



General Manager
334 Front Street
Ketchikan, AK 99901

Phone (907) 228-5603
Fax (907) 225-5075

TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, General Manager

DATE: April 16, 2021

RE: **Ordinance No. 21-1929 – Approving A Site Use Agreement Between Vertical Bridge S3 Assets, LLC And City Of Ketchikan D.B.A. Ketchikan Public Utilities; Providing For The Filing Of Referendum Petitions; And Establishing An Effective Date**

The attached ordinance was approved in first reading at the City Council meeting of April 15, 2021. If adopted in second reading, Ordinance No. 21-1929 provides for approving a Site Use Agreement between KPU and Vertical Bridge S3 Assets, LLC for the use of property at Ward Cove for the purpose of adding a 4G-LTE cell site. As the term of the agreement may exceed 5 years, approval of Ordinance No. 21-1929 is required pursuant to Section 5-17(2) of the City Charter.

Details of the proposed agreement are detailed in Mr. Cushing's transmittal memorandum. Redacted copies of the Site Use Agreement are attached for City Council review. By separate report [see agenda statement 15b(1)], my office has requested an executive session with the City Council to review those aspects of the documents that are considered confidential or pertain to trade secrets. In the event the City Council determines that such a review is unnecessary, the executive session will not be required.

Mr. Cushing will attend the City Council meeting of May 6, 2021, in order to address any questions and/or concerns that Councilmembers may have.

A motion has been prepared for City Council consideration.

RECOMMENDATION

It is recommended the City Council adopt the motion approving in second reading Ordinance No. 21-1929 approving a Site Use Agreement between Vertical Bridge S3 Assets, LLC and City of Ketchikan d.b.a. Ketchikan Public Utilities; providing for the filing of referendum petitions; and establishing an effective date.

Recommended Motion: I move the City Council approve in second reading Ordinance No. 21-1929 approving a Site Use Agreement between Vertical Bridge S3 Assets, LLC and City of Ketchikan d.b.a. Ketchikan Public Utilities; providing for the filing of referendum petitions; and establishing an effective date.

**Ongoing Review and Discussion of Cruise Related Issues –
Councilmember Bergeron**

Mayor Sivertsen informed that Senator Sullivan has introduced a bill in regards to the Passenger Service Vessel Act, and Representative Young is also introducing a similar bill in the House to put a committee together to determine the protocols for returning to sail in lieu of what the CDC is doing at this time. He informed today he and staff had a conversation with Cruise Lines International Association Alaska (CLIAA) and other cruise lines as a follow-up to our last meeting. He felt the conversation was positive and all parties are looking forward to developing a working partnership. He said under future agenda items he would be proposing a special meeting for a Council discussion regarding this topic.

Manager Amylon said at this point they are working on staff's perspective of the issues that are out there that will have to be discussed by both parties. He said specifically this will be to get everything out on the table, and that is what staff wants the Council to weigh in on before it is presented to CLIAA.

**Ongoing Review and Discussion of State of Alaska COVID-19
Health Mandates – Councilmember Bergeron**

Councilmember Gass questioned what the protocols were for city employees in regards to wearing masks during the workday.

In answer to Councilmember Gass, Manager Amylon said the protocols have been revised and tomorrow direction will be given to employees based on the latest CDC guidance. He said we are relaxing some of the protocols based on employees who have been fully vaccinated. He indicated groups of four or less who have been vaccinated would not have to wear masks, and employees who have been vaccinated and operating City vehicles will not have to wear a mask while in vehicles. He went on to say if there is interaction with the public, masks will still be required for the time being.

Assistant Manager Simpson indicated Manager Amylon has captured the City's new directive. She said in addition, the EOC has put out some relaxed protocols for those who have been fully vaccinated.

**Ordinance No. 21-1930 – Authorizing a Master Services
Agreement & License Between Space Exploration Technologies
Corp. and City of Ketchikan d/b/a Ketchikan Public Utilities –
First Reading**

A memorandum from the manager was laid on the table requesting withdrawal of this ordinance regarding a master services agreement and license.

**Ordinance No. 21-1929 – Approving a Site Use Agreement
Between Vertical Bridge S3 Assets, LLC and City of Ketchikan
d/b/a Ketchikan Public Utilities – First Reading**

Ordinance No. 21-1929 was available for all persons present.

Moved by Gage, seconded by Bradberry the City Council approve in first reading Ordinance No. 21-1929 approving a Site Use Agreement between Vertical Bridge S3 Assets, LLC and City of Ketchikan d/b/a Ketchikan Public Utilities; providing for the filing of referendum petitions; and establishing an effective date.

Motion passed with Bergeron, Gass, Kiffer, Gage, Zenge, Bradberry and Flora voting yea.



Memorandum

To: Karl R. Amylon, KPU General Manager

From: Ed Cushing, KPU Telecommunications Division Manager

Date: April 5, 2021

Subject: **Ordinance 21-1929 – Approving a Site Use Agreement between Vertical Bridge S3 Assets, LLC, and City of Ketchikan (KPU-Tel)**

The purpose of this memorandum is to request City Council approval of Ordinance No. 21-1929 to enter into the Site Use Agreement between Vertical Bridge S3 Assets, LLC, and City of Ketchikan.

Background:

KPU-Tel has negotiated a Site Use Agreement between Vertical Bridge S3 Assets, LLC, and City of Ketchikan for the purpose of adding a 4G-LTE cell site to serve Ward Cove. The new site is required to improve existing coverage as well as in anticipation of increased demand in the Ward Cove area due to the new tourism related development there. As part of our participation in the Verizon LTE in Rural America (LRA) program, we are contractually required to maintain certain Key Performance Index (KPI) metrics. The new site will be required in order to maintain those KPI's in compliance with the contract terms.

Ordinance 21-1929:

Ordinance 21-1929 allows for approval of a Site Use Agreement between Vertical Bridge S3 Assets, LLC, and City of Ketchikan. The ordinance is required due to the term of the agreement which is anticipated to exceed 5 years. The cost of the agreement over the initial term is approximately \$45,000. The costs for the development of this site were included in the 2021 annual budget in the Rents and Leases Infrastructure account.

A copy of the Site Use Agreement will be available to be reviewed by the City Council at the April 15, 2021 City Council meeting in executive session. A copy of said Site Use Agreement between Vertical Bridge S3 Assets, LLC, and City of Ketchikan is available for public inspection in the Office of the City Clerk, 334 Front Street, Ketchikan Alaska, with information required to be kept confidential pursuant to Alaska Trade Secrets Act redacted.

