of 31.01 acres and attached as Drawing # S-1.



## EXHIBIT "B"

### DESCRIPTION OR DEPICTION OF PREMISES

An approximately 80' x 80' tract of land or an appropriate lease area and the compound of 45' x 60' to accommodate the tower and necessary equipment to be located near the existing tower inside the treeline as shown on the attached drawing # Z-2 together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the Premises. Any visual or textual representation of the Lessee's equipment is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of the Parent Parcel as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.





3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

**LEASE EXHIBIT SECTION "C":**

**PRIVATE ROAD MAINTENANCE AGREEMENT**

Incorporated herein as part of the "Option and Ground Lease Agreement" executed between Try-Mac Towers Fund I and the Camp at Cannon Hill

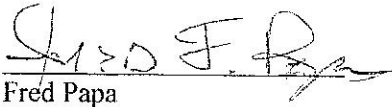
**ACCEPTED:**

**OPTIONOR/LESSOR:**

By: \_\_\_\_\_  
Name: The Camp at Cannon Hill – Don Conner  
Title: Principal  
Date: \_\_\_\_\_

**OPTIONEE/LESSEE:**

TRY-MAC Tower Fund I

By:   
Name: Fred Papa  
Title: Principal  
Date: 2-18-16

**PRIVATE ROAD MAINTENANCE AGREEMENT**

An Agreement made this original date of \_\_\_\_\_, 20\_\_\_\_, applicable to the undersigned parcel owners and users,

**RECITALS**

WHEREAS, The Camp Canon Hill (Lessee) and Try-Mac Towers, LLC (Lessor) have entered into a Lease agreement for Telecommunications Tower operations, and

WHEREAS, The Camp Canon Hill has agreed to provide ingress/egress access to the Lease Area, and

WHEREAS, The Camp Canon Hill Road is a Private Driveway situated in Colebrook Township, County of Berks, State of Pennsylvania, and

WHEREAS, the undersigned property owners are the owners or users of the Driveway Property situated in Colebrook Township, County of Berks, State of Pennsylvania, commonly known as Camp Canon Hill Private Driveway, and described as follows:

(Driveway Property Description on attached Exhibit A)

WHEREAS, the parties desire to enter into an Agreement regarding the responsibilities and the costs of maintenance and repair or improvements to Camp Canon Hill Private Driveway; and

WHEREAS, it is agreed that future parcel owners or users will be bound to; and add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Driveway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all parties designated by Lessor, but not to restrict the use of same by Lessee, and to conduct telecommunication tower operations on Lease area (further described in Lease document).
2. Utility Easement. The Driveway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained as necessary for Lessor's telecommunication tower operations.
3. Private Driveway Agent. A Private Driveway Agent shall be elected by a majority of the property owners (Board of Directors) to be the liaison between the parties and to execute this agreement, and will serve a term as agreed to by the property owners (Board), and can be replaced or renewed at any time by a simple majority vote of the property owners (Board). The Private Driveway Agent shall be responsible for monitoring the condition of the road surface and initiating corrective action maintenance requests (if necessary) to Lessor as needed to maintain the minimum road surface standards.

4. Road Maintenance.

a) Driveway maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the condition of said driveway is equal to, or better than, the condition of said Driveway at the time of this agreement.

b) The Private Driveway Agent shall provide photographs of particular areas of concern to demonstrate existing conditions of the driveway and they shall be made exhibits to this agreement. These photographs shall aid in the determination of minimum standards of care.

c) Upon notification of unsatisfactory conditions by Lessee's Private Driveway Agent, Lessor shall have 10 days to take corrective action.

d) During construction operations the Driveway shall be maintained daily to provide access to all parties to this agreement.

e) The Parties agree that activities of Lessor do not intend to subject the roadway to additional stormwater run-off but Lessor agrees to be responsible for the use of the road by heavy trucks and equipment that may exacerbate otherwise normal stormwater events.

5. Parking. For the safety of the parties to this agreement, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Driveway except parking of vehicles for limited periods of time (not to exceed twelve hours). Lessor shall provide its own parking area at the Lease area for temporary storage of materials.

6. Payment. All payments for maintenance, snowplowing, repair or improvement costs ordered by Lessor will be the sole responsibility of Lessor and paid on a timely basis.

7. Snow Plowing. The Private Driveway shall be snowplowed at Lessor's discretion, and only on an as-needed basis by Lessor. Lessee may require their own snow plowing on areas at the lower part of the driveway for its own uses. Therefore, snow plowing by Lessee will continue as it has before Lessor's involvement; however, the snow plowing of the upper reaches of the Private Driveway, where Lessor accesses the Lease Area, shall be at Lessor's discretion and responsibility. Furthermore, any damage as a result of snow plowing in the upper reaches of the Private Driveway, directed by Lessor, shall be Lessor's responsibility to maintain.

8. Emergency Repairs. If the Town is made aware of emergency safety conditions on a Private Driveway that could inhibit the actions of emergency safety services, the Town will attempt to reach the Private Driveway Agent or Lessor to request that the necessary repairs be completed immediately. However, if the Town is not able to reach the Private Driveway Agent or Lessor, the Town has the authority to make emergency repairs as needed without further notification to the parties. In such cases, both parties to this agreement will be notified after the repair of the cost and amount due, as well as the reasons for making the emergency repairs. Lessor shall be responsible for any and all damage to the Private Driveway caused by its operations.

9. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Lease remains in effect.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

11. Enforcement. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

12. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all Parties.

13. Notices. Parties to the Agreement shall be notified by mail or in person. The legal contact notification addresses shall be those in the Lease document.


14. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

15. Other Agreements. This Private Road Maintenance Agreement shall be considered a part of the original Ground Lease dated \_\_\_\_\_.

16. Disclaimer by Town. It is understood and agreed that the Town, the Town Board, the Plan Commission and the agents of the Town shall not be liable or responsible in any manner to the developer or the property owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

17. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the Town Clerk by the Lessor.

Signed,

_____	
Lessee	Date
	12/29/15
_____ Lessor	TRY - MAC TOWERS, LLC. Date









