

TRENTON SPECIAL SCHOOL DISTRICT
Board of Education Special Called Meeting
Central Office - 12:00 PM
December 17, 2020

1. **INVOCATION:**
2. **CALL TO ORDER:**
3. **APPROVE AGENDA:**
 1. Approval of December 17th Agenda:
4. **REGULAR AGENDA:**
 1. Approval of Second Amendment to the Ground Lease:
 2. Approval of Amended and Restated Memorandum of Tower Site Lease Agreement:
 3. Approval of Tenant Lease Agreement:
 4. Approval of Landlord Estoppel Certificate:
 5. Approval of Document that Allows the Filing of the Legal Description Amendment to Correct the Fenced Area:
5. **ADJOURNMENT:**

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5. ADJOURNMENT

**Second Amendment to
Tower Site Lease Agreement**

This amendment to Tower Site Lease Agreement dated October 4, 2016, as previously amended by First Amendment to Tower Site Lease Agreement dated January 14, 2017 (together, the “Lease”), is by and between Trenton Special School District and Educational Broadband Corp. and shall become effective only upon the sale of the tower to K2 Towers II, LLC.

For good and valuable consideration, the parties hereby agree as follows:

A. That the Lease is amended by replacing **Section 3** with the following;

Lessee shall install and maintain its Equipment during the term of this Lease and any extensions thereof and shall remove the tower within ninety (90) days of termination, unless the Lessor so notifies Lessee of its intent to assume ownership upon termination of the Lease.

B. That the Lease is amended by replacing **Section 2** with the following;

The term of this Lease shall commence upon the 4th of October, 2016 and shall continue thereafter for ten (10) years. At the end of the term, this Lease will automatically renew for five (5) additional five (5)- year periods unless Lessee gives notice to Lessor at least 90 days prior to the expiration of then current term of its decision not to renew this Lease.

C. That the Lease is amended by replacing **Section 7** with the following;

Lessee shall pay rent to Lessor per month in advance on the first of each month beginning January 1, 2021. Rent shall be \$500 per month through September, 2026. Following that date, the rent shall increase by 10% every five years as follows unless Lessee gives notice to Lessor of its intent not to renew the Lease and vacates;

October 2026 thru September 2031	\$550.00 per month
October 2031 thru September 2036	\$605.00 per month
October 2036 thru September 2041	\$665.50 per month
October 2041 thru September 2046	\$732.05 per month
October 2046 thru September 2051	\$805.25 per month

D. That the legal descriptions of the leased premises, access easement and utility easement attached to the Lease are deleted and replaced with the legal descriptions attached hereto as Exhibit A. In addition, Lessor hereby grants to Lessee easements for guy anchors and guy wires in the locations currently occupied by the existing guy wires and guy anchors.

E. The parties certify that the following statements are true of the date hereof: (i) the Lease is in full force and effect and there are no defaults or violations under the terms of the Lease, (ii) all payments due and owing the Lessor have been paid current, (iii) neither the Lessor or the Lessee has any known claims against the other under the terms of the Lease and (iv) the Lease has not been further amended.

F. That the parties will enter into and record an amended memorandum of lease.

In Witness Whereof, the parties have caused this Second Amendment to be executed on December _____, 2020.

LESSOR: Trenton Special School District

BY: _____

TITLE: _____

LESSEE: Educational Broadband Corp.

BY: _____

TITLE: President

EXHIBIT A

Property Description Tower Space and Access and Utility Easements Portion of the Trenton Special School District Property

LEASE PROPERTY DESCRIPTION

A parcel of real estate lying and being situate in the 7th Civil District of Gibson County, Tennessee east of U.S. Highway 45 Bypass, west of State Highway 186 and more particularly described as follows with bearings based on geodetic north:

BEGINNING at an iron pin (1/2"x18") with identification cap #2657 (typical of all iron pins set) set in the Trenton Special School District property as described in ORBV 134, page 53, said point being located north 01 degrees 34 minutes 35 seconds east 20.03 feet from an iron pin set at the northwest corner of the Educational Broadband Corporation lease property as described in Memorandum of Tower Site Lease Agreement recorded in ORBV 1009, page 1332; runs thence the following four new courses through the Trenton Special School District property:

thence south 85 degrees 33 minutes 40 seconds east 62.00 feet;

thence south 04 degrees 26 minutes 20 seconds west 68.00 feet;

thence north 85 degrees 33 minutes 40 seconds west 62.00 feet;

thence north 04 degrees 26 minutes 20 seconds east 68.00 feet to the point of beginning, containing 4215.98 square feet (0.097 acres) more or less as surveyed by Dodd Surveying, RLS #2657 and shown on plat of survey dated November 11, 2020.

This being a portion of the Trenton Special School District property as described in ORBV 134, page 53 in the Gibson County Register's Office.

Map 117, Parcel 17.03

ACCESS EASEMENT DESCRIPTION:

Access to the herein described tract is by a 25.00 feet wide non -exclusive easement; the centerline of which is described as follows: Beginning at a mag nail with disk set at the centerline intersection of the Peabody East Drive and State Highway 186; runs thence the following five courses with the centerline of said drive:

south 56 degrees 42 minutes 34 seconds west 387.03 feet

south 61 degrees 23 minutes 31 seconds west 432.64 feet

in a southwesterly direction with a curve to the right having a radius of 525.00 feet (chord bears south 59 degrees 11 minutes 24 seconds west 203.71 feet) an arc distance of 205.01:

in a southwesterly direction with a curve to the left having a radius of 60.00 feet (chord bears south 24 degrees 16 minutes 16 seconds west 47.71 feet) an arc distance of 49.06 feet;

and south 01 degrees 52 minutes 07 seconds west 690.18 feet

runs thence north 87 degrees 55 minutes 07 seconds west parallel to and 12.50 feet north of the most southerly edge of pavement of the Peabody High School south parking lot 543.81 feet; runs thence south 39 degrees 14 minutes 57 seconds west across an existing gravel lot 92.09 feet to a point in the east line of the 60.00 feet by 68.00 feet tract described above.

UTILITY EASEMENT DESCRIPTION:

This description is for a 25.00 feet wide utility easement from the existing Trenton Light and Water overhead service line, located on Trenton Special School District property, to the proposed 60.00 feet by 68.00 feet tower property which lies within the aforementioned school property; the centerline of which is described as follows with bearings based on geodetic north:

BEGINNING at a point in the north line of the 60.00 feet by 68.00 feet tower property, said point located south 85 degrees 33 minutes 39 seconds east 16.50 feet from an iron pin (1/2"x18") set with I.D. cap N2657 at the northwest corner of said property; runs thence north 15 degrees 31 minutes 34 seconds west 202.69 feet to an existing Trenton Light and Water utility pole, said pole being at the southeast corner of the existing Trenton Light and Water overhead service.

Prepared By:
K2 Towers II, LLC
57 East Washington Street
Chagrin Falls, Ohio 44022

AMENDED AND RESTATED
MEMORANDUM OF TOWER SITE LEASE AGREEMENT
(TRENTON, GIBSON COUNTY, TN)

This AMENDED AND RESTATED MEMORANDUM OF TOWER SITE LEASE

AGREEMENT ("Amended Memorandum") is made as of December ____, 2020 by and between TRENTON SPECIAL SCHOOL DISTRICT ("Lessor") having an address of 201 W. 10th Street, Trenton, Tennessee 38382, and EDUCATIONAL BROADBAND CORP., an Indiana corporation ("Lessee"), having an address of 8602 Frontgate Lane, Indianapolis, Indiana 46256.

