

CELLULAR COMMUNICATIONS SITE LEASE

THIS LEASE (this "Lease") is by and between the City of Tualatin ("Landlord") as lessor, and SpectraSite Communications, LLC, a Delaware limited liability company, ("Tenant") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

WHEREAS, Landlord owns the property located at 10699 SW Herman Road, Tualatin, Oregon, 97062 (the "Property"); and

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) previously entered into a Communication Site Lease Agreement, dated March 13, 2000, which is to expire on March 31, 2020 (the "Expiring Lease"); and

WHEREAS, Landlord and Tenant wish to enter into a new lease to allow Tenant to continue to use a portion of the Property for a wireless communications facility, including the placement of antennas, lines and cables on the Property, with the accompanying electronic equipment cabinets to be placed on the ground nearby; and

WHEREAS, as a result Tenant wishes to lease from Landlord approximately 3,600 square feet of the Property for the continued placement of Tenant's wireless facility, electronic equipment cabinets and the right to so place its antennas, lines and cables, together with a non-exclusive right of access for utilities and ingress and egress for access (the "Premises"), described, along with the Property, in Exhibit A which is attached;

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. **Term.** The initial term of this Lease is five (5) years commencing on April 1, 2020 (the "Commencement Date") and terminating at midnight on the last day of the term (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).
2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Tenant must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

3. Rent and One-Time Payment

(a) Rent. Tenant must pay Landlord, as rent, Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month for the first year of the Initial Term of this Lease (the "Rent"). Beginning on the first annual anniversary of the Commencement Date, and on each annual anniversary thereafter (including during "Renewal Terms", as defined below), the Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current Rent. Any Rent not paid within 10 days of the due date is assessed a 5% late fee and interest at 2% per month or (if less) at the highest rate allowed by law. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below Rent is prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent is immediately refunded to Tenant.

(b) One-Time Payment. Tenant must pay Landlord a one-time payment of Twenty Thousand Dollars (\$20,000) payable within thirty (30) days of the Effective date. Tenant and Landlord will execute and sign an original recordable memorandum of lease within thirty (30) days of the Effective Date.

4. Revenue Share. Tenant must pay Landlord fifteen percent (15%) of any rents received by Tenant under any sublease, license, or other collocation agreement for the use of any portion of the Premises entered between Tenant and a third-party ("Collocation Fee"), as allowed under Section 7A. The Collocation Fee shall not apply to the two existing subleases that were executed before the Effective Date (as defined in Section 22(a)), or any amendments, modifications, extensions, renewals, and/or restatements to and/or of such existing agreements, and shall not apply in connection with any sublease, license or collocation agreement between Tenant and a third party if Landlord has entered into a separate agreement with such third party for ground space within the Property for which Landlord receives any consideration from such third party. The payment of the Collocation Fee is due within thirty (30) days of actual receipt by Tenant. In the event the agreement terminates between Tenant and a third-party, the obligation of Tenant to pay the Collocation Fee to Landlord shall also terminate. Landlord acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses, or collocation agreements for occupancy of the Premises, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to Landlord under this Section.

5. Renewal. Tenant may extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term is on the same terms and conditions as set forth herein, with Rent continuing to increase and compound by three percent (3%) per year. Each Renewal Term will commence automatically, unless (i) Tenant sends written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term of Tenant's intent not to renew the Lease for the next Renewal Term, or (ii) Landlord sends written notice to Tenant at least one hundred eighty (180) days prior to the expiration of the first Renewal Term on April 30, 2030 of Landlord's intent not to renew the Leased for the next Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, is construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent under Section 4 and/or Section 5 will be at

two hundred percent (200%) the amount set forth therein, prorated and paid monthly in advance.

6. Interference, Testing and Reservation.

(a) Except as allowed by this Lease, Tenant must not use the Premises or Antennas (as defined below) in any way which interferes with the use of any portion of the Property by Landlord. Similarly, Landlord must not use, nor may Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Tenant, except as provided in this Lease. Such interference shall be deemed a material breach by the interfering Party, who must, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party has 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 immediately upon written notice.

