

## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (the "Lease") is made effective this 19 day of December, 2017 ("Effective Date"), by and between KENNETH R. HILL AND ROBERTA K. HILL, Trustees of The Hill Revocable Trust dated February 24, 2009 (hereinafter referred to as "Lessor") and CCTM1 LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

### RECITALS

WHEREAS, the term "Lessor's Property" shall mean that certain real property as described on Exhibit A attached hereto ("Lessor's Property"); and

WHEREAS, Lessor and SBC Tower Holdings LLC, a Delaware limited liability company ("SBC Tower") are the current parties to that certain Communications Site Lease Agreement dated April 26, 1999, a memorandum of which was recorded on March 16, 2000 at Instrument No. 2000-0012756 in the official records of Santa Cruz County, California, originally between Robert B. Adams and Sharyn Adams, as lessor, and Pacific Bell Mobile Services, a California corporation d/b/a Pacific Bell Wireless, as lessee (the "Existing Agreement") for the lease of certain real property, together with access and utility easements, located in Santa Cruz County, California and located within Lessor's Property; and

WHEREAS, the Existing Agreement had an initial term that commenced on April 30, 1999 and expired on April 29, 2004. The Existing Agreement provides for three (3) extensions of five (5) years each, all of which were exercised by SBC Tower. According to the Existing Agreement, the final extension expires on April 29, 2019; and

WHEREAS, Lessor and Lessee desire to enter into this Lease subject to the terms of the Existing Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Existing Agreement.

2. Premises. Lessor leases to Lessee a portion of Lessor's Property consisting of 270 square feet, to include the access and utility easements, as depicted in Exhibit B attached hereto (the "Premises") for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Lease and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Lease.

3. Top Lease. The parties agree that this Lease shall be subject to the Existing Agreement, which expires on April 29, 2019, and that this Lease hereby incorporates the terms and conditions of the Existing Agreement (attached as Exhibit C) except to the extent otherwise provided for herein. For avoidance of doubt, except for the express terms set forth in this Lease, the lease of the Premises under this Lease shall be on the same terms and conditions of the Existing Agreement even if the Existing Agreement expires. Any conflict between the terms set forth in this Lease and the terms of the Existing Agreement shall be resolved in favor of this Lease.

4. Term. The initial term of this Lease shall commence on the Effective Date and will expire April 29, 2019 ("Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to five (5) extensions of five (5) years each (each extension is referred to as a "Renewal Term"), with the final Renewal Term expiring on April 29, 2044. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew at least thirty (30) days prior to the expiration of the then current five-year term.

5. Rent.

a) In the event the Existing Agreement expires or terminates, Lessee shall begin making monthly rent payments to Lessor in an amount equal to the amount of rent payable under the Existing Agreement for the month immediately preceding such termination (the "Monthly Rent"), commencing on the first day of the first month following the date the Existing Agreement expires or terminates ("Monthly Rent Commencement Date"). No rent shall be payable under this Lease until the expiration or earlier termination of the Existing Agreement.

b) Commencing on April 30 following the Monthly Rent Commencement Date, and on each anniversary of this date thereafter (each an "Adjustment Date"), the Monthly Rent shall increase by an amount equal to three percent (3%) of the Monthly Rent in effect for the month immediately preceding the Adjustment Date.

6. Early Termination. If at any time prior to April 29, 2025 (a) Lessee exercises its rights to terminate the Lease, or (b) Lessee elects not to renew the Lease and provided the Existing Agreement has expired or terminated and Lessee is not receiving rent payments thereunder, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of monthly Rent that Lessee would have owed to Lessor under the Lease between the date of such early termination or election not to renew, as the case may be, and April 29, 2025. The Termination Fee will be due and payable in the same manner and on the same dates as monthly Rent, as set forth in this Lease. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under the Lease as of the effective date of such termination and shall not be required to pay the Termination Fee if Lessee terminates the Lease due to a Lessor default.

7. Right of First Refusal. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered,

the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

8. Government Approvals. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

9. Termination. Lessee shall have the right to terminate this Lease, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Lease shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

10. Conditional Signing Bonus. Lessee will pay to Lessor, a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Lease, payable within sixty (60) days of the full execution of this Lease (“Conditional Signing Bonus”). In the event that this Lease (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

11. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this Lease and to perform all of Lessor’s obligations under the Lease.

b) Except for a first position mortgage or deed of trust or as otherwise expressly identified in this Lease, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

c) Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Premises.

d) Upon Lessee’s request, Lessor shall cure any defect in Lessor’s title to the Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee’s use or possession of the Premises.

e) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease, and ensure Lessee’s continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease.

12. Representations, Warranties and Covenants of Lessee. Lessee represents, warrants and covenants to Lessor that Lessee is duly authorized to and has the full power and authority to enter into this Lease and to perform all of Lessee's obligations under the Lease.

13. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's notice address and to Lessee at Lessee's notice address as follows:

If to Lessor:

Kenneth R. Hill and Roberta K. Hill  
8011 Hwy 9  
Ben Lomond, CA 95005

If to Lessee:

CCTM1 LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

14. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

15. Counterparts. This Lease may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

Lessor and Lessee have caused this Lease to be duly executed on the day and year first written above.

**LESSOR:**  
KENNETH R. HILL AND ROBERTA K.  
HILL, Trustees of The Hill Revocable Trust  
dated February 24, 2009

By: Kenneth R Hill  
Print Name: Kenneth R Hill  
Title: owner

By: Roberta K. Hill  
Print Name: ROBERTA K. Hill  
Title: OWNER

[Lessee Execution Page Follows]

This Lease is executed by Lessee as of the date first written above.

**LESSEE:**  
CCTM1 LLC, a Delaware limited liability  
company

By:   
Print Name: Matthew Norwood  
Title: Senior Transaction Manager



**EXHIBIT "A"**  
**(Lessor's Property)**

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOT 21 AND THE NORTHERLY 15 FEET OF LOT 20 AS THE SAME ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 43, SUBDIVISION NO. 1 LAZY WOODS, BEING A PART OF LANDS DESCRIBED SECONDLY IN DEED RECORDED MARCH 31, 1930, IN OFFICIAL RECORDS, VOLUME 170, AT PAGE 451, IN THE ZAYANTE RANCHO, SANTA CRUZ COUNTY, CALIFORNIA, SURVEYED IN JULY 1940 BY THE OFFICE OF LLOYD BOWMAN", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CRUZ COUNTY ON AUGUST 21, 1940, IN MAP BOOK 26, AT PAGE 44, SANTA CRUZ COUNTY RECORDS.

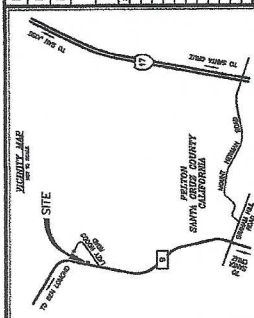
**EXHIBIT "B"**  
**(Site Plan)**

DATE: 6/1/89  
DRAWN BY: RPS  
FILE NO.: 89905132

REVISIONS	
DATE	DESCRIPTION

**PACIFIC BELL**  
Wireless  
4420 ROSEWOOD DR. BLDG. 2, 7TH FLOOR  
PLEASANTON, CALIFORNIA 94588

**LOGIKOS ENGINE INC.**  
LAND SURVEYING, MAPPING, GPS & GIS  
300 California Avenue, Suite 201  
Pleasanton, CA 94566  
Phone: (925) 461-0800  
Fax: (925) 461-0818  
Corporate Office: Lakeside, CA. Phone: (925) 292-3021



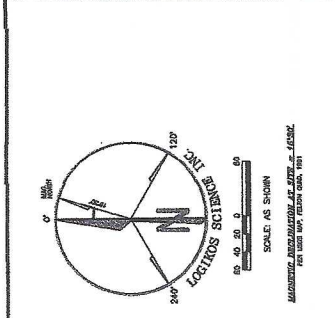
**PROPERTY INFORMATION**  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
County: \_\_\_\_\_  
Assessor's Parcel Number: \_\_\_\_\_  
Height of Building/Tower: \_\_\_\_\_  
This report was prepared under contract No. \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
\_\_\_\_\_

**FINAL STATION SURVEY INFORMATION**  
Surveyor: \_\_\_\_\_  
Station: \_\_\_\_\_  
Date of Survey: \_\_\_\_\_  
\_\_\_\_\_

