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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: HMP, DEPUTY - WI 29 P.

When recorded return to:
3300 South Properties
1348 East 3300 South Street
Salt Lake City, Utah 84106

ROOFTOP EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 26 day of October, 2012 ("Effective Date"), by and between 3300 South Properties, LLC, Limited Liability Company, whose address is 362 W. Pierpont Ave., Salt Lake City, UT 84101 ("Site Owner") and AP Wireless Investments II, LLC, a Delaware limited liability company ("APWI2"). All references hereafter to "APWI2" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (APWI2 and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain building and real property ("Property") located in the City of Salt Lake, and County of Salt Lake, in the State of Utah, having a street address of 1348 E. 3300 S., Salt Lake City, UT 84117 and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant APWI2 full discharge and acquittance therefor, Site Owner agrees to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to APWI2:

(1) an exclusive easement in, to, under and over the portion of the Property substantially as shown and described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for APWI2 to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right in favor of APWI2 and its Customers (as defined herein below) to enter the Property and access the easements described below at any time, without notice to the Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the foregoing activities and uses, and

(2) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses; and

(3) a non-exclusive easement in, to, and under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations in the building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to APWI2, as of the Effective Date, all of its beneficial rights, title and interest in, to and under the Existing Agreements, including without limitation, all rents and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to APWI2 of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Site Owner covenants and agrees that Site Owner remains the fee owner of the Property and Site Owner is not assigning and shall continue to comply with all obligations of the lessor under the Existing Agreements. Notwithstanding the foregoing, to the extent that any of the Existing Agreements require any assignee of the Site Owner's rights to assume all obligations of Site Owner under the Existing Agreements, then (i) Site Owner also transfers and assigns to APWI2, as of the Effective Date, any and all of its obligations in, to and under the Existing Agreements, (ii) APWI2 assumes, recognizes and is responsible for all such obligations, and (iii) Site Owner shall cooperate with APWI2 to facilitate APWI2's fulfillment of all such obligations, and Site Owner shall indemnify, defend and hold harmless APWI2 for any performance of APWI2 of such obligations that reasonably relate to the Property outside of the Easement.

3. Use of Easements. APWI2 shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement, by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of APWI2 and/or APWI2's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be for a term of ninety-nine (99) years commencing on the Effective Date.

5. Termination. In the event APWI2 and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed abandoned. APWI2 may abandon the Easements for any reason or at any time by giving thirty (30) days notice to Site Owner. Unless otherwise provided in this paragraph, other limited use of the Easements by APWI2 or Customers shall not be deemed a surrender or abandonment of the Easements nor prevent APWI2 from benefiting from the full use and enjoyment of the Easements. This Agreement may not be terminated by Site Owner. Upon abandonment, this Agreement shall be terminated, and APWI2 and Site Owner shall execute and record such documents reasonably required to terminate the Easements.

6. Improvements; Utilities. APWI2 and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1,

all of which shall be deemed part of the Facilities. The Facilities shall remain the Property of APWI2 and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate with APWI2 and to act reasonably and in good faith in granting APWI2 the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon APWI2's request, execute and record a separate written easement with APWI2 or with the utility company providing the utility service to reflect such right. Site Owner agrees to cooperate with APWI2 in obtaining, at APWI2's expense, all licenses and permits required for APWI2's use of the Easements and Site Owner hereby irrevocably constitutes and appoints APWI2 as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by APWI2, in the name of Site Owner or APWI2, as necessary to comply with applicable laws, statutes or regulations.

7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by APWI2 to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "Taxes") attributable to the Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Within ten (10) days of receiving a request from APWI2, Site Owner shall furnish to APWI2 a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, APWI2 shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse APWI2 for the full amount of such Taxes paid by APWI2 on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from APWI2.

8. Representations. Site Owner hereby represents and warrants to APWI2, as of the date hereof, that:

- (a) It is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to APWI2, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained;
- (b) The Existing Agreements, this Agreement and all other documents executed by Site Owner in connection therewith constitute the legal, valid and binding obligation of Site Owner, enforceable against Site Owner in accordance with their terms;
- (c) Site Owner has delivered to APWI2 true, correct and complete copies of the Existing Agreements;
- (d) Except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date;
- (e) To the best of Site Owner's knowledge and belief, there are no uncured defaults on the part of any party to the Existing Agreements and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default;
- (f) Site Owner shall neither use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly,

indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of APWI2 and/or any Customers;