W I T N E S S E T H:

A. Lessor and Lessee previously entered into a Tower Site Lease Agreement dated October 4, 2016, as amended by First Amendment to Tower Site Lease Agreement dated January 24, 2017 for the purpose of permitting Lessee to operate and maintain a communications facility and other ancillary improvements on a portion of Lessor's real property located in the City of Trenton, 7th Civil District of Gibson County, State of Tennessee (the "Original Leased Premises"). The Lease is evidenced by a Memorandum of Tower Site Lease Agreement, recorded October 7, 2016 in Record Book 1009, Page 1332 in the Register's Office of Gibson County, Tennessee, and is further evidenced by the First Amendment to that Tower Site Lease Agreement recorded February 2, 2017 in Record Book 1012, Page 2027 in Register's Office of Gibson County, Tennessee (together, the "Original Memorandum").

B. Lessor and Lessee have further amended the Lease by the Second Amendment to Tower Site Lease Agreement of even date herewith (the "Second Amendment" and together with the Tower Site Lease Agreement and the First Amendment to Tower Site Lease Agreement, the "Lease") to, among other things, amend the Original Leased Premises description and replace it with the real property description set forth in this Amended Memorandum and restate some of the other terms of the Lease.

C. Lessor and Lessee have signed and are recording this Amended Memorandum to amend and restate the Original Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

1. Defined Terms. All capitalized terms not defined herein have the meanings ascribed to them in the Lease.
2. Term; Extended Terms. The initial term of the Lease commenced on October 4, 2016 and expires on October 4, 2026. The Lease will automatically renew for five (5) five-year terms in accordance with and subject to the provisions and conditions of the Lease.
3. Leased Premises. The legal description for the Lessee's leased premises is set forth on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises").
4. Easements. The access easement over the Landlord's real property benefitting the Leased Premises is described on Exhibit B attached hereto and incorporated herein by reference and the utility easement over the Landlord's real property benefitting the Leased Premises is described on Exhibit C attached hereto and incorporated herein. Lessor also grants easements for guy anchors and guy wires in the locations currently occupied by the existing guy wires and guy anchors.
5. Incorporation. This Amended Memorandum incorporates by reference all of the terms of the Lease. In the event of a conflict between this Amended Memorandum and the Lease, the Lease will control.
6. Counterparts. This Amended Memorandum may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

[Remainder of Page Intentionally Left Blank, Signature Pages to Follow]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

A parcel of real estate lying and being situate in the 7th Civil District of Gibson County, Tennessee east of U.S. Highway 45 Bypass, west of State Highway 186 and more particularly described as follows with bearings based on geodetic north:

BEGINNING at an iron pin (1/2"x18") with identification cap #2657 (typical of all iron pins set) set in the Trenton Special School District property as described in ORBV 134, page 53, said point being located north 01 degrees 34 minutes 35 seconds east 20.03 feet from an iron pin set at the northwest corner of the Educational Broadband Corporation lease property as described in Memorandum of Tower Site Lease Agreement recorded in ORBV 1009, page 1332; runs thence the following four new courses through the Trenton Special School District property:

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This being a portion of the Trenton Special School District property as described in ORBV 134, page 53 in the Gibson County Register's Office.

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

Access to the herein described tract is by a 25.00 feet wide non -exclusive easement; the centerline of which is described as follows: Beginning at a mag nail with disk set at the centerline intersection of the Peabody East Drive and State Highway 186; runs thence the following five courses with the centerline of said drive:

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in a southwesterly direction with a curve to the right having a radius of 525.00 feet (chord bears south 59 degrees 11 minutes 24 seconds west 203.71 feet) an arc distance of 205.01:

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runs thence north 87 degrees 55 minutes 07 seconds west parallel to and 12.50 feet north of the most southerly edge of pavement of the Peabody High School south parking lot 543.81 feet; runs thence south 39 degrees 14 minutes 57 seconds west across an existing gravel lot 92.09 feet to a point in the east line of the 60.00 feet by 68.00 feet tract described above.

EXHIBIT C

LEGAL DESCRIPTION OF UTILITY EASEMENT

This description is for a 25.00 feet wide utility easement from the existing Trenton Light and Water overhead service line, located on Trenton Special School District property, to the proposed 60.00 feet by 68.00 feet tower property which lies within the aforementioned school property; the centerline of which is described as follows with bearings based on geodetic north:

BEGINNING at a point in the north line of the 60.00 feet by 68.00 feet tower property, said point located south 85 degrees 33 minutes 39 seconds east 16.50 feet from an iron pin (1/2"x18") set with I.D. cap N2657 at the northwest corner of said property; runs thence north 15 degrees 31 minutes 34 seconds west 202.69 feet to an existing Trenton Light and Water utility pole, said pole being at the southeast corner of the existing Trenton Light and Water overhead service.

Parcel No. 117 017.03

Surveyor Name:

License No.:

Address:

K2 Towers II Site:
Tenant Site:

TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT (this "Lease") is made as of the Effective Date by and between Landlord and Tenant:

BACKGROUND

A. Landlord has a ground leasehold estate in certain real property located in the City of Trenton, County of Gibson, State of Tennessee as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Premises") upon which is located Landlord's communications tower (the "Tower") and related property.

1. Basic Terms: This Lease is made with reference to the following basic terms:

1.1 Effective Date: December ____, 2020.

1.2 Landlord: K2 Towers III, LLC, a Delaware limited liability company.

1.3 Tenant: Trenton Special School District.

1.4 Leased Space: Space on the Tower for the continued placement of Tenant's communications equipment on Landlord's communications tower as more particularly described on Exhibit D attached hereto and incorporated herein by reference and ground space for placement of an equipment shelter [or ____ square feet of space in Landlord's equipment shelter] for placement of Tenant's additional communications equipment (collectively, "Tenant's Facilities").

1.5 Initial Term: Five (5) years.

1.6 Extended Terms, if any: Nineteen (19) periods of five (5) years each.

1.7 Rent: One Dollar (\$1.00) for the Initial Term and each Extended Term.

1.8 Tenant's Notice Address: Trenton Special School District
201 W. 10th Street
Trenton, Tennessee 38382
Attention: _____

1.9 Landlord's Notice Address: K2 Towers III, LLC
57 East Washington Street
Chagrin Falls, Ohio 44022
Attention: F. Howard Mandel

2. Lease of Space. Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Space. All of Tenant's rights hereunder are subject to the right of Landlord to grant to others similar leases for space on the Tower at heights above or below Tenant's Facilities provided such other tenants do not interfere with the signals of Tenant's Facilities.

3. Access and Utility Easements.

3.1 Access and Utility Easements. Landlord hereby grants Tenant the non-exclusive right to use the Landlord's Premises and the Access and Utility Easements as necessary to access the Leased Space and

service Tenant's Facilities twenty-four (24) hours a day, seven (7) days a week, subject to such reasonable rules and regulations as Landlord may impose.