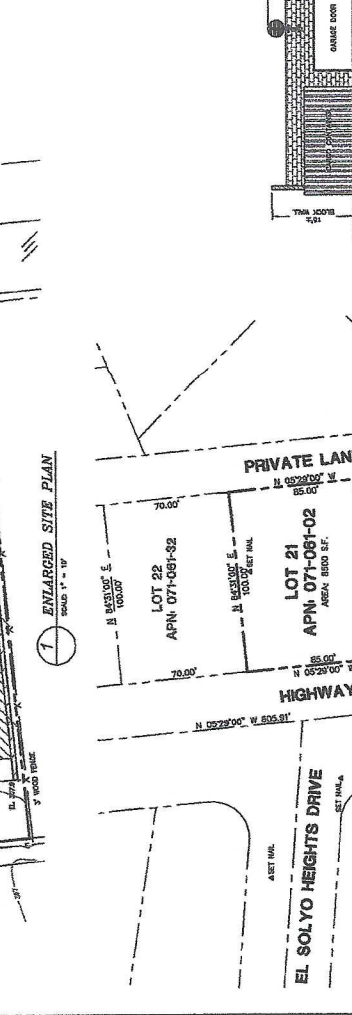
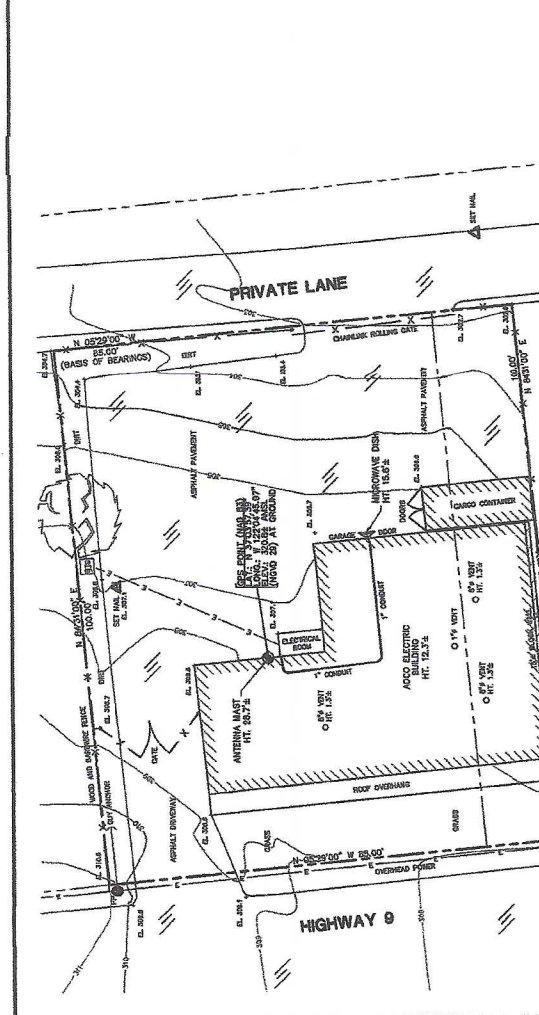
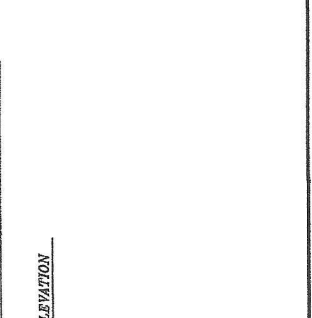
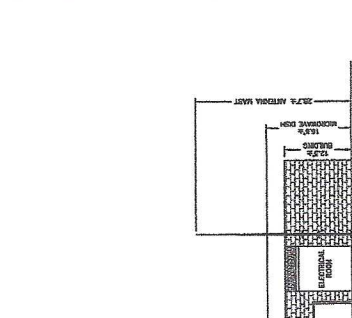
**INDEX**  
1. This is not a boundary survey. The following information is for informational purposes only. It is not intended to be used as a legal document. It is not intended to be used as a legal document. It is not intended to be used as a legal document.

**LEGEND**

SPACED	SPACED	SPACED	SPACED
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SPACED	SPACED	SPACED	SPACED
SPACED	SPACED	SPACED	SPACED
SPACED	SPACED	SPACED	SPACED



**NOTE:**  
THIS IS NOT A BOUNDARY SURVEY. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE USED AS A LEGAL DOCUMENT. IT IS NOT INTENDED TO BE USED AS A LEGAL DOCUMENT. IT IS NOT INTENDED TO BE USED AS A LEGAL DOCUMENT.



# CHECKING-0168 / REAL ESTATE – XXXX0168 ▾

## SEARCH TRANSACTIONS

Activity: All transactions Type: All

## Transactions

🕒 Pending ● Posted

Date ▾	Description ⇅	Debit ⇅	Credit ⇅	Balance
● Apr 11, 2023	IB Transfer Deposit Online Transfer From XXXXXX5042		5,500.00	9,307.25
● Apr 06, 2023	ACH Payment WF HOME MTG AUTO PAY ACH	3,421.20		3,807.25
● Mar 31, 2023	ACH Payment	2,250.00		7,228.45
● Mar 31, 2023	ACH Deposit CCTM1 LLC CONS PAY		1,618.15	9,478.45
● Mar 28, 2023	IB Transfer Deposit Online Transfer From XXXXXX5042		5,500.00	7,860.30
● Mar 07, 2023	ACH Payment WF HOME MTG AUTO PAY ACH	3,458.13		
● Mar 02, 2023	ACH Payment	2,250.00		
● Mar 01, 2023	ACH Deposit CCTM1 LLC CCI AP 820 THE HILL REVO CAB		1,574.66	
● Feb 07, 2023	ACH Payment WF HOME MTG AUTO PAY ACH	3,458.13		
● Feb 02, 2023	ACH Payment	2,250.00		
● Feb 01, 2023	ACH Deposit CCTM1 LLC CCI AP 820 THE HILL REVO CAB		1,574.66	
● Jan 06, 2023	ACH Payment WF HOME MTG AUTO PAY ACH	3,458.13		
● Jan 03, 2023	ACH Deposit CCTM1 LLC CCI AP 820 THE HILL REVO CAB		1,574.66	
● Jan 03, 2023	ACH Payment	2,250.00		
● Dec 16, 2022	<u>Check 3677</u>	3,438.28		
● Dec 14, 2022	IB Transfer Deposit Rent december		5,500.00	