- (g) To the best of Site Owner's knowledge and belief, a tenant or any other party has no existing defenses, offsets, credits, charges, liens or claims under the Existing Agreements or otherwise against the Site Owner or any other party in connection with the Property;
- (h) No party has any option or preferential right to purchase the Property or Facilities or terminate any of the Existing Agreements;
- (i) The execution, delivery and performance by Site Owner of the Existing Agreements, this Agreement and such other documents does not and will not violate or conflict with any provision of Site Owner's organizational documents (if Site Owner is an organization) or of any agreement to which Site Owner is a party or by which Site Owner is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Site Owner is subject;
- (j) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Site Owner's execution, delivery or performance of the Existing Agreements, this Agreement and such other documents have been obtained and are and will remain in full force and effect;
- (k) There is no pending or threatened action, suit or proceeding that, if determined against Site Owner, would adversely affect Site Owner's ability to enter into the Existing Agreements, this Agreement or such other documents or to perform its obligations hereunder or thereunder;
- (l) Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the [insert as applicable building located at the Property];
- (m) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; and
- (n) No party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor APWI2 will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and APWI2 shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and APWI2 shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWI2 shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Easements are located

11. Site Owner's Ongoing Obligations. Site Owner shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Site Owner under the Existing Agreements or by Law, other than those assigned herein. Without limiting the generality of the foregoing, Site Owner shall:

- (a) not suffer or allow any breach, default or event of default by Site Owner to occur under the Existing Agreements;
- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Existing Agreements or inducing or causing a tenant to exercise, or not to exercise, a right to renew or extend the Existing Agreements;
- (c) not perform or discharge any obligation or liability of Site Owner under the Existing Agreements in a manner that would: (i) hinder, delay or otherwise adversely affect APWI2's receipt and collection of rent or the exercise by APWI2 of any of its other rights or remedies under the Existing Agreements; or (ii) give rise to any offset or deduction by a tenant, or the withholding by a tenant of rent for any cause or reason whatsoever, or the assertion of any such right by a tenant;
- (d) keep and ensure that the Property remain in compliance with all applicable federal, state, municipal and local laws, rules, regulations and permits (collectively, "Law(s)");
- (e) not terminate or accept a surrender or termination of any of the Existing Agreements;
- (f) at Site Owner's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Existing Agreements or the obligations or liabilities of the Site Owner thereunder;
- (g) not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Property or the Existing Agreements which in any way is superior to or that jeopardizes in any manner or respect APWI2's assignment or interest conveyed under this Agreement;
- (h) operate and maintain the Property and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Existing Agreements, this Agreement or any assignments or agreements entered into between the Site Owner and APWI2;
- (i) comply with all obligations, duties and liabilities as Site Owner under the Existing Agreements, and satisfy all such obligations in good faith and with due diligence;
- (j) promptly forward to APWI2 any written notice or communication by, to or from Site Owner and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Existing Agreements or any existing or future lease or other

agreement at or upon the Property or which notice may affect or relate to the Property or the operation or function thereof in any manner or respect; and

- (k) name APWI2, its stockholders, members, partners, affiliates or lenders as additional named insureds under any and all property, casualty and liability insurance policies relating to the Property or improvements or the leases or easements thereon.

Without the express prior written consent of APWI2, Site Owner shall not, and shall have no authority to, amend, modify, extend or renew the Existing Agreements, or waive any default thereunder, or declare or assert the extension, renewal, termination or expiration thereof.

Notwithstanding any term or provision to the contrary provided elsewhere herein, at any time, and from time to time, Site Owner shall, if APWI2 is not permitted to do so directly by local law, as and when requested by APWI2, at APWI2's sole cost and expense, use commercially reasonable efforts to cause a tenant to fulfill or perform any condition, covenant and obligation of the Existing Agreements to be fulfilled or performed by a tenant, including, specifically, the payment of rent directly to (or otherwise at the direction of) APWI2.

If Site Owner has failed, after reasonable notice and opportunity to perform any covenant, obligation or duty which Site Owner is bound to perform under the Existing Agreements or any other agreement or the Law relating to the Existing Agreements, then APWI2 may, but without any obligation to do so, from time to time and at any time, without releasing the Site Owner from any obligation herein or under the Existing Agreements, perform such covenant, obligation or duty, and Site Owner within thirty (30) days of receipt of an invoice therefor shall reimburse APWI2 all reasonable costs and expenses incurred by APWI2 in connection therewith, including attorneys' fees.

12. Assignment; Secured Parties. APWI2 has the unrestricted right to assign, mortgage or grant a security interest in all of APWI2's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify APWI2 and Secured Parties simultaneously of any default by APWI2 and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by APWI2 shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Site Owner shall terminate this Agreement for any reason, Site Owner will notify Secured Parties promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to APWI2's interest under this Agreement, such Secured Party shall have no liability for any defaults of APWI2 accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to Site Owner by APWI2; and (iv) any other information reasonably requested concerning this Agreement.