3.2 Utilities. Tenant may install an electrical current meter on the Leased Space. Tenant shall have the right to run underground or overhead utility lines directly or in such a manner as may be reasonably necessary from the utility source to Tenant's Facilities. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Tenant. Tenant and any utility company providing services to Tenant shall have access to all portions of the Landlord's Premises as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Landlord's or Landlord's other subtenants' normal use of the Landlord's Premises. Tenant shall be responsible for the cost of the utilities it consumes. If there is no separate meter on Landlord's Premises, Tenant shall pay its prorata share of the utility charges within fifteen (15) days of receipt from Landlord of a statement prorating the utilities and a copy of the utility bill being prorated.

4. Term; Holding Over.

4.1 Term. The initial term of this Lease shall be as provided in Section 1.5, commencing on the Effective Date and terminating on midnight on the last day of the term (the "Initial Term").

4.2 Extended Terms. Upon the end of the Initial Term or an Extended Term, unless Tenant is then in default hereunder, this Lease will automatically be extended for an Extended Term (but not to exceed the total number of Extended Terms specified in Section 1.6) unless Tenant gives notice to the contrary no less than ninety (90) days prior to the end of the then existing Initial Term or Extended Term.

4.3 Holding Over. If after the end of the last Extended Term, should Tenant remain in possession of the Leased Space without executing a new lease, Tenant shall become a tenant on a month-to-month basis on the same terms and conditions of this Lease and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days prior written notice.

5. Rent.

5.1 On the Effective Date, Tenant shall pay all Rent for the Initial Term and the Renewal Terms.

5.2 Tenant covenants and agrees to pay to Landlord during the Term the Rent payable to Landlord in advance on the Effective Date and on the same date of each calendar month thereafter if Rent is payable monthly or on each anniversary of the Effective Date thereafter if Rent is payable annually at the address designated in Section 1.9 hereof or at another address designated by Landlord in accordance with Section 21.

6. Use. Tenant shall use the Leased Space, the Access Easement and the Utility Easement for the purpose of installing, maintaining, repairing and operating Tenant's Facilities, all in a manner that will not unreasonably interfere with the occupancy of Landlord's other tenants. No other use shall be permitted without the prior written consent of Landlord.

7. Modifications to Tenant's Facilities. Upon the written approval (Notice to Proceed) of Landlord, Tenant shall have the right, at its sole expense, to modify Tenant's Facilities. Tenant shall submit to Landlord with each request for such approval a newly completed description of Tenant's Facilities in the same form as the current Exhibit D. If Landlord, in its commercially reasonable discretion, determines that Tenant's Facilities will increase the number of antenna or weight of the Tenant's Facilities to the extent that the Tower will be over-stressed or otherwise adversely impacted, then at Landlord's request, Tenant will submit a completed Tower analysis, prepared by the Tower manufacturer or engineering firm

approved by Landlord, showing any and all installations, modifications or relocation of any Facilities. The Tower analysis shall also include information demonstrating continued compliance with the Tower manufacturer's warranty requirements, current EIA/TIA standards, any other legal requirements for the Tower, or any other information reasonably requested by Landlord. Following modification to Tenant's Facilities, Tenant shall provide to Landlord, at Tenant's expense, updated, as-built, Tower drawings documenting all installed Tenant's Facilities on the Tower. No modifications to Tenant's Facilities as currently described on Exhibit D to this Lease, including without limitation modifications to amount, type, size or height of Tenant's Facilities or change in the type of service or frequencies used, will be permitted without the prior written approval (Notice to Proceed) of Landlord. If Tenant, with the prior written consent of Landlord, as set forth in this Section 7, desires to modify Tenant's Facilities, Landlord reserves the right to increase the Rent for such modifications to Tenant's Facilities provided, however, that Landlord will not request a rent increase (a) if Tenant exchanges existing Tenant's Facilities with equipment of comparable type, size and weight or (b) if additions to Tenant's Facilities are not, in Landlord's commercially reasonable discretion, significant. Any changes that require tower modifications will be deemed to be significant changes.

8. Relocation of Tenant's Facilities. Landlord reserves the right to change the location of Tenant's Facilities on the Tower upon thirty (30) days written notice to Tenant to accommodate the communications equipment of Landlord's other subtenants on the condition that Landlord provides to Tenant another space on the Tower that is reasonably acceptable to Tenant. Tenant shall relocate Tenant's Facilities, at Landlord's expense, within thirty (30) days of receipt of any such notice from Landlord.

9. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Tenant shall deliver to Landlord, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

10. Termination. Without limiting any other termination rights set forth in this Lease, this Lease may be terminated by Tenant upon sixty (60) days notice to Landlord for the following reasons: (a) if Tenant does not obtain or maintain any license, permit, or other approval necessary for the construction or operation of Tenant's Facilities or (b) if Tenant is unable to occupy and utilize the Leased Space due to an action of the FCC, including, without, limitation, a take back of channels or change in frequencies. In addition to other Landlord rights of termination, Landlord may terminate this Lease upon thirty (30) days notice to Tenant in the event Landlord loses its right to Landlord's Premises due to an unexpected termination of the ground lease through no fault of Landlord.

11. Defaults and Remedies:

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease for the failure to perform obligations under this Lease for the payment of money until three (3) days after its scheduled due date, and neither Landlord or Tenant shall be in default under this Lease for failure to perform any other obligation under this Lease until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such non-monetary default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Tenant (i) fail to perform any obligations under this Lease for the payment of money and such failure shall continue through the grace period provided in Section 11(a) above or (ii) breach any material term or covenant in this Lease and such breach shall continue uncured thirty (30) days following the receipt of written notice as provided in Section 11(a) above, Landlord may terminate this Lease, effective upon receipt of written notice by Tenant.

(c) Should Landlord breach any material term or covenant in this Lease or fail to perform any obligation under this Lease and such breach shall continue uncured thirty (30) days following the receipt of written notice as provided in Section 11(a) above, Tenant may terminate this Lease effective upon receipt of written notice by Landlord or, at its option, cure such default.

12. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax related to Tenant's ownership or operation of Tenant's Facilities and such reporting and payment shall be made directly to the appropriate taxing authority. Within thirty (30) days after receipt of reasonably satisfactory documentation, Tenant shall also pay (a) any of Landlord's taxes (other than income taxes) or assessments attributable to Tenant's Facilities or Tenant's operations on the Leased Space and (b) Tenant's pro rata share (as reasonably calculated by Landlord) of any taxes, assessments or expenses incurred by Landlord with regard to the use, ownership or operations of the Landlord's Premises and the Tower.

13. Tests. Throughout the Initial Term and any Extended Term, Tenant shall have the right, with the consent of Landlord, which consent shall not be unreasonably withheld, to conduct radio coverage and other tests and conduct any other investigations needed to determine if the Leased Space is suitable for the operation, maintenance, repair and replacement of Tenant's Facilities.

14. Landlord's Covenants. Landlord covenants that during the term of this Lease it shall:

(a) maintain the Tower and surrounding area in a safe condition;

(b) be responsible for compliance with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commissions (the "FCC") and the Federal Aviation Administration.