To address the confidentiality terms in the agreement as well as Vertical Bridge S3 Assets, LLC "Trade Secrets" relative to the Space and Power Agreement, we are recommending that the KPU General Manager establish an executive session so that City Council members have an opportunity to review the un-redacted Site Use Agreement as necessary prior to voting on this item.

Recommended Motion:

I move that the City Council approve Ordinance No. 21-1929 an Ordinance of the Council of the City of Ketchikan, Alaska; Approving a Site Use Agreement between Vertical Bridge S3 Assets, LLC the City of Ketchikan d/b/a Ketchikan Public Utilities; Providing for the Filing of Referendum Petitions; and Establishing an Effective Date; and authorizing funding from the Rents and Leases Infrastructure account.

cc: Lacey Simpson, KPU Assistant General Manager
Michelle Johansen, City Finance Director

THE CITY OF KETCHIKAN, ALASKA

ORDINANCE NO. 21-1929

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KETCHIKAN, ALASKA; APPROVING A SITE USE AGREEMENT BETWEEN VERTICAL BRIDGE S3 ASSETS, LLC, AND CITY OF KETCHIKAN; PROVIDING FOR THE FILING OF REFERENDUM PETITIONS; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KETCHIKAN, ALASKA, AS FOLLOWS:

Section 1: Approval. The Site USE Agreement between Vertical Bridge S3 Assets, LLC, and the City of Ketchikan, copies of which were available to be reviewed by the City Council at the April 15th, 2021 City Council meeting are hereby approved and the City Manager is authorized to enter into said agreement on behalf of the City. Copies of said agreement are available for public inspection in the Offices of the City Clerk, 334 Front Street, Ketchikan Alaska, with information required to be kept confidential pursuant to Alaska Trade Secrets Act redacted.

Section 2: Effective Date. In accordance with Charter Section 5.17, if one or more referendum petitions with signatures are properly filed within one (1) month after passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until this ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one (1) month after its passage and publication.

PASSED ON FIRST READING: _____

FINAL PASSAGE: _____

Robert Sivertsen, Mayor

ATTEST:

Kim Stanker
City Clerk

EFFECTIVE		DATE:	
ROLL CALL	YEA	NAY	ABSENT
GAGE			
GASS			
FLORA			
BERGERON			
KIFFER			
BRADBERRY			
ZENGE			
MAYOR			

SITE USE AGREEMENT

THIS SITE USE AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2021 ("**Effective Date**"), by and between **VERTICAL BRIDGE S3 ASSETS, LLC**, a Delaware limited liability company, whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Owner**"), and **CITY OF KETCHIKAN**, a Alaska municipal corporation, whose address is 2970 Tongass Ave. Ketchikan, AK 99901 ("**User**"). Owner and User may each be referred to as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Owner owns or manages (with the right to lease) the communications structure or tower (the "**Tower**") located on a portion of the real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**", and collectively with the Tower, the "**Site**"). The Tower is located in Ketchikan Gateway Borough, Alaska and has a latitude and longitude of 55.41105472, -131.72952278.

WHEREAS, User desires to lease from Owner and Owner desires to lease to User certain space on the Tower and/or certain ground space on the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Premises and Use.**

Subject to the terms and conditions of this Agreement and the Prime Agreement, if applicable, Owner hereby leases to User, and User leases from Owner (i) certain space on the Tower with a centerline at the 70 foot level of the Tower (the "**Tower Space**"), (ii) certain space on the Property measuring approximately 36 square feet (the "**Ground Space**"), and (iii) certain non-exclusive space running between the Tower Space, Ground Space and certain electrical, fiber, accessory and telephone utility sources located on or about Property for the installation, operation and maintenance of wires, fiber, cables, conduits and pipes (the "**Cable Space**", and collectively with the Ground Space and Tower Space, the "**Premises**"). The Tower Space and Ground Space shall be used for (the "**Permitted Use**"): the installation, operation and maintenance of the communications equipment, antennas, technology, wires, coaxial cables, and accessory equipment described on **Exhibit B-1** attached hereto and incorporated herein (collectively, the "**Facilities**") and for the transmission and reception of communication signals pursuant to and in compliance with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency (federal, state or local) having jurisdiction over the Site and User's operations, including without limitation the Federal Communications Commission (the "**FCC**"). In the event User provides Owner installation plans for User's Facilities, such installations plans shall be attached hereto as **Exhibit B-2**.

2. **Prime Agreement.**

If Owner leases, licenses or owns easements rights to the Property, then the following terms and conditions shall apply. The written instrument granting Owner its interest in the Property shall be attached hereto as **Exhibit C** (the "**Prime Agreement**"). The lessor, sublessor, licensor, or grantor under the Prime Agreement is hereinafter referred to as the "**Prime Landlord**". By executing this Agreement, User represents that it has reviewed the Prime Agreement and approves of the unredacted terms, conditions, provisions and obligations set forth therein, and User hereby acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Prime Agreement and in the event of any conflict between the terms and conditions of the Prime Agreement and this Agreement, the terms and conditions of the Prime Agreement shall control. User agrees that it shall not take any action that would cause Owner to be in breach or default under the Prime Agreement. If the Prime Landlord leases, licenses or owns easements rights to the Property, then the written instrument granting Prime Landlord its interest in the Property shall be included with Owner's Prime Agreement as **Exhibit C** and also deemed a Prime Agreement hereunder. Notwithstanding anything to the contrary in this Agreement, the effectiveness of this Agreement is

conditioned upon Owner obtaining any necessary consents and approvals required under the Prime Agreement. If the Prime Agreement expires or is terminated for any reason, then the Term of this Agreement shall thereupon end.

3. **Inspections.**

Subject to the terms and conditions of this Agreement, following the Effective Date, User, its agents, employees, contractors and subcontractors shall have the right to enter upon the Site to inspect and examine the Premises, to perform engineering and environmental tests and studies with respect to the Premises (provided that in no event shall User be permitted to perform any invasive, Phase II or similar environmental testing), to survey the Premises, and to perform such other studies and tests reasonably necessary to determine the feasibility of the Site for User's Permitted Use (collectively, "**Inspections**"). Immediately following such entry, User shall restore the Site to its condition existing prior to User, its agents, employees, contractors or subcontractors' entry thereon and remove any equipment, gear or materials brought onto the Site. If such entry or Inspections result in any damage to the Site or exacerbate any previously existing condition, User shall, at User's sole cost and expense, immediately repair and remediate such damage or exacerbation.

