

**Telecommunication Site Lease Agreement
Phoenix Tower International (PTI) For 2470 W. Pioneer Ave**

This Telecommunications Site Lease Agreement (Ground) (the "Agreement" or the "Lease") is entered into this _____ day of _____, 2025 ("Commencement Date"), between PTI US Towers I, LLC, a Delaware limited liability company ("Lessee"), and the CITY OF FULLERTON, a municipal corporation ("Lessor") is intended to replace that certain Telecommunications Site Lease Agreement by and between Royal Street Communications California, LLC and City of Fullerton dated July 23, 2008, as amended, which shall be of no further force and effect upon the full execution of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

- (a) Lessor owns a parcel of land (the "Land") located in the City of Fullerton, County of Orange, State of California, commonly known as 2470 W. Pioneer Ave., APN _____, described on Exhibit A. Lessor hereby leases that portion of the Land shown on Exhibit B("Premises") to Lessee.
- (b) Should Lessee request to expand the Premises for the Lessee Facilities (as defined in Paragraph 7(a) below) beyond the square footage of the Premises, Rent (as defined below) shall be increased in proportion to the extra square footage included in the revised Premises and as mutually agreed upon by the parties. Expansion of the Premises is subject to the prior express written approval of the Lessor's City Manager, which may be withheld in the City Manager's unfettered discretion.

2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of wireless communications services by Lessee, to include but not limited to installation, operation and maintenance of Lessee's equipment, antenna structure and related appurtenances. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises ("Governmental Approvals"). Lessee shall be in full compliance with all applicable laws, including those of the City of Fullerton, and related permitting requirements. Nothing herein constitutes a discretionary approval or pre-commits Lessor to any discretionary approval. Notwithstanding the foregoing, Lessor shall have no obligation to alter, influence or otherwise modify any permitting procedure, which Lessor ordinarily administers pursuant to its permitting authority.

3. Term. The term of this Lease shall be five (5) years ("Initial Term") commencing on the Commencement Date, and terminating on the fifth anniversary of the Commencement Date and shall be automatically extended for one (1) additional five (5) year term (the "Renewal Term") unless terminated in writing by Lessee with at least six (6) months prior notice, or unless otherwise terminated as provided in Paragraph 12 below.

4. Additional Extensions. If at the end of the Renewal Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years (Additional Renewal Term). For five (5) additional five-year periods thereafter, at the end of each Additional Renewal Term, if neither party has given to the other written notice of an intention to terminate the Agreement at least three (3) months prior to the end of this term, the Agreement shall continue for an Additional Renewal Term. Annual rent for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term, subject to item 6(b) herein. The initial term and all Renewal Terms and Additional Renewal Terms shall be collectively referred to herein as the "Term."
5. Rent/Payments.
- (a) Within 90 days of the Commencement Date, Lessee shall pay to Lessor as rent pay to Lessor an annual rental payment for the Premises of Seventy Four Thousand Four Hundred Fifty and Ninety Eight Cents (\$74,450.98) ("Rent"). Rent shall be payable to: Lessor: City of Fullerton, 303 West Commonwealth Avenue, Fullerton, CA 92832, Attn: Accounts Receivable. Thereafter, the rent for the upcoming year shall be due no later than each anniversary of the Commencement Date.
 - (b) For the entire term of this Agreement, the Rent due hereunder will be adjusted upwardly by a compounded 4% annually on the first day of the month in which each anniversary of the Commencement Date occurs throughout the Term.
 - (c) Lessee is subject to all permitting and approvals as well as associated fees for this project.
6. Facilities; Utilities; Access.
- (a) Lessee is the tower operator of those certain telecommunication facilities as further shown on Exhibit C ("Lessee Facilities") attached hereto. In connection therewith, Lessee has the right to maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antenna(s) to the transmitters and receivers.
 - (b) All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures.
 - (c) Lessee shall directly pay to the servicing utility company for all electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall provide for separate utility service, to include installation of required service meter(s), from any utility company that will provide service to the Land. Lessor agrees to sign such documents or encroachment agreements as required by said utility companies to provide such service to the Premises. Any encroachment agreement necessary for such power or other utilities will be at a location acceptable to Lessor

and the servicing utility company in Lessor's reasonable discretion which shall not be unreasonably withheld.