(c) except as otherwise set forth in this Lease, take no action which would adversely affect the Tenant's use of the Leased Space; and

(c) upon Tenant's payment of rent and performance of its covenants, ensure Tenant's quiet use and enjoyment of the Leased Space, subject, if Landlord leases the Landlord's Premises, to all of the terms and conditions of the ground lease for the Landlord's Premises, a copy of which, if any, is attached hereto as Exhibit E and incorporated herein by reference.

15. Tenant's Covenants. Tenant covenants that Tenant's Facilities, and all installation, operation and maintenance associated therewith, will:

(a) perform all work and conduct all operations in a good and workmanlike manner, in compliance with all applicable laws, rules and regulations and without creating the possibility that liens will attach to the Landlord's Property;

(b) in no way damage Landlord's Tower, Landlord's Premises or any other structure or accessories thereto, normal wear and tear excepted;

(c) not in any manner interfere with Landlord's or any Prior User's (as defined herein) operations, including without limitation, its operation of equipment, authorized frequency spectrum or

signal strength. "Prior User" shall mean an existing user who has commenced a lease, license or other similar agreement with Landlord for the Tower prior to the Effective Date hereof. In the event there is interference, Landlord shall have a third party, chosen by Landlord in its sole discretion, evaluate such interference problems. In the event such third party determines that Tenant's Facilities are interfering with the operation of Landlord's or a Prior User's equipment, authorized frequency spectrum or signal strength, Tenant shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment. If Tenant cannot immediately eliminate the interference, Tenant will remove or cease operation of the objectionable equipment. In the event Tenant ("Changing Party") modifies, relocates, adds, or changes Tenant's Facilities in any way ("Facility Changes") after the Effective Date hereof and the third party chosen by Landlord determines, in its sole discretion, that Tenant's Facility Changes are interfering with the operation of Landlord's or any user's equipment, authorized frequency spectrum or signal strength, Tenant, as Changing Party, shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the Facility Changes. If the Changing Party cannot immediately eliminate the interference, Changing Party will remove or cease operation of the Facility Changes. Additionally, Tenant shall not interfere with Landlord's use of the Tower, the provision of services to Landlord's customers, or the use of the Tower by other users. Such interference shall be deemed a material breach of this Lease.

(d) not interfere with the maintenance of Landlord's Tower or Tower lighting system, if any;

(e) identify Tenant's Facilities with metal tags fastened securely to its bracket on the Tower and to each transmission line;

(f) comply with all federal, state and local laws, rules and regulations governing Tenant's Facilities including, without limitation, those of the FCC relating to radio frequency emissions;

(g) upon expiration or termination of this Lease, remove all of Tenant's Facilities from the Landlord's Premises and restore the Leased Space to its original condition, normal wear and tear excepted. In the event Tenant has not removed Tenant's Facilities at the time of expiration or termination of the Lease, Tenant shall pay Rent at the then existing rate or on the existing monthly pro-rata basis if based upon a longer payment term until such time as the removal of Tenant's Facilities are completed. In the event Tenant does not remove Tenant's Facilities at the time of expiration or termination of this Lease, Landlord shall have the right to remove, store and/or dispose of Tenant's Facilities, at Tenant's sole expense, and Tenant shall reimburse Landlord for such expenses upon demand. If Landlord removes Tenant's Facilities, Landlord shall not be responsible for any damage to Tenant's Facilities during the removal, storage or disposal thereof. Tenant's Facilities shall be and remain the sole and exclusive personal property of Tenant, subject to Landlord's rights under this Section 15 (g).

16. Assignment. Without the prior written consent of Landlord, Tenant may not assign, transfer, sublet, mortgage or otherwise encumber all or any part of the Leased Space or permit the use by others of the Leased Space or of Tenant's Facilities.

17. Condemnation or Taking; Damage or Destruction. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of Landlord's Premises or the Leased Space, or in the event of any damage to or destruction of the Landlord's Premises or the Leased Space, which renders the Landlord's Premises or Tenant's Facilities inoperable or unusable thereby making it physically or financially unfeasible, as determined by either party in its sole discretion, for the Landlord's Premises or the Leased Space to be used in the manner it was intended to be used by Landlord or Tenant under this Lease, either party shall have the right to terminate this Lease effective as of the date the condemning agency takes possession or as of the date of the damage or destruction, as the case may be, and the rental shall be equitably prorated. If only a portion

of Landlord's Premises or the Leased Space is taken by eminent domain, damaged or destroyed, and this Lease is not terminated by one of the parties, then this Lease shall continue.

18. Consents and Approvals. Tenant shall maintain the permits necessary for Tenant's Facilities. Upon execution of this Lease, Landlord agrees to cooperate with Tenant in all respects in connection with any application made by Tenant to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Tenant's Facilities shall be made at Tenant's expense, and Landlord shall have no obligations with respect thereto.

19. Estoppel Certificates, Acknowledgment of Rights, and other Similar Documents. Landlord and Tenant each agree that each will from time to time, within ten (10) days after request by the other party, execute and deliver an estoppel certificate, acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (b) stating the dates to which rent and other charges payable hereunder have been paid; (c) stating that the other party is not in default hereunder (or if there is a default stating the nature of such alleged default); and (d) acknowledging the rights of the other party to this Lease, and further stating such other matters as the parties shall reasonably require.

20. Environmental Matters. Landlord and Tenant each covenant and agree that it shall not generate, store, treat, transport, handle, dispose of, or release any hazardous substance or solid, liquid, or gaseous waste on or around Landlord's Premises or the Leased Space in a manner that would give rise to any material liability under any statute or governmental regulation and will indemnify the other from and against any loss, damage, or injury caused to the other party due to a violation of this covenant.

21. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Section 1.8 and 1.9 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 21.

22. Entire Agreement and Binding Effect. This Lease and any attached Exhibits constitute the entire agreement between Landlord and Tenant. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

23. Due Authorization. If Landlord or Tenant is a corporation, partnership or limited liability company, the undersigned of each represents that he or she is a duly authorized to execute this Lease and bind Landlord to the terms hereof.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

25. Memorandum of Lease. Upon request of Tenant, Landlord agrees, following the execution of this Lease, to execute a short form of Memorandum of Lease in compliance with the laws of the state in which the Leased Space are located. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Leased Space is located.

26. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

27. Governing Law. This Lease shall be construed and governed in accordance with the laws of the state in which the Landlord's Premises is located.

28. Severability. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

29. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

[Signatures are on the following page]

Executed by the parties' duly authorized representatives as of the Effective Date.