4. **Term.**

The initial term of this Agreement shall be Five (5) years commencing on the Commencement Date (as hereafter defined) ("**Initial Term**"). This Agreement shall commence on the earlier of: (A) the first day of the month in which User commences installation of its equipment on the Premises if such installation commences on or before the 15th day of the month, or the first day of the month after User commences installation of its equipment on the Premises if such installation commences after the 15th day of the month; or (B) June 1, 2021 (such earlier date the "**Commencement Date**"). User shall have the right to renew this Agreement for Four (4) successive Five (5) year periods (each, a "**Renewal Term**") on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for such successive Renewal Terms unless User notifies Owner of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s). Notwithstanding the foregoing, if the Prime Agreement has a shorter term or extension terms than those provided for under this Section 4, then User's right to extend this Agreement shall be for only as long as Owner has the right to extend its interest in the Property under the Prime Agreement.

5. **Initial Install of Facilities.**

- (a) Prior to the installation of the Facilities on the Premises:
 - (i) User shall submit to Owner for Owner's review and approval: (i) User's final set of installation plans and/or construction and engineering drawings for the Facilities (which approved final set of installation plans and/or construction and engineering drawings and (ii) User's final installation schedule for the installation of the Facilities (collectively, the "**Installation Plans**"). If Owner rejects all or a portion of the Installation Plans, then the Parties shall cooperate in good faith to amend the applicable item(s) to the extent necessary to cause the Parties to mutually agree on the substance of the Installation Plans. Owner's approval of the Installation Plans shall be in the form of a Notice to Proceed to User (the "**Initial Installation NTP**"). Owner's approval of the Installation Plans is not a representation that User's Facilities or operations are in compliance with any laws, ordinances, rules or regulations or that User's Facilities or operations will not cause interference with other communications operations on the Site, if any;
 - (ii) Owner shall perform, at User's sole cost and expense at Owner's then current rate, a structural analysis of the Tower on the basis of applicable ANSI/TIA standards. If such structural analysis determines that the Tower requires structural modifications for the Tower to accommodate the weight and/or wind load of the Facilities, then User shall have the right to: (A) to terminate this Agreement upon written notice to Owner, or (B) request

that Owner perform, at User's sole cost and expense, the necessary structural modifications to the Tower for the Tower to accommodate the Facilities. If Owner agrees to perform such Tower modifications, then User shall submit a purchase order to Owner for the Tower modifications and Owner shall thereafter promptly commence performing the structural modifications to the Tower. If Owner does not agree to perform such Tower modifications, then the Parties shall agree to terminate this Agreement in writing; and

- (iii) Owner shall perform, at User's sole cost and expense at Owner's then current rate, a structural analysis of the mount User intends to install on the on the basis of applicable ANSI/TIA standards. If User has already performed or intends to cause a licensed, professional third-party engineering company to perform such mount analysis, then Owner shall forego performing a mount analysis of User's mount, provided that User shall submit User's mount analysis to Owner for review. Owner shall review, at User's sole cost and expense at Owner's then current rate, User's mount analysis on the basis of applicable ANSI/TIA. If Owner's mount analysis or Owner's review of User's mount analysis determines that the mount User intends to install on the Tower is not structurally capable of supporting the Facilities, then User shall replace such mount with a mount that is structurally capable of supporting the Facilities (as demonstrated by a new mount analysis in accordance with the terms hereof). If Owner is to perform a mount analysis and User does not provide Owner complete and accurate design drawings of User's mount, the Owner shall map User's mount at User's sole cost and expense at Owner's then current rate.

(b) User shall not commence the installation of the Facilities unless and until the conditions in Section 5(a) are completed and Owner issues User an Initial Installation NTP. User shall notify Owner at least five (5) business days prior to User, its agents, employees, contractors and/or subcontractors commence the installation of the Facilities on the Premises. User shall install the Facilities in accordance with the Installation Plans and in compliance with the standards of good engineering practice and the requirements of the FCC and all other government bodies or agencies with jurisdiction over User, the Facilities and User's operations. If the Tower is painted to be in compliance with certain codes or regulations, then User shall paint its Facilities to match as nearly as possible the color of the Tower. During the installation of the Facilities, User, its agents, employees, contractors and/or subcontractors shall not interfere with Owner and Prime Landlord's operations at the Site and the operations of their respective lessees, sublessees, and licensees. Upon completing the installation of the Facilities, User shall clear the Site of all debris, machinery, and materials not intended to remain on the Premises for the operation of User's Facilities.

6. **Use Fee.**

User shall pay Owner monthly rent in the amount of [REDACTED] per month (the "**Use Fee**"), payable on the first day of the month, in advance, beginning on the Commencement Date. The Use Fee for any partial month during the Term shall be pro-rated based on the number of days in such month. On each annual anniversary of the Commencement Date, the Use Fee shall increase by [REDACTED] of the Use Fee for the immediately preceding twelve (12) month period. The Use Fee shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

VB-S1 Issuer, LLC
P.O. BOX 743906
Atlanta, GA 30374-3906

For overnight mail:
Bank of America Lockbox Services
Lockbox # 743906
6000 Feldwood Road
College Park, GA 30349

If the Use Fee is not paid in accordance with the terms hereof, User will pay interest on the past due amounts at the lesser rate of either: (1) one and one-half percent (1.5%) per month, or (ii) the maximum, non-usurious interest rate permitted by applicable law.

7. **Access.**

User, its agents, employees, contractors and subcontractors shall have the non-exclusive right to access the Premises using common or designated access routes to the extent reasonably necessary to enable User to install, operate, and maintain the Facilities and to otherwise undertake User's obligations set forth in this Agreement. Notwithstanding the foregoing, User shall have the right to access its ground-based Facilities twenty-four (24) hours a day, seven (7) days a week. User acknowledges that Owner's control of access to the Tower is essential to the safe operations of all parties utilizing the Tower; accordingly, if User wishes to access User's Facilities located on the Tower, User shall provide reasonable advance notice to Owner of User's need to do so and Owner and User shall coordinate a mutually agreeable time for User to access User's Facilities located on the Tower. In the event of an emergency threatening life or property damage, User shall have the right to access its ground and tower based Facilities upon telephonic notice to Owner's NOC at 877-589-6411.