- (d) Lessee, Lessee's employees, and authorized contractors, and subcontractors, shall have access, subject to reasonable public safety rules and site security considerations which may be adopted by the Lessor from time-to-time in writing and of which Lessee is given notice and applicable laws, to the Premises between 7 a.m. and 5 p.m. seven days a week, except that for emergencies, access is permissible twenty-four (24) hours a day, seven (7) days a week. Lessor grants to Lessee, and its agents, employees, contractors and subcontractors, a non-exclusive license to enter the Land for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit A attached hereto, subject to reasonable public safety rules and site security considerations which may be adopted by the Lessor from time-to-time in writing and of which Lessee is given notice. Lessee understands the right to access the Land is not the granting of an easement right by Lessor and shall not be construed as such.
- (e) Lessee shall obtain the necessary permits for the construction of structures, the installation of antenna facilities, the installation of overhead or underground cables, conduits, and other appurtenances. Notwithstanding any language in this agreement to the contrary, nothing herein shall constitute a waiver or discretionary approval on the part of the Lessor of any action which requires discretionary approval pursuant to otherwise applicable law; further, nothing in this agreement absolves the Lessee from obtaining any governmental approvals that may be required from the City of Fullerton in its regulatory capacity, or from any other governmental entity.
- (f) Lessee has the right to remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal, except that Lessee shall not be required to remove any foundation more than three (3) feet below grade level. Removal of Lessee's Facilities shall not create a basis to authorize terminate this Agreement early.
- (g) Except as expressly stated in this Agreement to the contrary, nothing in this Agreement limits the full authority of Lessor to use any portion of the Land, in any manner it deems appropriate.

7. Interference.

- (a) Lessee shall operate the Lessee Facilities in a manner that will not cause unreasonable interference to the telecommunications operation of Lessor and other lessees or licensees of the Land, provided that their installations predate the date of this Lease. All operations by Lessee shall be in compliance with all applicable Federal Communications Commission ("FCC") requirements. As of the date of this Agreement, Lessor acknowledges, approves and agrees that the existing Lessee Facilities do not cause unreasonable interference to the telecommunications operations of Lessor and/or other lessees or licensees of the Land. If Lessee learns of

unreasonable interference, Lessee shall immediately stop the use of the equipment causing the interference, and may not resume operation of such equipment (excepting testing) until the equipment no longer causes unreasonable interference.

- (b) Subsequent to the date of this Lease, Lessor shall not permit itself, its lessees or licensees to install new equipment on or near the Land if such equipment will cause interference with Lessee's existing operations. The parties acknowledge that continuing interference may cause irreparable injury. Therefore, without limiting the foregoing and in addition to any other remedies available to Lessee pursuant to law or equity, if Lessor fails to promptly stop any interference with Lessee after receipt of written notice, Lessee may immediately terminate this Agreement without liability.

- 8. Taxes. Lessee shall pay all real property taxes, possessory interest taxes, assessments and deferred taxes levied on the Premises or any possessory interest held by Lessee to the extent caused by the use of the Premises. This provision constitutes notice to Lessee pursuant to Revenue and Taxation Code Section 107.6 regarding the creation of a potential possessory interest. Lessee's responsibility pursuant to this Section 8 shall be limited to the taxes and assessments hereinabove allocated to Lessee ("Taxes") assessed for tax periods during the Term, prorated for any partial tax periods during such time. Lessee shall pay any such Taxes assessed to Lessor within one hundred twenty (120) days after receipt of satisfactory documentation indicating the calculation of Lessee's share of such Taxes and payment of the Taxes by Lessor.

- 9. Waiver of Lessor's Lien.

- (a) Lessor waives any lien rights it may have concerning the Lessee Facilities, which are deemed Lessee's personal property and not fixtures.
- (b) Lessor acknowledges that Lessee may from time to time enter into financing arrangements, including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral, may be removed at any time without recourse to legal proceedings.

- 10. Modifications. INTENTIONALLY DELETED

- 11. Early Termination.