LANDLORD:

K2 TOWERS III, LLC, a Delaware limited liability company

By: _____
Ryan D. Lepene, Co-President

TENANT:

TRENTON SPECIAL SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

EXHIBITS AND SCHEDULES

EXHIBITS

Legal Description of Landlord's Premises	A
Legal Description of Access Easement	B
Legal Description of Utility Easement	C
Description of Tenant's Facilities	D
Copy of Ground Lease, if any	E

EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PREMISES

A parcel of real estate lying and being situate in the 7th Civil District of Gibson County, Tennessee east of U.S. Highway 45 Bypass, west of State Highway 186 and more particularly described as follows with bearings based on geodetic north:

BEGINNING at an iron pin (1/2"x18") with identification cap #2657 (typical of all iron pins set) set in the Trenton Special School District property as described in ORBV 134, page 53, said point being located north 01 degrees 34 minutes 35 seconds east 20.03 feet from an iron pin set at the northwest corner of the Educational Broadband Corporation lease property as described in Memorandum of Tower Site Lease Agreement recorded in ORBV 1009, page 1332; runs thence the following four new courses through the Trenton Special School District property:

thence south 85 degrees 33 minutes 40 seconds east 62.00 feet;

thence south 04 degrees 26 minutes 20 seconds west 68.00 feet;

thence north 85 degrees 33 minutes 40 seconds west 62.00 feet;

thence north 04 degrees 26 minutes 20 seconds east 68.00 feet to the point of beginning, containing 4215.98 square feet (0.097 acres) more or less as surveyed by Dodd Surveying, RLS #2657 and shown on plat of survey dated November 11, 2020.

This being a portion of the Trenton Special School District property as described in ORBV 134, page 53 in the Gibson County Register's Office.

Map 117, Parcel 17.03

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

Access to the herein described tract is by a 25.00 feet wide non -exclusive easement; the centerline of which is described as follows: Beginning at a mag nail with disk set at the centerline intersection of the Peabody East Drive and State Highway 186; runs thence the following five courses with the centerline of said drive:

south 56 degrees 42 minutes 34 seconds west 387.03 feet

south 61 degrees 23 minutes 31 seconds west 432.64 feet

in a southwesterly direction with a curve to the right having a radius of 525.00 feet (chord bears south 59 degrees 11 minutes 24 seconds west 203.71 feet) an arc distance of 205.01:

in a southwesterly direction with a curve to the left having a radius of 60.00 feet (chord beam south 24 degrees 16 minutes 16 seconds west 47.71 feet) an arc distance of 49.06 feet;

and south 01 degrees 52 minutes 07 seconds west 690.18 feet

runs thence north 87 degrees 55 minutes 07 seconds west parallel to and 12.50 feet north of the most southerly edge of pavement of the Peabody High School south parking lot 543.81 feet; runs thence south 39 degrees 14 minutes 57 seconds west across an existing gravel lot 92.09 feet to a point in the east line of the 60.00 feet by 68.00 feet tract described above.

EXHIBIT C

LEGAL DESCRIPTION OF UTILITY EASEMENT

This description is for a 25.00 feet wide utility easement from the existing Trenton Light and Water overhead service line, located on Trenton Special School District property, to the proposed 60.00 feet by 68.00 feet tower property which lies within the aforementioned school property; the centerline of which is described as follows with bearings based on geodetic north:

BEGINNING at a point in the north line of the 60.00 feet by 68.00 feet tower property, said point located south 85 degrees 33 minutes 39 seconds east 16.50 feet from an iron pin (1/2"x18") set with I.D. cap N2657 at the northwest corner of said property; runs thence north 15 degrees 31 minutes 34 seconds west 202.69 feet to an existing Trenton Light and Water utility pole, said pole being at the southeast corner of the existing Trenton Light and Water overhead service.

EXHIBIT D

DESCRIPTION OF TENANT'S FACILITIES

Tenant Name:			
Type of Service:			
Site Name:			
Site #:			
Address:			
Latitude:			
Longitude:			
Structure Type:			
Structure Height:			

ANTENNA INFORMATION

	Sector A	Sector B	Sector C
Desired RAD Center (Feet AGL):			
Antenna Quantity			
Antenna Manufacturer			
Antenna Model (Attach Spec Sheet)			
Weight (per antenna)			
Antenna Dimensions			
ERP (watts)			
Antenna Gain			
Orientation / Azimuth			
Mechanical Tilt			
Channels			
Tower Mount Description / Dimensions			
Tower Mount Weight			
Tower Mount Mounting Height			
Transmit Frequency			
Receive Frequency			
TMA Quantity			
TMA Manufacturer			
TMA Model (Attach Spec Sheet)			
Weight (per TMA)			
TMA Dimensions			
# of Coax Cables (PER ANTENNA)			
Diameter of Coax Cables			

GROUND SPACE INFORMATION

Cabinet or Shelter Manufacturer and Model	
Cabinet or Shelter Dimensions	
Total Ground Space Required for Foundation	

POWER INFORMATION

Required Voltage and Total Amperage (if using Landlord's shelter)	AC Power	Amps
---	----------	------

EXHIBIT D (continued)
GROUND SPACE DRAWING

EXHIBIT E

COPY OF GROUND LEASE, IF ANY

K2 Towers II Site:
Tenant Site:

TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT (this "Lease") is made as of the Effective Date by and between Landlord and Tenant:

BACKGROUND

A. Landlord has a ground leasehold estate in certain real property located in the City of Trenton, County of Gibson, State of Tennessee as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Premises") upon which is located Landlord's communications tower (the "Tower") and related property.

1. Basic Terms: This Lease is made with reference to the following basic terms:

1.1 Effective Date: December ____, 2020.

1.2 Landlord: K2 Towers III, LLC, a Delaware limited liability company.

1.3 Tenant: Trenton Special School District.

1.4 Leased Space: Space on the Tower for the continued placement of Tenant's communications equipment on Landlord's communications tower as more particularly described on Exhibit D attached hereto and incorporated herein by reference and ground space for placement of an equipment shelter [or ____ square feet of space in Landlord's equipment shelter] for placement of Tenant's additional communications equipment (collectively, "Tenant's Facilities").

1.5 Initial Term: Five (5) years.

1.6 Extended Terms, if any: Nineteen (19) periods of five (5) years each.

1.7 Rent: One Dollar (\$1.00) for the Initial Term and each Extended Term.

1.8 Tenant's Notice Address: Trenton Special School District
201 W. 10th Street
Trenton, Tennessee 38382
Attention: _____

1.9 Landlord's Notice Address: K2 Towers III, LLC
57 East Washington Street
Chagrin Falls, Ohio 44022
Attention: F. Howard Mandel

2. Lease of Space. Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Space. All of Tenant's rights hereunder are subject to the right of Landlord to grant to others similar leases for space on the Tower at heights above or below Tenant's Facilities provided such other tenants do not interfere with the signals of Tenant's Facilities.

3. Access and Utility Easements.

3.1 Access and Utility Easements. Landlord hereby grants Tenant the non-exclusive right to use the Landlord's Premises and the Access and Utility Easements as necessary to access the Leased Space and

service Tenant's Facilities twenty-four (24) hours a day, seven (7) days a week, subject to such reasonable rules and regulations as Landlord may impose.

3.2 Utilities. Tenant may install an electrical current meter on the Leased Space. Tenant shall have the right to run underground or overhead utility lines directly or in such a manner as may be reasonably necessary from the utility source to Tenant's Facilities. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Tenant. Tenant and any utility company providing services to Tenant shall have access to all portions of the Landlord's Premises as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Landlord's or Landlord's other subtenants' normal use of the Landlord's Premises. Tenant shall be responsible for the cost of the utilities it consumes. If there is no separate meter on Landlord's Premises, Tenant shall pay its prorata share of the utility charges within fifteen (15) days of receipt from Landlord of a statement prorating the utilities and a copy of the utility bill being prorated.