8. **Utilities.**

(a) User shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical, telephone, or other utility services used by User at the Premises. User agrees to cooperate with Owner's reasonable requests regarding the manner and timing of the installation of User's utilities. A meter shall be installed and maintained by User at User's sole cost and expense which shall separately record the amount of the electrical power used by User. User shall timely pay all charges for electrical power and all other services used by User in connection with the operation of User's Facilities. No additional utilities (water, sewer or gas) will be available at the Premises during the Term. In no event shall Owner be liable for the quality, quantity, failure or interruption of electrical service to the Premises or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any reason beyond the control of Owner.

(b) User shall have the right, at its sole cost and expense, to install a temporary emergency generator on the Property at a location designated and approved by Owner, provided sufficient space is available. The generator must be removed within five (5) days following the emergency need unless otherwise agreed to by Owner. User agrees that any such installation and use of a generator shall be in compliance with all applicable federal, state, and local environmental, health, fire, community awareness, safety laws and other applicable laws or regulations, now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Site, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency.

9. **Maintenance and Repairs.**

(a) Owner shall maintain the Premises (but not User's Facilities), including all required Tower marking and lighting, in reasonable condition and in compliance with all Federal Aviation Administration and FCC rules and regulations, and shall promptly repair any material damage to the Premises; and perform all necessary maintenance and repairs; provided, however, that when such maintenance and repair is made necessary by or because of the fault User (reasonable wear and tear excepted), User shall reimburse Owner for the cost thereof. In the performance of its obligation to maintain and repair the Tower, and to allow other lessees to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Owner to require User to temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its Facilities or operations. Owner shall use commercially reasonable efforts to schedule such work so as to cause minimum disruption to User's operations. User agrees to cooperate with Owner and to comply with and honor Owner's requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its Facilities or operation, as necessary, to allow orderly performance and carrying out of such work.

(b) User, at its sole cost and expense, shall carry out maintenance of the Facilities, including, but not limited to, the electrical and mechanical maintenance of the Facilities. Maintenance shall be conducted by User in accordance with standards

of good engineering practice to assure that at all times the Facilities conform to the requirements of the FCC and all other government bodies or agencies with jurisdiction over User, the Facilities and User's operations.

10. **Modifications.**

(a) Should User desire to make any installations, modifications, additions, changes, alterations or upgrades to its Facilities or Premises (a "**Modification**"), User shall complete and submit to Owner for Owner's review and approval, a Collocation Application (using Owner's then current form of Collocation Application) detailing User's desired Modification. User shall not be permitted to perform a Modification without Owner's prior written approval, which approval, if granted, shall be in the form of a Notice to Proceed. If the Modification will result in an enlargement of the Premises (whether Ground Space or Tower Space) or increase the weight or wind loading on the Tower beyond the amount originally approved under this Agreement or the amount then existing on the Tower, then Owner shall have the right to condition its approval of a Modification upon (i) an increase to User's then current Use Fee, (ii) Owner performing, at User's sole cost and expense at Owner's then current rate, a structural analysis of the Tower on the basis of applicable ANSI/TIA standards, (iii) Owner performing, at User's sole cost and expense at Owner's then current rate, a mount analysis of User's mount on the basis of applicable ANSI/TIA standards and (iv) amending this Agreement to memorialize User's Modification. Any approved Modification shall further be subject to User obtaining all applicable governmental licenses, permits and approvals necessary for User to perform the Modification. Owner's approval of a Modification is not a representation that the Modification is in compliance with applicable laws, ordinances, rules or regulations or that the Modification will not cause interference with other communications operations at the Site.

(b) Notwithstanding the foregoing, if the structural analysis performed by Owner in connection with a proposed Modification determines that the Tower requires structural modifications for the Tower to accommodate the weight and/or wind load of User's proposed Modification, then User shall either (i) elect to forego performing the Modification or (ii) request that Owner perform, at User's sole cost and expense, the necessary structural modifications to the Tower for the Tower to accommodate the Modification. If Owner agrees to perform such structural modifications to the Tower, then User shall submit a purchase order to Owner for the Tower modifications and Owner shall thereafter promptly commence performing the structural modifications to the Tower. If Owner does not agree to perform such structural modifications to the Tower, then User shall forego performing the Modification or the portion thereof adding weight and/or wind load to the Tower.

(c) In the event User performs a Modification without the prior written approval of Owner, such Modification shall be subject to an additional monthly fee in the amount of one hundred fifty percent (150%) of the fair market rental value of the Modification at the time of discovery of such unapproved Modification (the "**Additional Use Fee**"). The Additional Use Fee shall accrue (i.e., shall be back-billed) from the date the installation of such unapproved Modification commenced.

11. **Non-Interference.**

(a) If the Facilities or portion thereof (the "**Interfering Equipment**") cause interference with any equipment placed on the Site prior to the Interfering Equipment, then User shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by User from Owner of notice of the existence of interference, User shall cease operating and power-down the interfering Equipment (except for intermittent testing for the purpose of correcting such interference) until the interference is corrected. If the interference is not rectified to the reasonable satisfaction of Owner within fifteen (15) days after receipt by User of such notice from Owner, User shall remove the Interfering Equipment from the Site. User agrees that it shall not alter the operations of the Facilities or replace, upgrade or otherwise Modify the Facilities in a manner which will cause interference with the operations of any other equipment which is then operating on the Site.

(b) If the communications equipment belonging to another tenant of Owner's on the Site causes interference with the Facilities or portion thereof, as applicable, and the interfering equipment was installed on the Site after the Facilities being interfered with, then Owner will require such tenant to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Owner of notice from User of the existence of

interference, Owner shall take such actions as are permitted by law and can be conducted without breach of the peace such as causing the Tenant to cease operating and power-down its interfering equipment (except for intermittent testing for the purpose of correcting such interference) until such interference is corrected. If the interference is not rectified to the reasonable satisfaction of User within thirty (30) days after receipt by Owner of such notice from User, Owner shall exercise the remedies available to it under the tenant's written agreement granting the tenant an interest in the Site to cause such tenant to cease the interfering activity. User agrees to exercise its best and good faith efforts to cooperate with Owner and the tenant causing interference to try to resolve any interference issues on the Site.