14. Additional Customers. It is the intent of the Parties to encourage the addition to the Property of Customers throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints APWI2 as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers and all rights and remedies of Site Owner under the Existing Agreements. Site Owner ratifies and acknowledges the right of APWI2 to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by APWI2 shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of APWI2's Customers on behalf of itself or on behalf of any third party. Site Owner shall, prior to granting or transferring any license, lease or real property interest in all or any part of the Property for the purpose of locating communications towers, antennas or equipment thereon, notify APWI2 of the price and terms offered by or to a third party with a copy of the offer by or to the third party. APWI2 shall have the right of first refusal to acquire the license, lease or real property interest being transferred by Site Owner on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed). APWI2 shall give Site Owner notice of its intention to acquire the same within twenty (20) days of receipt of Site Owner's notice. If APWI2 gives no such notice of its intention to acquire the rights, Site Owner may transfer the rights to the third party on the stated terms and price, as long as such grant or transfer is made subject to the terms of this Agreement. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify APWI2 in writing of such grant or transfer, with the name and address of the purchaser. The right of first refusal granted herein is a continuing right in favor of APWI2 over the entire Property, and shall not be extinguished by APWI2's exercise or non-exercise of such right on one or more occasions.

15. Casualty and Condemnation. If, prior to the expiration of this Agreement, all or any material portion of the Property is damaged or destroyed by fire or other casualty, or taken by governmental authority, APWI2 may, in its sole discretion, terminate this Agreement (with notice provided herein). If APWI2 does not elect to exercise its option to Terminate this Agreement as aforesaid, this Agreement shall remain in full force and effect. In the event of any condemnation of the Easements in whole or in part, APWI2 shall be entitled to file claims against the condemning authority for, and to receive the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which APWI2 may be legally entitled. Site Owner hereby assigns to APWI2 any such claims and agrees that any claims made by Site Owner will not reduce the claims made by APWI2. APWI2 shall be entitled to receive any insurance proceeds or condemnation award attributable to APWI2's personal property and its interest in this Agreement throughout the term of this Agreement. Site Owner shall not settle or compromise any insurance claim or condemnation award relating to the Easement without APWI2's prior written approval, which shall not be unreasonably withheld.

16. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

17. Dispute Resolution.

(a) If APWI2 fails to perform any of its obligations under this Agreement, Site Owner agrees to notify APWI2 and any Secured Parties in writing of any default by APWI2, and to give APWI2 and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from APWI2's receipt of the written default notice. If APWI2 or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and shall in no event exceed the amount of consideration paid by APWI2 for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by APWI2 or its Customers, APWI2 shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by APWI2.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and APWI2 shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and APWI2 set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Cooperation by Site Owner. From time to time hereafter, (a) Site Owner shall promptly furnish to APWI2 such information (including documents and records in Site Owner's possession, custody or control) regarding Site Owner's ownership of the Property or Facilities as APWI2 reasonably requests; (b) Site Owner shall provide access to the Property and Facilities (to the extent not prohibited by the Existing Agreements) for the purpose of APWI2's inspection of the Property and Facilities and improvements thereon, and such other purposes as APWI2 reasonably deems appropriate; and (c) Site Owner shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Facilities, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by a tenant, any governmental authority or APWI2, its stockholders, members, partners, affiliates or lenders. Site Owner shall deliver to APWI2 a copy of any written communication that Site Owner delivers to a tenant at the same time and in the same manner that such communication is delivered by Site Owner to a tenant. Site Owner shall promptly deliver to APWI2 a copy of any written communication that Site Owner receives from a tenant or any other person relating to the Existing Agreements. Site Owner shall keep APWI2 reasonably informed of any other communications between Site Owner, on the one hand, and a tenant, on the other

hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Existing Agreements or the Property.

20. Site Rent Assignment and Forwarding. Site Owner covenants, warrants and guarantees that any and all rent payment(s) received by Site Owner, after the date of execution of this Agreement that is/are associated with the Existing Agreements, shall be promptly endorsed, assigned and forwarded to APWI2 at the following address: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, San Diego, CA 92121; Attn: Ryan McGee.** In the event that Site Owner fails, for any reason whatsoever, to assign, endorse and forward the rental payments to APWI2 at the aforementioned address, within ten (10) days of Site Owner's receipt of the same ("Rent Receipt Date"), Site Owner shall pay late fees to APWI2 in the amount of ten percent (10%) of overdue balance per month which shall no event exceed the maximum legal rate for the jurisdiction in which the Property is located, beginning on the tenth (10th) day following the Rent Receipt Date. Such late fees shall be deemed a genuine pre-estimate of the foreseeable damages incurred by APWI2 due to delay and shall be APWI2's sole recourse for late performance of endorsing, assigning and forwarding future rent payments by Site Owner under this Agreement.

21. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and APWI2 with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of APWI2, Site Owner shall execute a Memorandum of this Agreement, and such plats or surveys as deemed reasonably necessary by APWI2 for recordation in the public records of the County in which the Property is located; (f) APWI2 may elect to file in such place or places as APWI2 deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Site Owner as debtor and the Existing Agreements, the rent and the proceeds thereof as collateral, and in the event that APWI2's interest in such collateral is later determined to be an interest in personal property rather than real property, then Site Owner agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that APWI2 shall have a perfected security interest in such collateral; (g) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (h) Site Owner acknowledges that APWI2 has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (i) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

22. Maintenance and Access. Site Owner agrees to be solely responsible for the maintenance of the Property, including without limitation its roof or any other portion of the applicable building. Site Owner agrees to provide APWI2 and its Customers access to and from the Easements and all other space in the

building consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

23. Relocation of Easements. Notwithstanding anything in this Agreement to the contrary, Site Owner shall have the right to redevelop the Property subject to the following conditions:

(1) If Site Owner intends to redevelop the Property, Site Owner shall provide APWI2 with written notice of such intent at least twelve (12) month's ("Site Owners Notice") prior to the commencement of any construction implementing Site Owner's redevelopment plans. Site Owner's Notice shall contain a description of Site Owner's redevelopment plans and shall also notify APWI2 whether the location of the Facilities is (a) inconsistent with Site Owner's redevelopment plans, or (b) that the location of the Facilities shall be unaffected by the Site Owner's redevelopment plan and that the Agreement shall remain in full force and effect. In the event the location of the Facilities is inconsistent with Site Owner's redevelopment plans, then the parties to this Agreement shall use their best efforts to identify promptly another location on the Property satisfactory to both the parties to which the Facilities shall be permanently relocated. If the parties cannot identify a satisfactory location to which the Facilities can be permanently relocated, then the parties shall use their best efforts to identify promptly another area on the Property satisfactory to both parties to which the Facilities shall temporarily re-locate. Following such temporary relocation and upon completion of the construction of the improvements contemplated by the Site Owner's redevelopment plans, the parties shall use their reasonable efforts to find suitable Facilities on or I any way of the improvements constructed by the Landlord in connection with the redevelopment plans to which our Facilities shall be permanently relocated.

(2) In the event that APWI2 determines, in its sole discretion, during the implementation of its redevelopment plans that APWI2 will be unable to operate continuously without interference, then APWI2 shall have the right to terminate the Agreement upon thirty (30) days written notice.

(3) If the Facilities are either temporarily or permanently relocated as described in subparagraph (1), then Site Owner shall pay the cost of relocating and reconstructing the Communications Facility. Site Owner shall be responsible for all costs of implementing the redevelopment plans, including, without limitation, the construction costs for any improvements (other than the Communications Facility) which may constitute APWI2's temporary or permanent Facilities. Notwithstanding the foregoing, Site Owner shall have no obligation for the cost of the obtainment of any electronic communication devices, including without limitation any transmitter, receiver, antenna or cable.

(4) Upon permanent relocation of the Facilities pursuant to subparagraph (1) , the parties shall execute an amendment to the Agreement which redefines the Facilities and the Easements currently defined in Exhibits B-1 and B-2 attached hereto. Except as otherwise provided in this Paragraph 23, all other terms and conditions of the Agreement shall remain in full force and effect.

24. Agreement Fully Performed. Notwithstanding anything provided herein, in no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"). This Agreement may not be rejected pursuant to Section 365 of the Code. For

purposes herein, this Agreement shall be deemed to be fully performed by APWI2 as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

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

"SITE OWNER":

3300 South Properties, LLC, a Limited Liability Company

Nathan Brockbank

By: Nathan Brockbank

Title: Manager

Address: 362 N. Pierpont
Salt Lake City, UT 84101

Tel: (801) 706-5557

Fax: (801) 268-8004

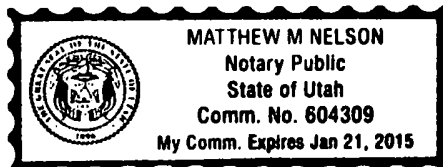
STATE OF Utah }
COUNTY OF Salt Lake }

On October 24, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared Nathan Brockbank of 3300 S Properties LLC, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

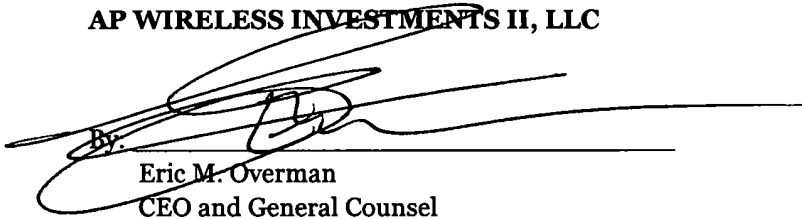
Matthew M Nelson
Notary Public in and for said County and State