4. Term; Holding Over.

4.1 Term. The initial term of this Lease shall be as provided in Section 1.5, commencing on the Effective Date and terminating on midnight on the last day of the term (the "Initial Term").

4.2 Extended Terms. Upon the end of the Initial Term or an Extended Term, unless Tenant is then in default hereunder, this Lease will automatically be extended for an Extended Term (but not to exceed the total number of Extended Terms specified in Section 1.6) unless Tenant gives notice to the contrary no less than ninety (90) days prior to the end of the then existing Initial Term or Extended Term.

4.3 Holding Over. If after the end of the last Extended Term, should Tenant remain in possession of the Leased Space without executing a new lease, Tenant shall become a tenant on a month-to-month basis on the same terms and conditions of this Lease and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days prior written notice.

5. Rent.

5.1 On the Effective Date, Tenant shall pay all Rent for the Initial Term and the Renewal Terms.

5.2 Tenant covenants and agrees to pay to Landlord during the Term the Rent payable to Landlord in advance on the Effective Date and on the same date of each calendar month thereafter if Rent is payable monthly or on each anniversary of the Effective Date thereafter if Rent is payable annually at the address designated in Section 1.9 hereof or at another address designated by Landlord in accordance with Section 21.

6. Use. Tenant shall use the Leased Space, the Access Easement and the Utility Easement for the purpose of installing, maintaining, repairing and operating Tenant's Facilities, all in a manner that will not unreasonably interfere with the occupancy of Landlord's other tenants. No other use shall be permitted without the prior written consent of Landlord.

7. Modifications to Tenant's Facilities. Upon the written approval (Notice to Proceed) of Landlord, Tenant shall have the right, at its sole expense, to modify Tenant's Facilities. Tenant shall submit to Landlord with each request for such approval a newly completed description of Tenant's Facilities in the same form as the current Exhibit D. If Landlord, in its commercially reasonable discretion, determines that Tenant's Facilities will increase the number of antenna or weight of the Tenant's Facilities to the extent that the Tower will be over-stressed or otherwise adversely impacted, then at Landlord's request, Tenant will submit a completed Tower analysis, prepared by the Tower manufacturer or engineering firm

approved by Landlord, showing any and all installations, modifications or relocation of any Facilities. The Tower analysis shall also include information demonstrating continued compliance with the Tower manufacturer's warranty requirements, current EIA/TIA standards, any other legal requirements for the Tower, or any other information reasonably requested by Landlord. Following modification to Tenant's Facilities, Tenant shall provide to Landlord, at Tenant's expense, updated, as-built, Tower drawings documenting all installed Tenant's Facilities on the Tower. No modifications to Tenant's Facilities as currently described on Exhibit D to this Lease, including without limitation modifications to amount, type, size or height of Tenant's Facilities or change in the type of service or frequencies used, will be permitted without the prior written approval (Notice to Proceed) of Landlord. If Tenant, with the prior written consent of Landlord, as set forth in this Section 7, desires to modify Tenant's Facilities, Landlord reserves the right to increase the Rent for such modifications to Tenant's Facilities provided, however, that Landlord will not request a rent increase (a) if Tenant exchanges existing Tenant's Facilities with equipment of comparable type, size and weight or (b) if additions to Tenant's Facilities are not, in Landlord's commercially reasonable discretion, significant. Any changes that require tower modifications will be deemed to be significant changes. A replacement of equipment of like kind specifications is not considered to be a modification of Tennant Facilities.

8. Relocation of Tenant's Facilities. Landlord reserves the right to change the location of Tenant's Facilities on the Tower upon thirty (30) days written notice to Tenant to accommodate the communications equipment of Landlord's other subtenants on the condition that Landlord provides to Tenant another space on the Tower that is reasonably acceptable to Tenant and does not decrease the desired propagation characteristics of the current Tennant Facilities. Tenant shall relocate Tenant's Facilities, at Landlord's expense, within thirty (30) days of receipt of any such notice from Landlord.

9. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Tenant shall deliver to Landlord, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

10. Termination. Without limiting any other termination rights set forth in this Lease, this Lease may be terminated by Tenant upon sixty (60) days notice to Landlord for the following reasons: (a) if Tenant does not obtain or maintain any license, permit, or other approval necessary for the construction or operation of Tenant's Facilities or (b) if Tenant is unable to occupy and utilize the Leased Space due to an action of the FCC, including, without, limitation, a take back of channels or change in frequencies that is intended as a cease and desist order and not as a replacement of authorizaion. In addition to other Landlord rights of termination, Landlord may terminate this Lease upon thirty (30) days notice to Tenant in the event Landlord loses its right to Landlord's Premises due to an unexpected termination of the ground lease through no fault of Landlord.

11. Defaults and Remedies:

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease for the failure to perform obligations under this Lease for the payment of money until three (3) days after its scheduled due date, and neither Landlord or Tenant shall be in default under this Lease for failure to perform any other obligation under this Lease until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such non-monetary default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be

in default under this Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Tenant (i) fail to perform any obligations under this Lease for the payment of money and such failure shall continue through the grace period provided in Section 11(a) above or (ii) breach any material term or covenant in this Lease and such breach shall continue uncured thirty (30) days following the receipt of written notice as provided in Section 11(a) above, Landlord may terminate this Lease, effective upon receipt of written notice by Tenant.

(c) Should Landlord breach any material term or covenant in this Lease or fail to perform any obligation under this Lease and such breach shall continue uncured thirty (30) days following the receipt of written notice as provided in Section 11(a) above, Tenant may terminate this Lease effective upon receipt of written notice by Landlord or, at its option, cure such default.

12. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax related to Tenant's ownership or operation of Tenant's Facilities and such reporting and payment shall be made directly to the appropriate taxing authority. Within thirty (30) days after receipt of reasonably satisfactory documentation, Tenant shall also pay (a) any of Landlord's taxes (other than income taxes) or assessments attributable to Tenant's Facilities or Tenant's operations on the Leased Space and (b) Tenant's pro rata share (as reasonably calculated by Landlord) of any taxes, assessments or expenses incurred by Landlord with regard to the use, ownership or operations of the Landlord's Premises and the Tower.

13. Tests. Throughout the Initial Term and any Extended Term, Tenant shall have the right, with the consent of Landlord, which consent shall not be unreasonably withheld, to conduct radio coverage and other tests and conduct any other investigations needed to determine if the Leased Space is suitable for the operation, maintenance, repair and replacement of Tenant's Facilities.

14. Landlord's Covenants. Landlord covenants that during the term of this Lease it shall:

(a) maintain the Tower and surrounding area in a safe condition;

(b) be responsible for compliance with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commissions (the "FCC") and the Federal Aviation Administration.

(c) except as otherwise set forth in this Lease, take no action which would adversely affect the Tenant's use of the Leased Space; and

(c) upon Tenant's payment of rent and performance of its covenants, ensure Tenant's quiet use and enjoyment of the Leased Space, subject, if Landlord leases the Landlord's Premises, to all of the terms and conditions of the ground lease for the Landlord's Premises, a copy of which, if any, is attached hereto as Exhibit E and incorporated herein by reference.