(b) The Property is in use and will be during the Term for municipal purposes. Tenant understands that the municipal use of the Property is primary to Tenant's use of the Premises. If required for the operation, use, maintenance, repair or replacement of any municipal use, Tenant must, upon prior written notice, temporarily cease or modify its operations on the Premises as directed by Landlord, in order to protect the health, safety and welfare of workers or other persons on the Premises, or to facilitate a needed municipal use. In particular, upon prior written notice Tenant must temporarily cease or modify its operation of the Electronic Equipment (as defined below) and the Antennas (as defined below) to the extent necessary to prevent exposure exceeding Federal Exposure Limits (as defined below) whenever Landlord or its contractors, employees or agents engaged in such municipal use will be working on or near where Tenant's antennas are mounted. Landlord will diligently work with Tenant to reduce any impacts to Tenant's use, including seeking other temporary locations for Tenant's use on the Premises, if needed.

(c) Tenant shall operate its facilities in a manner that will not cause interference to municipal use by Landlord or the Tualatin Valley Fire and Rescue, and Tenant shall not cause interference to Landlord's or Tualatin Valley Fire and Rescue's installations which predate that of Tenant, including such Tenant installations that occurred under the Expiring Lease. Both Landlord and Tenant are allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Premises, Electronic Equipment and/or Antennas (as defined below) will interfere with Landlord's or Tualatin Valley Fire and Rescue's current or proposed municipal use of the Property. In the event that such a study indicates that Tenant's use will or potentially will interfere with Landlord's or Tualatin Valley Fire and Rescue's current or proposed municipal use of the Property, Tenant has ninety (90) days after receipt of written notice from Landlord to remedy the interference to Landlord's satisfaction, and Landlord will work in good faith with Tenant to resolve the interference. If the problem is not so remedied in ninety (90) days, then Landlord may require Tenant, at Tenant's full expense, to power down Tenant's Electronic Equipment and/or Antennas (as defined below) so as to remove or minimize the interference, to the extent Landlord deems necessary. Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during such period.

(d) Landlord may, at its expense, perform tests as necessary to determine compliance of the Electronic Equipment and/or Antennas (as defined below) located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect ("Federal Exposure Limits").

(e) Tenant must install and maintain signs, in appropriate number, placement, language, color, form and substance and acceptable to Landlord (except as otherwise required by law), warning workers or other persons that for safety reasons they should not be there unless the Electronic Equipment and Antennas (as defined below) have been shut down. Among other places, such signs must be placed at places allowing access to roofs adjacent to the Antennas where radio frequency exposure may exceed Federal Exposure Limits.

(f) Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

7. Tenant Improvements; Utilities; Access.

(a) On the Premises, Tenant has the right, at its expense, to erect and maintain "Electronic Equipment" meaning improvements, personal property and facilities to operate its communications system (i) including a tower, radio receivers, transmitters, related facilities, equipment shelters and/or cabinets, related cables and utility lines and a location based system in accordance with and in compliance with Exhibit B. Tenant also has the right, at its expense, to erect and maintain antennas, cables (connecting the antennas to the Electronic Equipment) and cable trays (such antennas, cables and cable trays collectively referred to as "Antennas") on the Premises in accordance with Exhibit B.

Exhibit A contains a legal description of the Premises (including Rights of Access); Exhibit B contains a site plan which sets forth all improvements in place on the Premises and which are hereby approved by Landlord, including Antennas, any ice bridge, equipment cabinets, utility boxes, fences, walls, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets and parking and, if applicable within the site plan, any fence and wall detail.

(b) Prior to commencing construction of additional improvements beyond those identified in Exhibit B, Tenant must submit plans and specifications for all such improvements to Landlord for Landlord's written approval, not to be unreasonably withheld (this standard means approval is deemed to have occurred if there is no response within 20 business days of submittal). Improvements, construction, installations, or alterations must not be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued. Notwithstanding anything to the contrary contained herein Section 7, in the event of an emergency that requires immediate assistance, Tenant shall be able to conduct repairs, replacements and installations without Landlord's consent provided Tenant provides prior notice to Landlord of such.

(c) Tenant has the right to alter, replace, enhance or upgrade the Electronic Equipment and/or Antennas at any time during the term of this Lease to the extent that such changes do not differ from Exhibit B. Any changes from Exhibit B requires Landlord's written approval, and such approval must not be unreasonably withheld.

(d) Tenant must cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant must discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.