- (a) Early Termination due to Regulatory Issues. In addition to any other termination rights set forth in this Lease, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessee if it does not obtain or maintain any license, permit or other approval or any easement necessary for the construction and operation of

the Lessee Facilities, provided the Lessee utilized reasonable due care in so seeking, or (ii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC including, without limitation, a take back of channels or change in frequencies. Upon termination pursuant to this or any other paragraph of this Lease, Lessor will promptly refund to Lessee any prepaid Rent applicable to periods after the date of termination unless such termination is a result of Lessee's default.

- (b) Relocation of Lessor's Facilities. If, in Lessor's sole and absolute discretion, Lessor determines Lessor's facilities must be relocated, Lessor will provide Lessee with at least one hundred eighty days (180) prior written notice of need to relocate Lessee's Facilities. Lessor shall permit Lessee to relocate the Premises to an alternate location on the Land of substantially similar size and, if feasible, providing similar signal quality and coverage as Lessee enjoyed from the Premises. Lessor will ensure that the relocation site will not result in material interference with the project requiring relocation, or any future public project. Lessee shall have at least two hundred seventy (270) days from the identification of a mutually acceptable relocation site to complete such relocation; provided, however, that if Lessee has submitted a complete application to the relevant regulatory authorities within the first 120 days after the identification of the relocation site, such relocation shall be conditioned upon Lessee obtaining any approvals, licenses or permits required for such relocation. Any such relocation must not materially interrupt Lessee's services. Pending completion of the permanent relocation, Lessee may operate a temporary mobile operating unit on the Land or a mutually agreeable location proximate to the Land as necessary to continue to provide uninterrupted services from the Land.
- (c) Removal upon Early Termination. If Lessee exercises the rights authorized under this section 11, Lessee shall remove all the Lessee Facilities at its sole expense within 90 days of the termination. Failure to timely remove facilities shall be subject to 20 of this Agreement (Termination).

- 12. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement effective as the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor (or its successor) not later than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. In the event the Premises are damaged or destroyed and Lessee does not prematurely terminate this agreement, Lessor shall use reasonable efforts to provide Lessee with a temporary location on the Land, or other property owned or controlled by Lessor, which is suitable for Lessee's operations of a temporary communication facility. Lessee may operate a temporary communication facility on the temporary location until the Premises and/or Lessee Facilities are restored. In the event a temporary location is not available for such temporary communication facility, Rent shall abate until the Premises or Lessee Facilities are restored.

- 13. Insurance:

- (a) Lessee shall procure and maintain throughout the duration of this Agreement, the following insurance:
- i. \$2 Million Commercial. Commercial general liability insurance, policy or policies in a form at least as broad as ISO Form #CG 001, with limits of \$2,000,000 combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by Lessee, its officers, employees, agents, and independent contractors in relation to Lessee's use of the Premises or performance of any obligation under this Agreement. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - ii. \$2 Million Auto. Business Automobile liability insurance for all owned, hired and non-owned vehicles in the amount of no less than \$2,000,000 per accident for bodily injury and property damage.
 - iii. Workers Comp. Workers' Compensation insurance as required by California law with statutory limits and Employer's Liability insurance with limits not less than \$1,000,000 for each accident/disease/policy.
- (b) Endorsements. All insurance coverages shall be confirmed by providing Lessor with required endorsements and certificates of insurance. Lessee is required to file the required policy endorsements and certificates with Lessor on or before the effective date of this Agreement, and to thereafter maintain current required endorsements on file with Lessor. To the extent that Lessee has any coverage amounts in excess of the minimum amounts listed in subsection this Section 13 of this agreement, then such additional amounts shall be deemed to be obligations imposed by contract.
- (c) Endorsement Contents. The required insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. Commercial General Liability, Business Automobile Liability Policies.
 - ii. The Lessor, its officers, officials, employees, and volunteers are to be covered as an additional named insured as respects by endorsement as respects this Agreement: liability caused, in whole or in part, by activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired, or borrowed by the Lessee.
 - iii. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its elected and appointed officials, officers, employees, and volunteers.
 - iv. Any insurance or self-insurance maintained by the Lessor, its officers, elected and appointed officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lessor, its officers, officials, employees, or volunteers.