15. Tenant's Covenants. Tenant covenants that Tenant's Facilities, and all installation, operation and maintenance associated therewith, will:

(a) perform all work and conduct all operations in a good and workmanlike manner, in compliance with all applicable laws, rules and regulations and without creating the possibility that liens will attach to the Landlord's Property;

(b) in no way damage Landlord's Tower, Landlord's Premises or any other structure or accessories thereto, normal wear and tear excepted;

(c) not in any manner interfere with Landlord's or any Prior User's (as defined herein) operations, including without limitation, its operation of equipment, authorized frequency spectrum or signal strength. "Prior User" shall mean an existing user who has commenced a lease, license or other similar agreement with Landlord for the Tower prior to the Effective Date hereof. In the event there is interference, Landlord shall have a third party, chosen by Landlord in its sole discretion, evaluate such interference problems. In the event such third party determines that Tenant's Facilities are interfering with the operation of Landlord's or a Prior User's equipment, authorized frequency spectrum or signal strength, Tenant shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment. If Tenant cannot immediately eliminate the interference, Tenant will remove or cease operation of the objectionable equipment. In the event Tenant ("Changing Party") modifies, relocates, adds, or changes Tenant's Facilities in any way ("Facility Changes") after the Effective Date hereof and the third party chosen by Landlord determines, in its sole discretion, that Tenant's Facility Changes are interfering with the operation of Landlord's or any ~~user's~~ Prior User's equipment, authorized frequency spectrum or signal strength, Tenant, as Changing Party, shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the Facility Changes. If the Changing Party cannot immediately eliminate the interference, Changing Party will remove or cease operation of the Facility Changes. Additionally, Tenant shall not interfere with Landlord's use of the Tower, the provision of services to Landlord's customers, or the use of the Tower by other users. Such interference shall be deemed a material breach of this Lease.

(d) not interfere with the maintenance of Landlord's Tower or Tower lighting system, if any;

(e) identify Tenant's Facilities with metal tags fastened securely to its bracket on the Tower and to each transmission line;

(f) comply with all federal, state and local laws, rules and regulations governing Tenant's Facilities including, without limitation, those of the FCC relating to radio frequency emissions;

(g) upon expiration or termination of this Lease, remove all of Tenant's Facilities from the Landlord's Premises and restore the Leased Space to its original condition, normal wear and tear excepted. In the event Tenant has not removed Tenant's Facilities at the time of expiration or termination of the Lease, Tenant shall pay Rent at the then existing rate or on the existing monthly pro-rata basis if based upon a longer payment term until such time as the removal of Tenant's Facilities are completed. In the event Tenant does not remove Tenant's Facilities at the time of expiration or termination of this Lease, Landlord shall have the right to remove, store and/or dispose of Tenant's Facilities, at Tenant's sole expense, and Tenant shall reimburse Landlord for such expenses upon demand. If Landlord removes Tenant's Facilities, Landlord shall not be responsible for any damage to Tenant's Facilities during the removal, storage or disposal thereof. Tenant's Facilities shall be and remain the sole and exclusive personal property of Tenant, subject to Landlord's rights under this Section 15 (g).

16. Assignment. Without the prior written consent of Landlord, Tenant may not assign, transfer, sublet, mortgage or otherwise encumber all or any part of the Leased Space or permit the use by others of the Leased Space or of Tenant's Facilities.

17. Condemnation or Taking; Damage or Destruction. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of Landlord's Premises or the Leased Space, or in the event of any damage to or destruction of the Landlord's Premises or the Leased Space, which renders the Landlord's Premises or Tenant's Facilities inoperable or unusable thereby making it physically or financially unfeasible, as determined by either party in its sole discretion, for the Landlord's Premises or the Leased Space to be used in the manner it was intended to be used by Landlord or Tenant under this Lease, either party shall have the right to

terminate this Lease effective as of the date the condemning agency takes possession or as of the date of the damage or destruction, as the case may be, and the rental shall be equitably prorated. If only a portion of Landlord's Premises or the Leased Space is taken by eminent domain, damaged or destroyed, and this Lease is not terminated by one of the parties, then this Lease shall continue.

18. Consents and Approvals. Tenant shall maintain the permits necessary for Tenant's Facilities. Upon execution of this Lease, Landlord agrees to cooperate with Tenant in all respects in connection with any application made by Tenant to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Tenant's Facilities shall be made at Tenant's expense, and Landlord shall have no obligations with respect thereto.

19. Estoppel Certificates, Acknowledgment of Rights, and other Similar Documents. Landlord and Tenant each agree that each will from time to time, within ten (10) days after request by the other party, execute and deliver an estoppel certificate, acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (b) stating the dates to which rent and other charges payable hereunder have been paid; (c) stating that the other party is not in default hereunder (or if there is a default stating the nature of such alleged default); and (d) acknowledging the rights of the other party to this Lease, and further stating such other matters as the parties shall reasonably require.

20. Environmental Matters. Landlord and Tenant each covenant and agree that it shall not generate, store, treat, transport, handle, dispose of, or release any hazardous substance or solid, liquid, or gaseous waste on or around Landlord's Premises or the Leased Space in a manner that would give rise to any material liability under any statute or governmental regulation and will indemnify the other from and against any loss, damage, or injury caused to the other party due to a violation of this covenant.

21. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Section 1.8 and 1.9 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 21.

22. Entire Agreement and Binding Effect. This Lease and any attached Exhibits constitute the entire agreement between Landlord and Tenant. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

23. Due Authorization. If Landlord or Tenant is a corporation, partnership or limited liability company, the undersigned of each represents that he or she is a duly authorized to execute this Lease and bind Landlord to the terms hereof.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

25. Memorandum of Lease. Upon request of Tenant, Landlord agrees, following the execution of this Lease, to execute a short form of Memorandum of Lease in compliance with the laws of the state in which the Leased Space are located. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Leased Space is located.

26. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.
27. Governing Law. This Lease shall be construed and governed in accordance with the laws of the state in which the Landlord's Premises is located.
28. Severability. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
29. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

[Signatures are on the following page]

Executed by the parties' duly authorized representatives as of the Effective Date.

LANDLORD:

K2 TOWERS III, LLC, a Delaware limited liability
company

By: _____
Ryan D. Lepene, Co-President

TENANT:

TRENTON SPECIAL SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

EXHIBITS AND SCHEDULES

EXHIBITS

Legal Description of Landlord's Premises	A
Legal Description of Access Easement	B
Legal Description of Utility Easement	C
Description of Tenant's Facilities	D
Copy of Ground Lease, if any	E

EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PREMISES

A parcel of real estate lying and being situate in the 7th Civil District of Gibson County, Tennessee east of U.S. Highway 45 Bypass, west of State Highway 186 and more particularly described as follows with bearings based on geodetic north:

BEGINNING at an iron pin (1/2"x18") with identification cap #2657 (typical of all iron pins set) set in the Trenton Special School District property as described in ORBV 134, page 53, said point being located north 01 degrees 34 minutes 35 seconds east 20.03 feet from an iron pin set at the northwest corner of the Educational Broadband Corporation lease property as described in Memorandum of Tower Site Lease Agreement recorded in ORBV 1009, page 1332; runs thence the following four new courses through the Trenton Special School District property:

thence south 85 degrees 33 minutes 40 seconds east 62.00 feet;

thence south 04 degrees 26 minutes 20 seconds west 68.00 feet;

thence north 85 degrees 33 minutes 40 seconds west 62.00 feet;

thence north 04 degrees 26 minutes 20 seconds east 68.00 feet to the point of beginning, containing 4215.98 square feet (0.097 acres) more or less as surveyed by Dodd Surveying, RLS #2657 and shown on plat of survey dated November 11, 2020.