(c) If antenna power output ("**RF Emissions**") becomes subject to any restrictions imposed by the FCC or any other government agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Site otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, User shall comply with Owner's reasonable requests for modifications to the Facilities which are reasonably necessary for Owner to comply with such limits, rules, regulations, restrictions or ordinances. Owner also shall request any other user(s) of the Tower to modify its equipment or otherwise assist in any actions which are reasonably necessary to comply with such limits, rules, regulations, restrictions or ordinances. The RF Emissions requirements of User shall be subordinate to any prior users of the Site. Similarly, the RF Emissions of users subsequent to User shall become subordinate to any requirements of User. If Owner or User require an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such evaluation or study shall be shared equally between Owner, User, and any other users of the Site. If said study indicates that RF Emissions at the Site do not comply with MPE limits, then Owner, User, and any subsequent tenants shall immediately take any steps necessary to ensure that they are individually, and collectively, in compliance with such limits or shall at the demand of Owner cease operations until a maintenance program or other mitigating measures can be implemented to comply with MPE limits. User shall have the right to terminate this Agreement in the event that such mitigation measures cannot be implemented without materially and adversely affecting the operation of the Facilities.

12. **Taxes.**

If Owner owns the Property in fee simple, then Owner shall be responsible for timely payment to the appropriate taxing or governmental authority of the full amount of all taxes and assessments levied upon the Property. If Owner derives its interest in the Property through the Prime Agreement, then Owner shall be responsible for timely payment to the appropriate taxing or governmental authority for the taxes and assessments levied upon the Property and for which Owner is responsible under the Prime Agreement. Owner shall be responsible for timely payment to the appropriate taxing or governmental authority of the full amount of all taxes and assessments levied upon the Tower and improvements or equipment located Property to which Owner holds title. Notwithstanding the foregoing, User shall be responsible for reimbursing Owner for any taxes and assessments reasonably attributable to User's Facilities and operations on the Premises, including without limitation, any sales tax. In the event Owner receives a notice of assessment with respect to which any portion is attributable to User's Facilities or operations on the Premises, Owner shall promptly provide User with copies of each such notice.

13. **Default.**

(a) In the event User shall (i) default in the payment of the Use Fee or any other sum payable by User under this Agreement, and such default shall continue for a period of ten (10) days after receipt of written notice by Owner, (ii) default in the performance of any other covenants or agreements of this Agreement and such default shall continue for fifteen (15) days after User's receipt of written notice thereof or after the applicable cure period elsewhere set forth in this Agreement, (ii) become bankrupt or insolvent or should any debtor proceeding be initiated by or against User, then Owner may pursue the following rights and remedies:

- (A) Terminate this Agreement and/or retake possession of the Premises, which retaking of the Premises may include, without limitation, disconnecting electrical power to User's Facilities;

- (B) Enter the Premises and relet same without termination of this Agreement, in which event User agrees to pay any deficiency after Owner is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession);
- (C) Cure the default and invoice User for the costs and expenses of same, which invoice shall be payable within ten (10) days of its receipt by User; and
- (D) Exercise any other remedy available at law or in equity.

(b) If User remains in default beyond any applicable cure period, whether or not Owner shall have terminated this Agreement, the following shall be immediately due and payable by User (i) all Use Fees and other charges, payments, costs and expenses due from User to Owner and in arrears at the time of the default, plus (ii) the Use Fee owed for the balance of the then current Term (not including, for the avoidance of doubt, any remaining Renewal Terms), plus (iii) all other charges, payments, costs and expenses herein agreed to be paid by User up to the end of such Term. User further agrees to pay the reasonable attorney's fees and costs of Owner, including court costs, if User engages an attorney to collect the Use Fee or otherwise enforce the terms and provisions of this Agreement.

(c) If User remains in default beyond any applicable cure period, whether or not Owner shall have terminated this Agreement, Owner may demand immediate removal by User of the Facilities from the Property, and if User fails to do so within thirty (30) days of receipt of Owner's demand, Owner may remove the Facilities at User's sole cost and expense. In such event, Owner shall not be liable to User for damage to the Facilities in the course of such removal, and User shall reimburse Owner for any damages to the Property caused by such removal.

(d) In the event Owner shall default in the performance of its covenants or agreements under this Agreement and such default shall continue for thirty (30) days after Owner's receipt of written notice thereof or after the applicable cure period elsewhere set forth in this Agreement, then User shall have the immediate right to termination this Agreement upon written notice to Owner.

14. **Termination.**

Following the Commencement Date and provided that no default exists at the time of issuance of User's written notice, User may terminate this Agreement upon thirty (30) days prior written notice to Owner in the event that User, through no fault of its own, is unable to obtain or maintain, any governmental licenses, permits and approvals required of User for its use of the Premises.

15. **Removal of Equipment.**

Upon the expiration or termination of this Agreement, this Agreement and the Term shall terminate and all rights of User hereunder shall expire and terminate (but not any obligations that expressly survive termination of this Agreement) and User shall surrender the Premises to Owner and, within thirty (30) days after the expiration or termination of this Agreement, remove the Facilities and restore the Premises to substantially the same condition existing prior to User commencing the installation of the Facilities on the Premises, except for ordinary wear and tear, casualty, or acts of God. In the event the Facilities remain on the Premises for more than thirty (30) days following the expiration or termination of this Agreement (even if it has been disconnected) or if User does not completely surrender or restore the Premises, User shall pay Owner holdover fees equal to one hundred fifty percent (150%) of the Use Fee in effect immediately prior to the expiration or termination of this Agreement, which holdover fees shall accrue from the date of expiration or termination to the date User completes its obligations under this Section 15. If User fails to complete its obligations under this Section 15 within one hundred twenty (120) days following the expiration or termination of this Agreement, Owner shall have the right perform User's obligations hereunder. If Owner performs User's obligations under this Section 15, Owner shall not be liable to User for damage to the Facilities in the course of such removal, and User shall reimburse

Owner for any restoration costs or any damages to the Property caused by such removal. This Section 15 shall survive the expiration or termination of this Agreement.

16. **Tower Damage.**

In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty so as to be unfit for User's occupancy and Permitted Use and Owner determines, in Owner's sole discretion, that the Tower cannot be restored or rebuilt by Owner within 180 days or Owner determines, in Owner's sole discretion, that it shall not undertake restoring or rebuilding the Tower then either Owner or User may elect to terminate this Agreement by written notice to the other Party. User shall be entitled to a pro rata refund of its prepaid Use Fee for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Owner be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

17. **Eminent Domain.**

If the portion of the Property upon which the Tower, foundation, guy wire anchors or associated improvements is located or the Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Agreement shall terminate as of the date title shall have vested in public authority. Owner shall be entitled to the entire amount of any condemnation award, except that User shall be entitled to make claim for and retain a condemnation award based on and attributed to the expense of removing its Facilities.