(e) Landlord acknowledges that except for Tenant's non-compliance with this Lease it must not interfere with Tenant's construction on the Premises including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antennas and/or Electronic Equipment.

(f) Tenant, at its expense, must use any and all appropriate means of restricting access to the Electronic Equipment, including the construction of a permanent fence or wall if and as set forth on Exhibit B, and if necessary, a temporary fence during construction.

(g) Tenant must, at Tenant's expense, keep and maintain the Antennas and Electronic Equipment now or hereafter located on the Premises in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Within ninety (90) days after the termination or expiration of this Lease ("Removal Period"), Tenant at its expense must remove the Antennas and Electronic Equipment and then must restore and return the Premises to Landlord in the same condition as they were prior to this Lease, reasonable wear and tear excepted, including Tenant removing footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade. During the Removal Period, Tenant must pay Landlord the Rent under Section 4 and/or Section 5 at two hundred percent (200%) the amount set forth therein, prorated and paid monthly in advance.

Any personal property, equipment or other improvements which are not removed prior to the expiration of the Removal Period following termination of this Lease shall be deemed abandoned and shall become the property of Landlord, at Landlord's option. Within thirty (30) days after receipt of a written request from Landlord following the expiration of the Lease, Tenant must execute a quitclaim deed to Landlord quitclaiming any and all interest in the Premises. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder must continue until Tenant has complied with this subsection (g).

(h) Tenant has the right to install utility lines serving the Premises and to improve the present utilities on the Premises, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant must install separate meters for utilities on the Premises used by Tenant. Tenant must pay when due all charges for utilities serving the Premises during the Term of the Lease.

(i) Landlord hereby grants Tenant a right in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) 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 to access and service the Premises and the Antennas at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Right of Access"). The Right of Access and their legal description are shown on Exhibit A attached hereto. The Right of Access is non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Right of Access and any roads or roadways located thereon. The Right of Access has the same term as this Lease.

(j) Tenant has 24-hours-a-day, 7-days-a-week access to the Premises and Antennas ("Access") at all times during the Initial Term of this Lease and any Renewal Term. Landlord and its agents has the right to examine the Antennas and to enter the Premises at reasonable times upon at least forty-eight (48) hours prior written notice to Tenant to examine and inspect the Electronic Equipment and the Premises; however, Tenant shall have the right to have a representative present and Landlord, its employees or agents must not unreasonably impede or deny Access to Tenant, its employees or agents. In the event that Landlord must limit or prohibit Access, or otherwise require the shutting down of Tenant's services in accordance with this Lease, Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs. Notwithstanding anything in this Lease to the contrary, Landlord has the right to exclude Tenant during any locally declared emergency which requires such measures.

(k) Except for emergency repairs, prior to Tenant commencing construction on the Premises, Tenant must provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld, delayed or conditioned upon additional consideration.

(l) Tenant must, prior to commencing any construction on the Premises, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond will expire after the completion of the lien filing period. Notwithstanding the foregoing, this Section (l) shall not be applicable for routine maintenance of the Premises and/or Antennas. Tenant must, following completion of construction, post a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Electronic Equipment and Antennas.

(m) Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by Section 6(f), law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant must reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

(n) Tenant must, at its own expense, maintain the Premises and Antennas and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant must keep the Premises and Antennas free of debris and anything of

a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(o) Notwithstanding any provision in this Lease to the contrary, Landlord has the right, at any time (and from time to time) during the Term of this Lease, to require Tenant to relocate the Electronic Equipment and/or Antennas, or any portion of them, at Landlord's expense, to another location suitable for Tenant's use, provided such relocation does not interrupt Tenant's daily operation of its equipment and provides for use of and access to such new location in the same or similar manner as Tenant enjoys at the current location. Tenant shall be given at least 360 days' prior written notice of such relocation along with a survey and legal description depicting such new location and must fully cooperate in such relocation provided it is performed in accordance with the requirements of this Section, and Landlord must reimburse all Tenant's costs associated therewith. In addition, if requested by Tenant, Landlord shall conduct a Phase 1 environmental survey, at Tenant's expense, of the proposed relocation area(s). Tenant however shall have the right to deny approval of the relocation where a Phase 1 environmental survey indicates a violation of any local, state or federal environmental law or regulation unless such violation is cured by Landlord prior to the relocation. Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such relocation is complete. There is a fifty (50%) percent reduction in the then current Rent until the relocation of the Electronic Equipment and Antennas is complete.