My commission expires: 1/21/2015



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

AP WIRELESS INVESTMENTS II, LLC

By: 
Eric M. Overman
CEO and General Counsel

Address: 9373 Towne Centre Drive, Suite 200
San Diego, CA 92121

Tel: (646) 912-8058
Fax: (203) 549-0930

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO }

On 10-16-12 before me, S.M. Bergstrom,
(Name of Notary Public and Title)

Personally appeared ERIC M. OVERMAN of San Diego, California/AP Wireless Investments II, LLC, a Delaware limited liability company, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

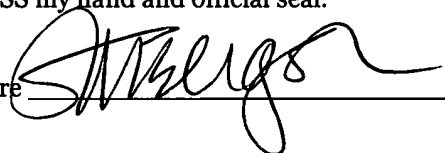
Signature  (seal)



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Beginning at a point on the South line of 3300 South Street at a point 1115.4 feet North and 198.5 feet East from the Southwest corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point being the Northwest corner of the property described in the Deed to Bayway Blind and Drapery, Inc., recorded February 14, 1969, as Entry No. 2277151, in Book 2730 at Page 291 of Official Records; and running thence South 89°48'36" West 132.5 feet, more or less, along the South line of 3300 South Street to the Northeast corner of the property described in the Deed to Gordon H. Christensen, recorded July 11, 1973 in Book 3370 at Page 162 of Official Records; thence South 0°18'43" West 206.00 feet along the East line of said Christensen property; thence North 89°48'36" East 16.30 feet; thence South 0°18'43" West 25.83 feet; thence East 119 feet, more or less, to a point due South from the point of beginning; thence North 232.24 feet to the point of beginning.

Excepting therefrom the North 7 feet of the West 82.5 feet of said property.

PARCEL 2:

Commencing North 89°45' East 242 feet from the Northwest corner of Lot 9, Block 23, Ten Acre Plat "A", Big Field Survey; thence South 0°14' West 206 feet, more or less; thence North 89°45' East 55 feet; thence North 0°14' East 206 feet, more or less; thence South 89°45' West 55 feet to the point of beginning.

Less and excepting the following:

Beginning at a point on the South right of way line of 3300 South Street, said point being North 89°45' East along said South right of way line 242.00 feet from the Northwest corner of Lot 9, Block 23, Ten Acre Plat "A", Big Field Survey; and running the North 89°45' East along said South line 55.00 feet; thence South 0°14'00" West 120.28 feet to a fence line; thence South 89°45'54" West along said fence 55.00 feet, thence North 0°14'00" East 120.27 feet to the point of beginning.

Tax Parcel No. 16-28-351-052 and 16-28-351-049

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Communication Easement #1:

The entire roof of the building located at 1348 E. 3300 South, Salt Lake City, UT 84117, including any parapet built on the edge of said roof, the top five feet of exterior walls of the building leading to the rooftop, and that portion of the interior and exterior of the building necessary for the existing cable and cabling runs connecting the antennas mounted on the roof of the building.

Communication Easement #2:

An approximate 750 square feet of ground space where all current tenant Facilities exist, roughly depicted in Exhibit B-1-A.

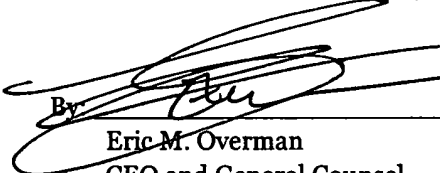
Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

3300 South Properties, LLC, a Limited Liability Company

By: Nathan Brockbank
Title: Manager
Date: _____

AP Wireless Investments II, LLC

By: 

Eric M. Overman
CEO and General Counsel
Date: 10/16/2012

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Communication Easement #1:

The entire roof of the building located at 1348 E. 3300 South, Salt Lake City, UT 84117, including any parapet built on the edge of said roof, the top five feet of exterior walls of the building leading to the rooftop, and that portion of the interior and exterior of the building necessary for the existing cable and cabling runs connecting the antennas mounted on the roof of the building.


Communication Easement #2:

An approximate 750 square feet of ground space where all current tenant Facilities exist, roughly depicted in Exhibit B-1-A.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