This being a portion of the Trenton Special School District property as described in ORBV 134, page 53 in the Gibson County Register's Office.

Map 117, Parcel 17.03

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

Access to the herein described tract is by a 25.00 feet wide non -exclusive easement; the centerline of which is described as follows: Beginning at a mag nail with disk set at the centerline intersection of the Peabody East Drive and State Highway 186; runs thence the following five courses with the centerline of said drive:

south 56 degrees 42 minutes 34 seconds west 387.03 feet

south 61 degrees 23 minutes 31 seconds west 432.64 feet

in a southwesterly direction with a curve to the right having a radius of 525.00 feet (chord bears south 59 degrees 11 minutes 24 seconds west 203.71 feet) an arc distance of 205.01:

in a southwesterly direction with a curve to the left having a radius of 60.00 feet (chord beam south 24 degrees 16 minutes 16 seconds west 47.71 feet) an arc distance of 49.06 feet;

and south 01 degrees 52 minutes 07 seconds west 690.18 feet

runs thence north 87 degrees 55 minutes 07 seconds west parallel to and 12.50 feet north of the most southerly edge of pavement of the Peabody High School south parking lot 543.81 feet; runs thence south 39 degrees 14 minutes 57 seconds west across an existing gravel lot 92.09 feet to a point in the east line of the 60.00 feet by 68.00 feet tract described above.

EXHIBIT C

LEGAL DESCRIPTION OF UTILITY EASEMENT

This description is for a 25.00 feet wide utility easement from the existing Trenton Light and Water overhead service line, located on Trenton Special School District property, to the proposed 60.00 feet by 68.00 feet tower property which lies within the aforementioned school property; the centerline of which is described as follows with bearings based on geodetic north:

BEGINNING at a point in the north line of the 60.00 feet by 68.00 feet tower property, said point located south 85 degrees 33 minutes 39 seconds east 16.50 feet from an iron pin (1/2"x18") set with I.D. cap N2657 at the northwest corner of said property; runs thence north 15 degrees 31 minutes 34 seconds west 202.69 feet to an existing Trenton Light and Water utility pole, said pole being at the southeast corner of the existing Trenton Light and Water overhead service.

EXHIBIT D

DESCRIPTION OF TENANT'S FACILITIES

Tenant Name:			
Type of Service:			
Site Name:			
Site #:			
Address:			
Latitude:			
Longitude:			
Structure Type:			
Structure Height:			

ANTENNA INFORMATION

	Sector A	Sector B	Sector C
Desired RAD Center (Feet AGL):			
Antenna Quantity			
Antenna Manufacturer			
Antenna Model (Attach Spec Sheet)			
Weight (per antenna)			
Antenna Dimensions			
ERP (watts)			
Antenna Gain			
Orientation / Azimuth			
Mechanical Tilt			
Channels			
Tower Mount Description / Dimensions			
Tower Mount Weight			
Tower Mount Mounting Height			
Transmit Frequency			
Receive Frequency			
TMA Quantity			
TMA Manufacturer			
TMA Model (Attach Spec Sheet)			
Weight (per TMA)			
TMA Dimensions			
# of Coax Cables (PER ANTENNA)			
Diameter of Coax Cables			

GROUND SPACE INFORMATION

Cabinet or Shelter Manufacturer and Model	
Cabinet or Shelter Dimensions	
Total Ground Space Required for Foundation	

POWER INFORMATION

Required Voltage and Total Amperage (if using Landlord's shelter)	AC Power	Amps
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EXHIBIT D (continued)
GROUND SPACE DRAWING

EXHIBIT E

COPY OF GROUND LEASE, IF ANY

EXHIBIT 7.4(b)

FORM OF LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT

LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT

THIS LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT (this "Agreement") is made as of _____, 20__ by the party identified as "Landlord" on the signature page hereof ("Landlord") for the benefit of _____ ("Tenant"), K2 Towers II, LLC, a Delaware limited liability company ("Buyer"), and any Leasehold Lender (defined below).

RECITALS:

A. Tenant is the lessee of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"), pursuant to that certain _____ (the "Lease") dated _____, by and between Landlord and Tenant, and is evidenced by a Memorandum of Lease, dated _____, recorded in Volume ____, Page ____, records of _____ County, State of _____.

B. Pursuant to a Purchase and Sale Agreement dated _____, 20__ between Tenant, as Seller, and Buyer (the "Purchase Agreement"), Tenant will sell its interest in the Lease to Buyer.

C. In connection with the transfer of the Lease to Buyer, Tenant and Buyer desire to have Landlord make certain certifications and agreements relating to the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Landlord certifies and agrees as follows:

1. Consent. To the extent any consent is required, Landlord hereby consents to the acquisition by Buyer of Tenant's interest in the Lease.

2. Estoppel Certificate. Landlord certifies to Tenant, Buyer and any Leasehold Lender that the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit B);

(b) The Lease is in full force and effect, has not been assigned by Landlord to any other party and contains the entire agreement between Landlord and Tenant with respect to the Premises;

(c) All payments due under the Lease have been paid current by Tenant; and

(d) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

3. Tenant Financing: Agreement with Respect to the Lease. Landlord agrees that:

(a) Any tenant (including Buyer) may subject its leasehold interest in the Premises and its interest in the Lease to a lender (a "Leasehold Lender") and secure its loan by a mortgage

(or deed of trust) lien on such tenant's interest in the Lease (each, as amended or modified from time to time, a "Leasehold Mortgage") and/or by a collateral assignment of the Lease (each, as amended or modified from time to time, a "Collateral Assignment"). Upon acquiring the rights of a tenant pursuant to the exercise of its remedies under the Leasehold Mortgage or Collateral Assignment, Leasehold Lender will have all of the rights of the tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease without Landlord's consent.

(b) Landlord will deliver to any Leasehold Lender (at the address as will be designated in writing to Landlord) a copy of any default notice given by Landlord to a tenant (including Buyer) under the Lease. No default notice from Landlord to any tenant will be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

(c) If any tenant (including Buyer) defaults on any monetary obligations under the Lease, Landlord will accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord will not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Premises, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default.

(d) The Lease may not be surrendered, cancelled or amended without the prior written consent of the Leasehold Lender.

(e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

4. Notices. All notices sent to a Leasehold Lender will be in writing and sent by United States mail postage prepaid or other reputable courier service to the address provided to Landlord for any Leasehold Lender. The address of the current Leasehold Lender, if any, is _____ [or state "None"].

5. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement will control.

(b) This Agreement will be binding upon Landlord and its successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, Buyer and the Leasehold Lender, if any.

Executed as of _____, 20__.

LANDLORD:

a _____

By: _____

Name: _____

Title: _____

ACCEPTED BY:

TENANT:

a _____

By: _____

Name: _____

Title: _____

BUYER:

K2 TOWERS II, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____