(p) Tenant is allowed to place a permanent generator on the Premises. Tenant is allowed to place a battery powered backup power supply on the Premises. Tenant is allowed to place a temporary generator on the Premises during the duration of power outages.

7A. Use by Other Providers.

(a) The Antennas and Premises may only be used by one entity (Tenant) except as set forth in subsections (b) and (c) below.

(b) Tenant may sublease or otherwise allow use of the Premises by other providers of licensed or unlicensed telecommunications services ("Other Providers"), provided (i) no such sublease shall relieve or release Tenant from its obligations under this Lease, (ii) the Other Providers are subject to the terms of this Lease and (iii) such use or subleases must only be for uses permitted under Section 3 or for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term).

(c) Tenant and any Other Provider are responsible both for the cost of placing its antennas on the Premises and for any liabilities that arise from the Other Provider's use of the Premises.

(d) This Lease does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their antennas or communications facilities.

8. Termination. (a) Except as otherwise provided herein, this Lease may be terminated,

without any penalty or further liability as follows:

- (1) upon written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default within the cure period set forth in Section 9 below;
- (2) upon twelve (12) months written notice by Tenant if despite diligent effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any governmental approval necessary for the installation and/or operation of the Antennas and Electronic Equipment;
- (3) upon ninety (90) days' written notice by Tenant if destruction or damage to the Antennas or Electronic Equipment substantially and adversely affects their effective use; or
- (4) upon written notice by Tenant or Landlord at the time title, or the right to control or to occupy the Premises or Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Tenant's use. Landlord and Tenant must each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power is treated as a taking by condemnation.

(b) Within sixty (60) days after receipt of a written request from Landlord following the expiration of this Lease, Tenant must execute a quitclaim deed quitclaiming to Landlord any and all interest Tenant, its successors and assigns, may have in the Premises, including this Lease and all Rights of Access. If Tenant fails to deliver a quitclaim deed to Landlord as required above, Tenant must thereafter continue to pay Landlord rent at a rate of two hundred percent (200%) the rate specified in Section 4, per month prorated daily, until such time as the quitclaim deed is delivered to Landlord.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party has the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of sixty (60) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party.

(b) Tenant is in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within twenty (20) days after receipt of written notice from Landlord of such failure; (ii) abandons the Electronic Equipment or Antennas or vacates the Premises (abandonment shall be broadly construed to mean that neither Tenant nor its

sublessees has used the Leased Premises in any manner for one (1) year and thereafter fails to respond within thirty (30) days after receiving written notice from Landlord asserting such abandonment); (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.

(c) In the event of a default, Landlord has the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to declare this Lease at an end by written notice to Tenant and thereafter to re-enter the Premises and eject all persons there from, and Tenant must remove the Electronic Equipment and Antennas as required in Section 7(g) (and proceed as set forth in Section 8(b)) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination; (ii) the amount by which the unpaid Rent reserved for the balance of the Term exceeds the amount of such rental loss to Landlord that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease

(d) If suit is brought by Landlord for recovery of possession of the Premises, removal of the Antennas, removal of the Electronic Equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant must pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

(e). In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages is deemed to be Rent otherwise due and is added to the Rent and is due from the Tenant to Landlord on the first day of the month following Tenant's receipt of an invoice for the respective expenses.

10. Taxes.

Tenant must pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly attributable to the leasehold estate, presence or installation of the Tenant's Electronic Equipment or Antennas, or those of an Other Provider, or Tenant's (or an Other Provider's) presence or operations on the Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment 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 or indirectly attributable to Tenant's installation, Landlord must provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 12 below.

11. Insurance, Subrogation and Indemnification.

(a) Tenant must provide commercial general liability insurance and pollution liability insurance in an aggregate amount of Five Million and no/100 Dollars (\$5,000,000) with a minimum combined single limit for each occurrence of Two Million Dollars (\$2,000,000); and statutory Worker's Compensation Insurance as required by law at a minimum of One Million and no/100 dollars (\$1,000,000); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. Landlord is listed as an additional insured on the commercial general liability and automobile liability policies and is provided with a certificate of insurance at the Effective Date of this Lease and subsequently within thirty (30) days after Tenant's receipt of a written request from Landlord, not more than once annually. Upon receipt of notice from its insurer(s), Lessee shall provide Lessor with thirty (30) days' prior written notice of cancellation of any required coverage. All insurance policies may be written with commercially reasonable deductibles but not with retainages.