18. **Insurance.**

(a) User, at its own cost and expense, shall carry the following insurance during the Term of this Agreement: (i) "All Risk" property insurance which insures User's Facilities for its full replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate covering all operations by or on behalf of User for personal injury and damage to property; (iii) commercial auto liability insurance, including coverage for all owned, non-owned and hired automobiles, with a coverage amount not less than 1,000,000 combined single limit for each accident and for bodily injury and property damage, (iv) workers' compensation insurance as mandated by state law where the Property is located for all of User's employees and employer's liability insurance in amount not less than \$1,000,000, (v) an umbrella insurance policy providing coverage in excess of User's primary commercial general liability, automobile liability and employer's liability policies in an amount not less than \$5,000,000; and (v) Workers' Compensation at statutory limits and Employers Liability and/or Stop Gap insurance with minimum limits of \$1,000,000 per accident or disease per employee. Vertical Bridge REIT, LLC, its parents, affiliates, subsidiaries, successors and/or assigns, and the Prime Landlord, if applicable, shall be named as additional insureds under User's commercial general liability insurance, commercial auto liability insurance, and umbrella insurance policy.

(b) User shall cause each contractor or subcontractor hired to perform work on the Property to maintain insurance coverages and limits of liability of the same type and the same amount as required of User under this Section 18, adjusted to the nature of the contractor's or subcontractor's operations.

(c) Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by User to Owner before any access to the Property or construction is commenced by User, its employees, agents, contractors or subcontractors. The certificates of insurance shall provide that the broker will endeavor to give written notice of cancellation of the above-required insurance policies or reduction in the limits required above to the certificate holder thirty (30) days prior to cancellation.

19. **Indemnification.**

(a) User agrees to indemnify, defend and hold Owner, the Prime Landlord, if applicable, their affiliates, and their respective officers, directors, employees, managers, equity holders, agents, and lenders (collectively, the "**Owner Indemnified Parties**") harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the Owner Indemnified Parties and which arise from (i) any act or omission or omission by User or any of its employees, agents, contractors, or subcontractors in, on or around the Property (together, "**Agents**") or (ii) User's breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Owner.

(b) Owner agrees to indemnify, defend and hold User, its affiliates, and their respective officers, directors, employees, managers, equity holders, agents, and lenders (the "**User Indemnified Parties**") harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the User Indemnified Parties and which arise from Owner's negligence in, on or around the Property, or (ii) Owner's breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of User or its Agents.

(c) Notwithstanding anything in this Agreement to the contrary, User and Owner hereby waive any claim that they may have against the other Party with respect to any consequential, punitive, or special damages.

(d) This Section 19 shall survive the expiration or termination of this Agreement.

20. **Assignment.**

User shall not assign, mortgage or encumber this Agreement without the express written consent of Owner. User acknowledges and agrees that it shall not have any rights to sublet or permit the Premises or any part thereof to be used by others. Notwithstanding the foregoing, User may freely, without Owner's consent, assign its interest hereunder to any entity which directly controls, is controlled by, or is under common control of User or an entity that obtains control of User or User's LTE in Rural America facilities in Ketchikan, Alaska during the term of this Agreement. For the purposes of this Section 20, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. No such assignment or transfer shall release User or its assignee or transferee from any of the obligations arising under this Agreement. A sale or other transfer of the direct or indirect ownership interests in User shall be deemed an assignment hereunder.

21. **Waiver of Lien.**

User hereby waives any and all lien rights User may have, statutory or otherwise, in and to the Site or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

22. **Warranty of Title and Quiet Enjoyment.**

Owner warrants that upon User paying the Use Fee and observing and performing all of the terms, covenants and conditions on User's part to be observed and performed under this Agreement, User may peacefully and quietly enjoy the Premises.

23. **Non-Recourse Liability.**

User agrees that regarding any claim against Owner, except as provided in Section 19 (indemnification) and save for any liability that cannot be excluded or limited by applicable law, including any claim of default by Owner under this Agreement or

in any claim or cause of action arising under this Agreement or arising out of Owner and User's relationship created by this Agreement, the sole and exclusive remedy of User will be against the interest of Owner in the Site and Owner will have no other liability hereunder. User will not enforce any judgment against Owner except against the interest of Owner in the Site. In no event will any member, manager, officer, agent or employee of Owner have any personal liability to User. User agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Agreement, any implied covenant, or any statute or common law principle.

24. **Estoppel Certificate.**

User agrees that it will from time to time, within ten (10) days after receipt of written request by Owner, execute and deliver to such persons as Owner shall request, a statement, in recordable form, certifying that the Agreement 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), stating the dates to which fees and other charges payable under the Agreement have been paid, stating that to the best of User's knowledge (without independent investigation) that Owner is not in default under the Agreement (or if User alleges a default, stating the nature of such alleged default), and further stating such other matters as Owner may reasonably request regarding the status of this Agreement.

25. **Subordination.**

This Agreement is and shall be subordinate to the Prime Agreement, if applicable, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property by Owner and the Prime Landlord, if applicable, and to all renewals, modifications, consolidations and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor, mortgagee or applicable security interest holder. Upon User's request, Owner agrees to exercise commercially reasonable efforts to obtain from Owner's mortgagee who may now or hereafter have an interest in the Site a Subordination, Non-Disturbance and Attornment Agreement (an "**SNDA**") in a form acceptable to such mortgagee. In the event Owner's mortgagee declines to enter into an SNDA, Owner shall be deemed to have satisfied its obligations hereunder.

26. **Mechanics Liens.**

Owner and User expressly acknowledge and agree that neither User nor any one claiming by, through or under User, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Site nor upon any building or improvement thereon. All parties with whom User may deal are hereby put on notice that User has no power to subject Owner's interest in the Site to any claim or lien of any kind or character and any persons dealing with User must look solely to the credit of User for payment and not to Owner's interest in the Site or otherwise. Owner shall have the right to post notices of non-responsibility on the Premises. User agrees to allow such notices to remain posted on the Premises throughout the construction period and to notify Owner if such notices are damaged or removed. However, if by reason of any alteration, repair, labor performed or materials furnished to the Site for or on behalf of User any mechanic's or materialmen's lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Site, User shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after User receives notice from Owner of the filing of same.