3300 South Properties, LLC, a Limited Liability Company



By: Nathan Brockbank

Title: Manager

Date: 10/24/12

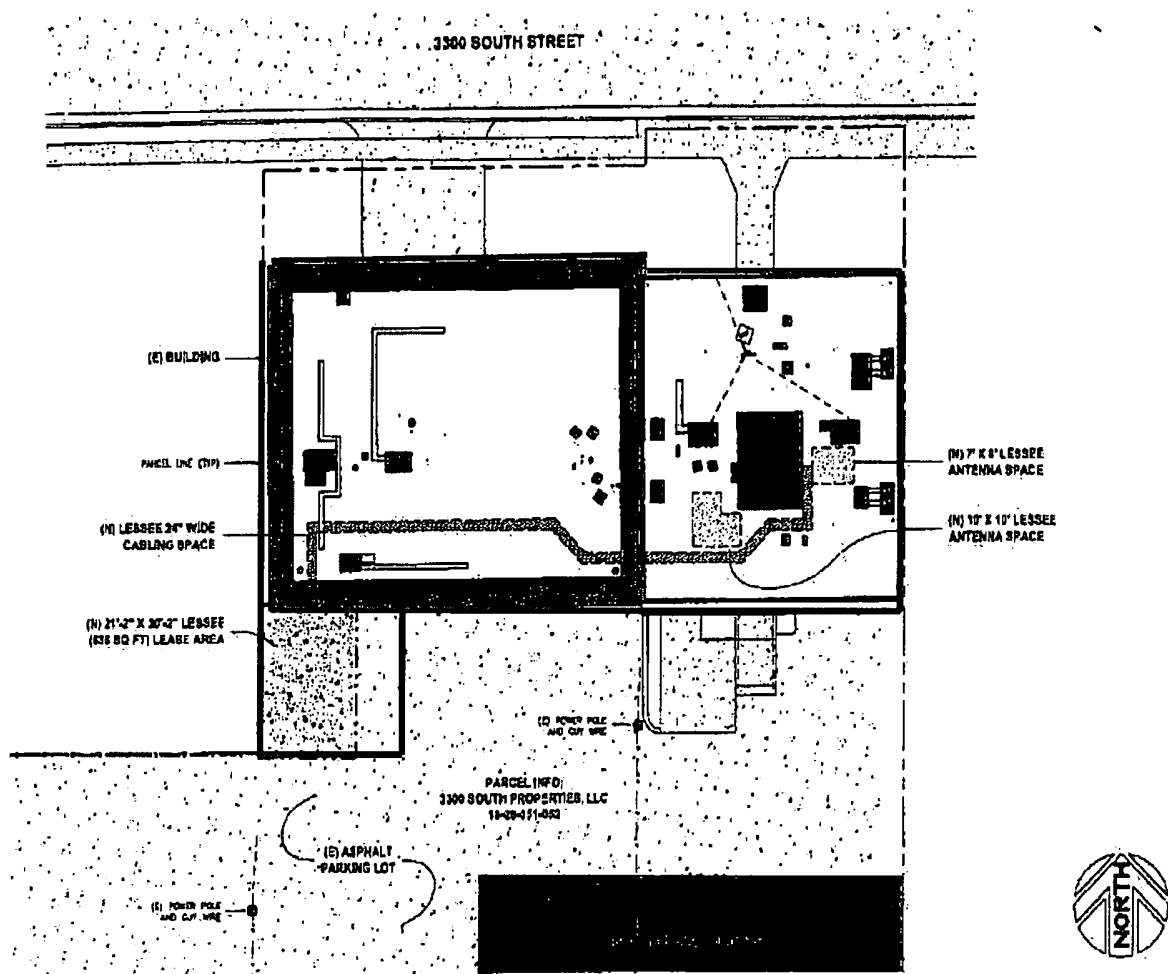
AP Wireless Investments II, LLC

By: _____

Eric M. Overman
CEO and General Counsel

Date: _____

EXHIBIT B-1-A



[Depictions of Existing Sites]

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially as shown on the attached drawing labeled Drawing B-1-A, including the following:


All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to South Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Access Easement and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said Utility Easement being more fully described as follows:

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

3300 South Properties, LLC, a Limited Liability Company



By: Nathan Brockbank

Title: Manager

Date: 10/24/12

AP Wireless Investments I, LLC

By: 

Eric M. Overman
CEO and General Counsel

Date: 10/16/2012

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to APWI2, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

- That certain OPTION AND BUILDING ROOFTOP LEASE AGREEMENT dated February 19, 2011, by and between 3300 South Properties, LLC, a limited liability company, as lessor, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as lessee; as assigned, transferred, and amended.

Agreed and Approved:

3300 South Properties, LLC, a Limited Liability Company

By: Nathan Brockbank

Title: Manager

Date: _____

AP Wireless Investments II, LLC

By: 

Eric M. Overman

CEO and General Counsel

Date: 12/16/2012

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to APWI2, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

- That certain OPTION AND BUILDING ROOFTOP LEASE AGREEMENT dated February 19, 2011, by and between 3300 South Properties, LLC, a limited liability company, as lessor, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as lessee; as assigned, transferred, and amended.