(b) Tenant's contractors and subcontractors must provide at the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Electronic Equipment and Antennas. Upon completion of the installation of the Electronic Equipment and Antennas, Tenant must substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times is representative of the insurable values installed or constructed.

(c) Tenant must require that each and every one of its contractors and their subcontractors who perform work on the Premises or Property to carry, in full force and effect, workers' compensation, commercial general liability, and automobile liability insurance coverages of the type, with the restrictions, and in the amounts which Tenant is required to obtain under the terms of this Lease.

(d) The commercial general liability insurance and automobile liability policies required under this agreement must name Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, and agents as additional insureds (herein referred to as the "Additional Insureds").

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section is filed and maintained with Landlord annually during the Term of the Lease. Tenant must ensure that Landlord is notified at least thirty (30) days prior to any material reduction in available limits of coverage under the insurance policies described above.

(f) All insurance is effected under valid and enforceable policies, insured by insurers licensed and qualified to do business by the State of Oregon. All insurance carriers and surplus line carriers is rated A ("A") or better by A.M. Best Company.

(g) Landlord (if and to the extent allowed by law) and Tenant each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the indemnifying Party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying Party; (ii) a breach of any obligation of the indemnifying Party under this Lease; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the indemnified Party by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises by the indemnifying Party or the indemnifying Party's failure to comply with any federal, state or local statute, ordinance or regulation, except if and to the extent caused by the negligence, gross negligence or willful misconduct of the Party seeking such indemnification. Notwithstanding the preceding, Landlord must not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever to the extent arising directly out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Electronic Equipment, Antennas or Premises, and Tenant hereby agrees to indemnify and hold harmless the Landlord against and from any claim asserted or liability imposed upon the Landlord for such injury or damage.

(h) Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Premises except those created by the gross negligence or willful misconduct of Landlord or its employees or agents.

(i) Notwithstanding the foregoing, indemnification under this Section 11 and Section 14 must not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11(h) through (k) must survive the expiration or termination of this Lease.

(j) In the event any action or proceeding is brought against a Party by reason of any matter for which the Party is indemnified under Sections 11 or 14, the indemnifying Party must, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party must not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party must not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

12 Notices.

(a) All notices, requests, demands and other communications is in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Land Management
10 Presidential Way
Woburn, MA 01801

With a copy to:

Legal Dept.
116 Huntington Avenue
Boston, MA 02116

If to Landlord, to:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

With a copy to:

City of Tualatin
Maintenance Services
10699 SW Herman Rd.
Tualatin, Oregon 97062

(b) Notice for all operational and emergency contacts must initially be as follows. Landlord and Tenant must each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Land Management
Attn: Landlord Relations
10 Presidential Way
Woburn, MA 01801

Tenant Emergency Services contact:

Network Operations Center – 1-877-518-6937
Landlord Relations Department – 1-866-586-9377

If to Landlord, for general operational matters:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

Landlord Emergency Services contact:

City Main Line 503-692-2000
Maintenance Services 503-691-3099

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; and (iv) 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 covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof must not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, must not introduce or use any Hazardous Substance on the Property, Premises or Right of Access in violation of any applicable law. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it is interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Landlord may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Tenant's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees, except to the extent arising as a result of the negligence, gross negligence or willful misconduct of Landlord or its employees or agents. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 must survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant has the right to assign or otherwise transfer this Lease without the consent of Landlord to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services complying with IEEE 802.16, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Tenant at the time of the assignment. Upon notice to Landlord of such assignment, Tenant is relieved of all liabilities and obligations hereunder and Landlord must look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults.