27. **Hazardous Substances.**

(a) User covenants that (a) User shall at its own cost comply with all Environmental Laws with respect to its operations on the Property; (b) User shall not Manage any Hazardous Materials on the Premises, nor conduct nor authorize the same, including installation of any underground storage tanks, without prior written disclosure to and approval of Owner, in Owner's sole discretion; (c) User shall not take any action that would subject the Property to permit requirements under Environmental Law for storage, treatment or disposal of Hazardous Materials; (d) User shall not dispose of Hazardous Materials on the Premises; (e) User shall not discharge Hazardous Materials into drains or sewers in violation of environmental laws; (f) User shall not suffer,

cause or allow the Release of any Hazardous Materials on, to or from the Premises in violation of environmental law or in quantities requiring a permit; and (g) User shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

(b) **"Environmental Law"** shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up. **"Hazardous Material"** shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Site is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous under Environmental Law. **"Manage"** means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials. **"Release"** shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property or disposing of Hazardous Materials into the environment, as "environment" is defined under Environmental Law.

28. **Labeling.**

User shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Owner) with labels permanently affixed thereto, indicating User's name, contact phone number, and installation date. User's coaxial cables shall be labeled at both the top and bottom of the Tower. If User fails to so identify its equipment, Owner may label User's equipment and assess against User a fee of \$2,000.00 (or Owner's then current fee for same), which shall be immediately due and payable by User upon receipt of invoice from Owner.

29. **Notices.**

Except as otherwise expressly provided herein, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when received if delivered by certified mail, postage prepaid, return receipt requested, or sent by receipted overnight delivery service to the following addresses:

As to Owner: VERTICAL BRIDGE S3 ASSETS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: Lease Administration
Ref: US-AK-5166

With a mandatory copy to: VERTICAL BRIDGE S3 ASSETS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: General Counsel
Ref: US-AK-5166

As to User: CITY OF KETCHIKAN
2970 Tongass Ave.
Ketchikan, AK 99901
Attention: KPU Telecommunications Manager: Karl Amylon
Ref: WARD01

30. **Miscellaneous.**

(a) **Entire Agreement; Amendments.** This Agreement and any other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the Parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertaking other than expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties. No modification of this Agreement shall be effective unless contained in writing signed by the authorized representative of both Parties.

(b) **Severability.** It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(c) **Successor and Assigns.** This Agreement shall inure to the benefit of and be binding upon Owner, its successors and assigns, and shall be binding upon User, its permitted successors and assigns, and shall inure to the benefit of User and only such assigns of User as are permitted herein. Except as expressly provided otherwise, nothing contained in this Agreement shall be construed so as to confer upon any person's rights of a third-party beneficiary.

(d) **Remedies Cumulative.** The remedies provided herein shall be cumulative and shall not preclude the assertion by any Party of any other rights or the seeking of and other remedies against the other Party.

(e) **No Waiver.** Should Owner permit a continuing default of User in User's performance of the terms of this Agreement, the obligations of User hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Owner or obligations of User hereunder.

(e) **Applicable Law.** This Agreement shall be governed by the laws of the State where the Property is located without regard to the principles of conflict of laws thereunder.

(f) **Waiver of Jury Trial.** The Parties hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating in any way to this Agreement, including any counterclaim made in such action or proceeding, and agree that any such action or proceeding shall be decided solely by a judge. Each Party hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Agreement and that its lawyers have fully explained the meaning of this Agreement, including in particular the jury-trial waiver.

(g) **Attorneys' Fees.** In the event of any dispute between the Parties, the prevailing party shall be reimbursed for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing Party may have under this Agreement.

(h) **Counterparts; Faxed Signature Pages.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any faxed signature page hereof shall be considered an original signature page and be effective for all purposes to evidence such party's execution hereof.

(i) **Owner and User Entity.** Owner and User hereby covenant and warrant that: (i) each is a duly constituted organization (corporation, limited partnership, limited liability company, partnership non-profit corporation, etc.) qualified to do business in the state in which the Property is located; (ii) all corporate franchise or other entity-related taxes have been paid to date; (iii) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed by Owner or



User, as applicable and when due; (iv) and such person signing on behalf of Owner or User is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

(j) Representations and Warranties. Owner and User each represent and warrant to the other that it is legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation or any kind to which the party is subject or by which it is bound.

[Remainder of Page Intentionally Left Blank]



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

OWNER:

VERTICAL BRIDGE S3 ASSETS, LLC
a Delaware limited liability company

By: _____

Name:

Title:

USER:

CITY OF KETCHIKAN
a Alaska municipal corporation

By: _____

Name:

Title:



EXHIBIT A

Property

Site located at: 796 Kian Street, Ketchikan, AK 99928

Lot 10, 11, 12, 13 and 14 Block 3, U.S. Survey 1056, New Wacker Townsite, Ketchikan Recording District, First Judicial District, State of Alaska.



EXHIBIT B-1

Collocation Application

Vertical Bridge

750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487

Broadband Application

Application Version 2
NEW LEASE

Primary Information

VB Site Number

US-AK-5166

Tenant Legal Name

City of Ketchikan

Application Name

City of Ketchikan, Ketchikan Public
Utilities

VB Site Name

Ward Cove

Applicant and Additional Contact Information

Applicant

Name: Dan Lindgren
Email: danl@city.ketchikan.ak.us
Email Alt:
Mobile:
Other:
Fax:
Address:

Emergency Contact

Name: KPU Help Desk
Email: trouble@kpunet.net
(mailto:trouble@kpunet.net)
Phone: (907)225-2111

Construction Contact

Name: Jason Hudlin
Email: jasonh@city.ketchikan.ak.us
(mailto:jasonh@city.ketchikan.ak.us)
Phone: (907)228-5456

Leasing Contact

Name: Dan Lindgren
Email: danl@city.ketchikan.ak.us
(mailto:danl@city.ketchikan.ak.us)
Phone: (907)228-5439

RF Contact

Name: Daniel White
Email: danielw@city.ketchikan.ak.us
(mailto:danielw@city.ketchikan.ak.us)
Phone: (907)228-5476

Carrier Contact Information

Invoice Contact

Name: Carrie Entwit
Title: Carrie Entwit
Email:
accountspayable@city.ketchikan.ak.us
(mailto:accountspayable@city.ketchikan.ak.us)
Mobile: (907)228-5619
Address:
334 Front St.
Ketchikan, Alaska 99901

Notice

To: KPU General Manager
Attn: Karl Amylon
Address:
2970 Tongass Ave.
Ketchikan, Alaska 99901

Copy Notice

To: City Attorney
Attn: Mitch Seaver
Address:
334 Front St.
2970 Tongass Ave.
Ketchikan, Alaska 99901