- vi. The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) Notice of Cancellation. Upon receipt of notice from its insurer Lessee will provide the City with thirty (30) days prior written notice of cancellation of any policy required under this Agreement.
 - (e) Insurer Quality. All required insurance shall be placed with insurers reasonably acceptable to Lessor with current A.M. Best ratings of no less than A-, VII.
 - (f) Insurance vs. Indemnification. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Paragraph 14 or the extent to which Lessee may be held responsible for payments of damages to persons or property.
14. Indemnities. As a major inducement and in consideration of this Lease and the permission herein granted, Lessee agrees to defend, indemnify and hold harmless Lessor, its officials, officers, agents, employees and assigns from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of Lessee or its officers, agents, assigns, sublessees or employees on the Land, whether such activities or operations are authorized by this Lease or not. Further, Lessee shall pay for any and all damage, loss or theft to the property of Lessor to the extent such damage, loss or theft arises out of the activities and operations of Lessee or its officers, agents, assigns or employees on the Land. Lessor shall not be responsible for any loss or damage to any property owned or controlled by Lessee that is situated on the Land except to the extent caused by the sole negligence or willful misconduct of Lessor and its agents and employees. Nothing herein shall affect, impact or impair the applicability of any immunities to which Lessor is legally entitled.
15. Assignments and Subletting. Any proposal for subletting must be presented to the Lessor for prior written approval, which may be granted or withheld at the Lessor's sole discretion. Each proposal must be reviewed and approved on a case-by-case basis, and any sublease shall be subject to the mutual concurrence of the Lessor and the proposed sublessee. The Lessee shall not assign, transfer, or otherwise convey any interest in this Agreement or the Premises without the prior written consent of the Lessor, which may be withheld at the Lessor's sole discretion.

Notwithstanding the foregoing, the Lessee may assign this Agreement to the Lessee's principal, affiliates, or subsidiaries, or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the FCC where the Premises is located, through a merger, acquisition, or other business reorganization, provided that such assignment does not materially adversely affect the Lessor's interests. Any such assignment shall relieve the Lessee of all liabilities and obligations under this Agreement only upon the assignee's written assumption of all terms and conditions of this Agreement to the satisfaction of the Lessor.

Additionally, the Lessee may assign, mortgage, pledge, hypothecate, or otherwise transfer its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom the Lessee (i) has obligations for borrowed money or in

respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptances, and similar facilities or in respect of guaranties thereof. Any change in stock ownership or control of Lessee shall constitute an assignment requiring Lessor's prior written consent under this Agreement. The Lessor may assign its rights and obligations under this Agreement upon providing written notice to the Lessee, provided that the assignee expressly assumes all of Lessor's obligations under this Agreement in writing, including, but not limited to, those obligations set forth in Paragraph 8 above.

16. Warranty. Lessee has inspected and hereby accepts the Premises in the condition existing as of the date of execution hereof, subject to all applicable laws and regulations. Except as expressly provided in this Agreement, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the Premises.
17. Repairs. Lessee shall not be required to make any repairs to the Premises, the Land or any improvements thereon other than those installed by Lessee unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(b) above, upon expiration or within ninety (90) days after the termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control accepted. Lessee will be responsible for repairing and maintaining the Lessee Facilities in a proper operating and reasonably safe condition; provided, however, that if any such repair or maintenance is required due to the act of Lessor, its agents or employees, Lessor shall reimburse Lessee, as mutually agreed, for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessor will maintain and repair all other portions of the Land and any improvements thereon in a proper operating and safe condition.
18. Hazardous Substances. Each party agrees that it will not knowingly use, generate, store or dispose of any Hazardous Material, on, under, about or within the Land in violation of any law or regulation. If either party becomes aware of a release of Hazardous Materials on the Land, unless said release is by the other party, such party shall (1) notify the other party of such release of Hazardous Materials; and (2) promptly take any remedial action required by appropriate government authorities. Each party will not, and will not permit, to the best of its ability, any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land.
 - (a) Lessee, at its sole cost and expense, shall comply with all applicable laws relating to the storage, use and disposal of hazardous, toxic or radioactive matter used, stored, brought onto, handled, generated or removed from the Premises by Lessee, including, without limitation, those materials identified in Sections 66680 through 66685 in Title 22 of the California Administrative Code, Division 4, chapter 30 (Title 22) as amended from time-to-time (collectively, the "Hazardous Materials"), and including, but not limited to, those laws and regulations promulgated pursuant to CERCLA, RCRA, OSHA, Cal - OSHA, Proposition 65, the Hazardous Waste Control Act, the Underground Storage of Hazardous Materials