(b) Any other assignment not undertaken under Section 15(a) requires the prior written consent of Landlord, not to be unreasonably withheld, delayed or conditioned. Tenant must provide the name and contact information of the entity to which the assignment was made. Upon written consent by Landlord to the assignment, Tenant is relieved of all liabilities and obligations

hereunder and Landlord must look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. Landlord may still hold Tenant liable under this Lease if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Tenant at the time of assignment.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Electronic Equipment and Antennas, and may assign this Lease and the Electronic Equipment and Antennas, to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord must execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees must not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice must not diminish Landlord's rights against Tenant, but must preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

(d) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., is deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee must upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment is paid to Landlord, is the exclusive property of Landlord, and must not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord is held in trust for the benefit of Landlord and be promptly paid to Landlord.

(e) Landlord may assign or transfer this lease, and, upon written notice to Tenant of such assignment, is relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in said Lease Agreement, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

16. Successors and Assigns. This Lease and the rights granted herein must run with the land, and is binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Electronic Equipment and Antennas or any portion thereof,

which is deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Electronic Equipment and Antennas as required by this Lease, then the waiver of lien rights is void.

18. Dispute Resolution.

(a) Except as otherwise provided in this Lease, any controversy between the Parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

(b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case of a Landlord which is a public body, the authority to recommend decisions to Landlord's Board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Landlord's Board or legislative body), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third Party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation is nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

(c) The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, is born equally by the Parties. Each Party's costs and expenses will be born by the Party incurring them.

19. Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant becomes a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and is treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, is subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

20. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act must then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Electronic Equipment, Antennas or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary Electronic Equipment on the Premises and such temporary Antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the

Property or ability to repair or restore the Premises or Property. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, Tenant is obligated to repair or restore the Electronic Equipment and Antennas in accordance with the terms of this document.

21. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder must not waive such rights, but Landlord has the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease must not be deemed a waiver of such breach unless expressly set forth in writing.

22. Miscellaneous.

(a) The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

(b) Each Party agrees to furnish to the other, within twenty (20) days after receipt of a written request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the Parties, 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 is in writing and executed by both Parties.

(d) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises or Property. The Memorandum of Lease may be recorded in place of this Lease by either Party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to use reasonable efforts to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith.

(e) This Lease is construed in accordance with the laws of the State of Oregon.

(f) If any term of this Lease is found to be void or invalid, such finding must not affect the remaining terms of this Lease, which must continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they is deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation must not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver is implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease is deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which is deemed an original, but all of which together must constitute a single instrument.

(i) All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(k) Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."

[Signature Pages To Follow.]

LANDLORD:

City of Tualatin

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT:

SpectraSite Communications, LLC
A Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit A – Legal Description of Premises

Exhibit B – Drawings of Wireless Facilities

Exhibit C – Memorandum of Lease

EXHIBIT A

LEASED PREMISES

EXHIBIT B

Drawings of Wireless Facilities

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between City of Tualatin, ("**Landlord**") as lessor, and SpectraSite Communications, LLC, a Delaware limited liability company ("**Tenant**") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"). Landlord and Tenant entered into that certain Cellular Communications Site Lease dated on or about the date of this Memorandum (the "**Lease**"). Under the Lease, Tenant is leasing approximately 3,600 square feet of the Property for the placement of Tenant's wireless facility, together with a non-exclusive right of access for utilities and ingress and egress for access (the "**Premises**"), described, along with the Property, in Exhibit A which is attached.
2. **Expiration Date.** The Lease is a 5-year lease, with three additional 5-year renewing terms. Unless terminated sooner as provided in the Lease, the final renewing term expires on **March 31, 2040.**
3. **Effect/Miscellaneous.** This Memorandum is for information purpose only and not a complete summary of the terms, provisions and conditions contained in the Lease. The Memorandum has no legal effect with respect to the terms and conditions of the Lease between the parties. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.
4. **Notices.** All notices, requests, demands and other communications is in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Land Management
10 Presidential Way
Woburn, MA 01801

With a copy to:

Legal Dept.
116 Huntington Avenue
Boston, MA 02116

If to Landlord, to:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

With a copy to:

City of Tualatin
Maintenance Services
10699 SW Herman Rd.
Tualatin, Oregon 97062

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Tualatin

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SpectraSite Communications, LLC, a
Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me,
_____ the undersigned Notary Public, personally appeared
_____, who proved to me on the basis of
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or
the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

PROPERTY

PREMISES