Agreed and Approved:

3300 South Properties, LLC, a Limited Liability Company



By: Nathan Brockbank

Title: Manager

Date: 10/27/12

AP Wireless Investments II, LLC

By: _____

Eric M. Overman
CEO and General Counsel

Date: _____

EXHIBIT D

TITLE ENCUMBRANCES

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
8. (Affects Parcel 1)
The lien of all general real and personal property taxes for the year 2012 and thereafter, not yet due or payable. General real property taxes for the year 2011 have not been paid in the amount of \$9,237.80. (Tax Parcel No. 16-28-351-052 and Tax District No. 17)
9. (Affects Parcel 2)
The lien of all general real and personal property taxes for the year 2012 and thereafter, not yet due or payable. General real property taxes for the year 2011 have not been paid in the amount of \$610.10. (Tax Parcel No. 16-28-351-049 and Tax District No. 17)

(Continued)

10. (Affects Parcel 1)

Preliminary Tax Sale in favor of Salt Lake County for delinquent general property taxes for the year 2010, entered in Tax Sale Records for the year 2010. Subject to redemption including penalty, interest and costs. (Tax Parcel No. 16-28-351-052)

Subsequent delinquencies for the year 2011 were added to said sale, together with interest, penalty and costs.

A "payoff" for said delinquent taxes as of September 30, 2012 is \$22,411.28.

11. (Affects Parcel 2)

Preliminary Tax Sale in favor of Salt Lake County for delinquent general property taxes for the year 2010, entered in Tax Sale Records for the year 2010. Subject to redemption including penalty, interest and costs. (Tax Parcel No. 16-28-351-049)

Subsequent delinquencies for the year 2011 were added to said sale, together with interest, penalty and costs.

A "payoff" for said delinquent taxes as of September 30, 2012 is \$1,335.58.

12. Said property lies within the boundaries of Salt Lake City Suburban Sanitary District No. 1, and is subject to any and all charges and assessments thereof. [Phone No. (801) 262-2904]

NOTE: Delinquent Special Assessment charges may have been reported to Salt Lake County by Salt Lake City Suburban Sanitary District No. 1. It is recommended that when checking with the said District care should be taken to specifically ask if any delinquent charges have been certified to the Salt Lake County Treasurer.

13. Said property lies within the boundaries of the "Salt Lake County Special District No. 1" created pursuant to a resolution of the Board of Commissioners of Salt Lake County, dated August 1, 1977 and providing for garbage collection and disposal services within the district. The records of the Salt Lake County Treasurer indicate no assessment for the year 2011.

14. Said property lies within the boundaries of the UNIFIED POLICE DISTRICT (also known as Salt Lake Valley Law Enforcement Service Area), as disclosed by that certain Certificate Of Creation recorded October 9, 2009 as Entry No. 10814052, in Book 9769, at Page 7192 of the Official Records, and by that certain Boundary Plat recorded October 9, 2009 as Entry No. 10814053, in Book 2009P of Plats, at Page 145 of the Official Records, and is subject to any matters pertaining thereto, including any and all charges and assessments thereof.

[NOTE: It is recommended that you contact the said Salt Lake Valley Law Enforcement Service Area (SLVLESA) at 888-475-8537 prior to your closing for information regarding any charges and assessments which may be due and payable in connection with said District.]

15. A right of way and easement 10 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and necessary or desirable accessories and appurtenances thereto, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER by instrument recorded November 1, 2011 as Entry No. 11272091, in Book 9963, at Page 3604 of the Official Records, through and across said property as provided for and described in said instrument.
16. A right of way and easement 10 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and necessary or desirable accessories and appurtenances thereto, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER by instrument recorded December 6, 2011 as Entry No. 11292286, in Book 9972, at Page 3833 of the Official Records, through and across said property as provided for and described in said instrument.
17. A right of way and easement 10 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and necessary or desirable accessories and appurtenances thereto, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER by instrument recorded December 6, 2011 as Entry No. 11292287, in Book 9972, at Page 3836 of the Official Records, through and across said property as provided for and described in said instrument.

18. Any matters that might be disclosed by a current and accurate survey of said premises.

NOTE: The Company hereby reserves the right to make amendments to this Commitment based upon any matters disclosed by such a survey, when same is delivered to the Company for an examination thereof. Such amendments may be in the form of additional Special Exceptions and/or revisions to the description contained in Paragraph 5 of Schedule "A".

19. The terms of that certain instrument entitled Boundary Line Agreement, recorded July 7, 1998 as Entry No. 7020063, in Book 8030, at Page 0962 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
20. A Lease dated February 19, 2011, executed by 3300 SOUTH PROPERTIES, LLC, a Limited Liability Company as Lessor, and by VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS as Lessee, upon the terms, conditions and covenants therein provided, as disclosed by Memorandum of Option and Building and Rooftop Lease Agreement recorded March 2, 2011 as Entry No. 11143667 in Book 9908 at Page 9384 of the Official Records.
21. A Deed Of Trust and Security Agreement to secure an indebtedness of the amount stated herein and for any other amounts payable under the terms thereof:

Dated : June 17, 2008
Trustor : 3300 SOUTH PROPERTIES, LLC, a Limited Liability Company
Amount : \$975,000.00
Trustee : LANDAMERICA MERRILL TITLE
Beneficiary : CYPRUS FEDERAL CREDIT UNION
Recorded : June 18, 2008 as Entry No. 10456956 in Book 9618 at Page 6384 of the Official Records.