Release Act, the Hazardous Materials Release Response Plans and Inventory Act, the Hazardous Substance Account Act, the Porter Cologne Water Quality Control Act and implementing regulations published by the Environmental Protection Agency, Water Resources Control Board and Department of Health Services. On the Commencement Date, and at Lessor's written request, and not more frequently than annually thereafter, Lessee shall provide to Lessor an itemized list of categories of Hazardous Materials, if any, currently in use by Lessee in connection with its operations on the Premises. Lessee shall conduct all monitoring activities required by applicable federal, state and local laws or regulations with respect to Lessee's use of Hazardous Materials on the Premises, and shall, at its own cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted law, ordinance or regulation applicable to Lessee's use of the Premises. In addition, in the event of any complaint or governmental inquiry which is attributable to acts or omissions of Lessee on the Premises, Lessor may require Lessee, at Lessee's sole cost and expense, to conduct specific, but reasonable, monitoring or testing activities with respect to Hazardous Materials stored, generated, used or brought onto the Premises by Lessee; provided, however, that Lessee shall be required to perform only those monitoring and/or testing activities which are required by applicable federal, state, and local laws. Lessee's monitoring programs shall comply with applicable laws. Lessee shall be solely responsible for and shall defend, indemnify, and hold Lessor and Lessor's agents and employees free and harmless from and against all claims, costs, and liabilities, including reasonable attorneys' fees and costs, to the extent caused by Lessee's (or any related party's) storage, use or disposal of Hazardous Materials on the Premises.

- (b) Lessor represents that, to the best of Lessor's knowledge, the Premises have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that no Hazardous Materials or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

19. Lessee Defaults.

- (a) Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee, sometimes referred to herein as an "Event of Default."

- 1. Abandonment. The vacating or abandonment of the Premises by Lessee following thirty (30) days written notice to Lessee; provided, however, Lessor acknowledges that Lessee's use of the Premises will involve the operation of automatic communications equipment which does not require the presence of persons on the Premises for such equipment's operation, that no persons will be present on the Premises, except in order to perform maintenance and repair activities on a periodic basis, and that the absence of persons from

the Premises shall not constitute vacation or abandonment of the Premises under the Lease.

2. Non-Payment. The failure by Lessee to make any payment of Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received by Lessee from Lessor.
3. Violation of Agreement. The failure by Lessee to observe or perform any of the material covenants, conditions or provisions of this Lease to be observed or performed by Lessee and other than in the event of a default in the payment of Rent, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
4. Assignment/Bankruptcy. (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Land or of Lessee's interest in this Lease where such seizure is not discharged within sixty (60) days. Provided, however, if any provision of this Paragraph 19(a) (4) is contrary to any applicable law, such provisions shall be of no force or effect. Notwithstanding the foregoing, any appointment, attachment or other transaction allowed pursuant to the provisions of Paragraph 15 (assignments and subletting) shall not constitute a default of this Agreement.

- (b) Remedies. Except as otherwise provided in this Lease, in the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

1. Termination and Costs. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the

worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the then-current term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

2. Possession. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the Rent as it become due hereunder.
 3. Other Remedies. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Land is located. Unpaid installments of Rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law to non-exempt lenders.
- (c) Re-Entry. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease, to re-enter the property and/or remove persons or property from the Land.
- (d) Cure. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligations; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Such default by Lessor is also sometimes referred to herein as an "Event of Default".
- (e) Remedies Not Exclusive. In the event of a Lessor default, Lessee may avail itself of any remedies available to it at law and/or equity including, without limitation, the right to terminate this Lease.
- (f) Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within fifteen (15) business days after such amount shall be due, then, Lessee shall pay to Lessor a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