A Subordination, Consent, Non-Disturbance and Attornment Agreement executed February 19, 2011 by and between 3300 SOUTH PROPERTIES, LLC, a Limited Liability Company ("Landlord"); VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS ("Tenant"); and CYPRUS FEDERAL CREDIT UNION ("Lender"), recorded March 2, 2011 as Entry No. 11143668 in Book 9908 at Page 9389 of the Official Records.

22. The rights of any tenants, lessees, their creditors, and other parties claiming by, through, or under said tenants, pursuant to any leases, rental agreements, occupancy agreements, assignments thereof, and/or other leasehold documents.

The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including, but not limited to, bankruptcies, judgment liens, federal and state tax liens, etc., and makes no certification as to the existence of judgments, tax liens, bankruptcies, or other encumbrances created by any lessee or tenant.

23. Any claim or lien as a supplier of labor or material to said property, found to have priority senior to the interest to be insured, as a result of labor and/or material supplied prior to the recordation of instrument(s) creating said interest.

Note: In order to delete the above exception, it may be necessary to provide further documentation to Landmark Title Company. It is suggested that you contact Jeff Jensen or one of our escrow officers prior to completing your closing.

EXHIBIT E
TENANT NOTIFICATION LETTER

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Re: 1348 E. 3300 South, Salt Lake City, UT 84101;

APWI2 Site Name: Nate Brockbank

APWI2 CRM #: L263530

Dear Sir/Madam:

Effective as of Oct 26, 2012, ("Effective Date") all rights of the undersigned in and to the Lease were sold and assigned by the undersigned to AP Wireless Investments I, LLC. The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease.

Landlord and APWI2 agree that, except for payments in respect of real property taxes and assessments, any amounts payable by you to landlord under the Lease after the Effective Date will be immediately be payable to **AP Wireless Investments II, LLC** and forwarded to APWI2 **via direct deposit**. APWI2's Vendor number is n/a. Please be sure to add this site, referencing both your Site ID # and APWI2's Site Name, to your monthly electronic invoice that should be sent to Mr. Ryan McGee, Controller at rmcgee@APWIP.com. In the instance where direct deposit is not properly set up at the time of payment, please mail check payable to **APWI2 to 9373 Towne Centre Drive, San Diego, CA 92121, attn: Ryan McGee**.

Landlord also agrees to immediately reimburse APWI2 for any payment or portion thereof received prior to the Effective Date, but which covers a period of time from the Effective Date forward. However, tenant is ultimately responsible for proper payment of rent. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, continue to be paid by you to the undersigned landlord.

Site Owner and APWI2 additionally request that all future correspondence and payments regarding the above-referenced site include APWI2's Site Name: NATE BROCKBANK.

Any future communications regarding the Lease should be made to: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121, attn.: Ryan McGee, Controller.** If you have any questions about the foregoing, please contact Ryan McGee at (858) 362-6003.

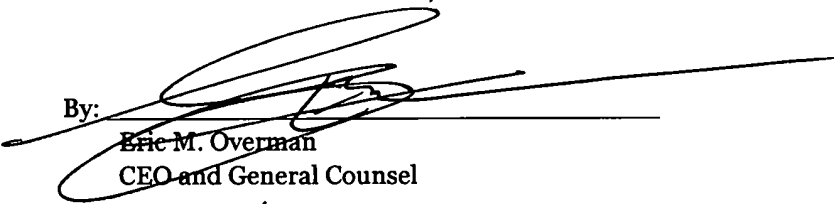
Sincerely,

3300 South Properties, LLC, a Limited Liability Company

By: Nathan Brockbank
Title: Manager

ACKNOWLEDGED AND AGREED:

AP Wireless Investments II, LLC


By: 
Eric M. Overman
CEO and General Counsel

Date: 10/16/2012

Any future communications regarding the Lease should be made to: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121, attn.: Ryan McGee, Controller.** If you have any questions about the foregoing, please contact Ryan McGee at (858) 362-6003.

Sincerely,

3300 South Properties, LLC, a Limited Liability Company



By: Nathan Brockbank

Title: Manager

ACKNOWLEDGED AND AGREED:

AP Wireless Investments II, LLC

By: _____

Eric M. Overman

CEO and General Counsel

Date: _____