- (g) Lessor's Right to Inspect. Lessee may enter the Premises following reasonable written or telephonic notice to Lessee and when accompanied by an authorized representative of Lessee for the purpose of inspecting the Premises. Lessor shall not interfere with Lessee's business on the Premises. Lessee shall have the right to exclude certain of Lessor's agents or guests so long as Lessee gives prior written or telephonic notification to Lessor of its good faith reasons for such exclusions. Lessor shall have the right to enter the Premises for the purpose of preserving persons and/or property in the event of an emergency at any time without prior notice to Lessee; provided, however, in case of any such entry Lessor shall promptly notify Lessee of such entry in writing or telephonically as soon as practicable.
20. Conditions of Installation. INTENTIONALLY DELETED
21. Removal. Should Lessee fail to timely remove the Lessee Facilities from the Land and to return the Land to its prior state, reasonable wear and tear excepted, within ninety (90) days after the expiration or earlier termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's sole expense, plus a 20% fee to cover Lessor's expected overhead costs. If Lessee does not claim the Lessee Facilities, and provided that Lessor has given Lessee and any third-party financing entity ninety (90) days prior written notice, the Lessee Facilities shall be deemed abandoned, and Lessor may dispose of such facilities in any way Lessor deems appropriate.
22. Adjacent Property. Lessee agrees to indemnify, defend and hold Lessor harmless, in an amount not to exceed the value of consideration paid by Lessee to Lessor pursuant to this Agreement, from any and all damages of any nature to improvements within or about the Premises to the extent caused by the construction undertaken by Lessee upon or to the Premises or of the Lessee Facilities, except to the extent caused by the negligence, willful misconduct or violation of law, or breach of this Lease by Lessor.
23. INTENTIONALLY DELETED
24. Miscellaneous:
- (a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties
- (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

Lessee: PTI US Towers I, LLC
999 Yamato Road, Suite 100
Boca Raton, FL 33431
Attn: US General Counsel
Re: US-CA-1322

Lessor or Lessee may from time-to-time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal.

- (e) This Agreement shall be governed by the internal laws of the State of California.
- (f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.
- (g) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (h) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (i) This Lease contains all agreements, promises and understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.
- (j) The parties agree that each provision hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
- (k) The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.
- (l) If either party institutes any action or proceeding in court to enforce any provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the lost party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.
- (m) In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions herein contained if deemed appropriate by a court of competent jurisdiction.

- (n) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.
- (o) This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

City of Fullerton, a municipal corporation

By: _____
Eric Levitt, City Manager

APPROVED AS TO FORM:

Richard D. Jones, City Attorney Date

LESSEE:

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

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

To

**TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND)
LEGAL DESCRIPTION OF LAND**

Site Name: 2470 W. Pioneer (2470 W. Pioneer) Site I.D. No.: _____

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE EASTERLY 365 FEET OF THE PORTION OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY

RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 13, SOUTH 0° 38' 30" WEST 841.50 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89° 59' 20" WEST 1328.82 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33;

THENCE SOUTH 0° 38' 10" WEST ALONG SAID WEST LINE, 323.50 FEET TO A POINT;

THENCE NORTH 89° 59' 20" EAST 1328.72 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE 0° 38' 30" EAST ALONG SAID EAST LINE 323.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

APN: 032-190-08

EXHIBIT B

To

TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND)
LEGAL DESCRIPTION OF PREMISES

Site Name: 2470 W. Pioneer (2470 W. Pioneer) **Site I.D. No.:** _____

(See Attached)

EXHIBIT C

To

**TELECOMMUNICATIONS SITE LEASE AGREEMENT (GROUND)
SITE PLAN WITH EQUIPMENT DETAIL**

Site Name: 2470 W. Pioneer (2470 W. Pioneer) Site I.D. No.: _____

(See Attached)

LESSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
COUNTY OF _____)

On _____ before me,
_____, personally
appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

(typed or printed)

(Seal)

LESSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me,
_____, personally
appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

Name _____

(typed or printed)

(Seal)