Broadband Application

Vertical Bridge

750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487



Application Version 2
NEW LEASE

Carrier Information

Tenant Site Number

WARD01

State Of Registration

Alaska

Carrier NOC#

(907)225-2111

Tenant Site Name

WARD

Type of Entity

Municipal Corporation

Site Information

Latitude

55.41105472

Site Address

796 Kian Street
Ketchikan, AK 99928

Structure Type

Monopole

Longitude

-131.72952278

Structure Height

80.05

Frequency and Technology Information

TX Frequency (MHz)

Licensed

Band 4 (1710-1755), Band 13 (776-787)

Type of Technology

Broadband Wireless

RX Frequency (MHz)

Licensed

Band 4 (2110-2155), Band 13 (746-757)

General Scope of Work

New 2 sector site - 4 RRU, 2 Antennas, 3' X 3' battery cabinet

Broadband Application

Vertical Bridge
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487



Application Version 2
NEW LEASE

Ground and Interior Space Requirements

Tenant will provide 3' X 3' Cabinet which will house the batteries. Tenant will bring fiber into the cabinet as well.

New

Cabinet Installation Type	Ground Area	Shelter Manufacturer
Cabinet Area	L'6.00W'6.00	Shelter Pad Area

Generator Requirements

Not Required

AC Power Requirements

New Tenant Meter

Comments

Meter to feed 100 amp 240V breaker.

Backhaul Requirements

Not Required

Broadband Application

Vertical Bridge

750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487



Application Version 2
NEW LEASE

Structural Analysis Hard Copies

Structural Hard Copies Required

No

Mount Analysis

Will Tenant Provide Mount Analysis?

No

VB To Run Mount Analysis?

Yes

Do You Want VB to Perform Mount Mapping?

No

Broadband Application

Vertical Bridge

750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487



Application Version 2
NEW LEASE

New Equipment

Qty	Equipment Type	RAD	Mount (H')	Mount Type	Manufacturer	Model Number	Dimensions (H" x W" x D")	Weight (Lbs)	Azimuth	Comments
2	Panel Antenna	70.00	70.00	Pipe Mount	Amphenol	CWWX063X25X00	98.70 x 12.00 x 7.10	41.70	70,180	We can be flexible on height, but would request highest available
4	RRU	70.00	70.00	Pipe Mount	Ericsson	2212	16.50 x 13.40 x 5.80	40.10	70,180	

New Line

Qty	Line Type	Line Size (Inches)	Line Location	Comments
1	hybrid	7/8 inch	Exterior	location can be interior or exterior

Equipment Cabinet

Qty	Dimensions (H" x W" x D")	Cabinet Manufacturer	Comments
1	72.00 x 30.00 x 36.00	Delta	



Vertical Bridge
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487

Application Version 2
NEW LEASE

FINAL LEASED RIGHTS CONFIGURATION TOTALS
****Any remaining existing equipment PLUS your new equipment****

Final Equipments

Qty	Equipment Type
2	Panel Antenna
4	RRU

Final Lines

Qty	Equipment Type
1	hybrid

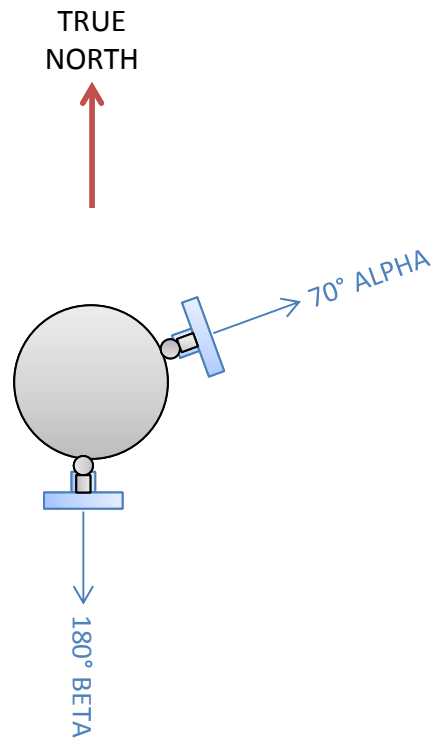


EXHIBIT B-2

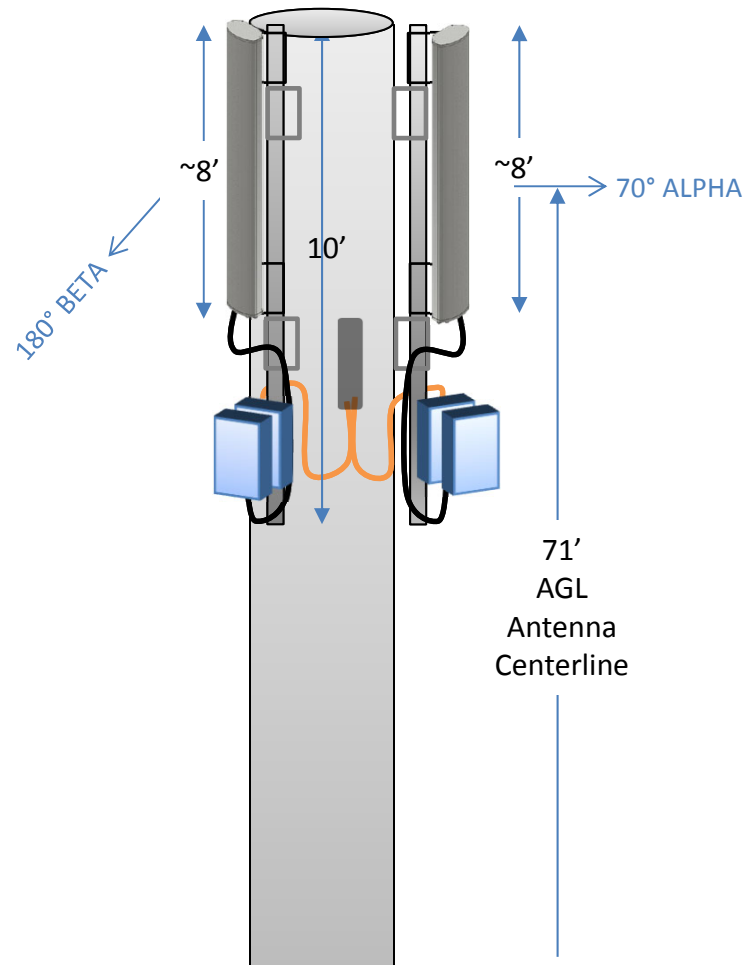
Installation Plans

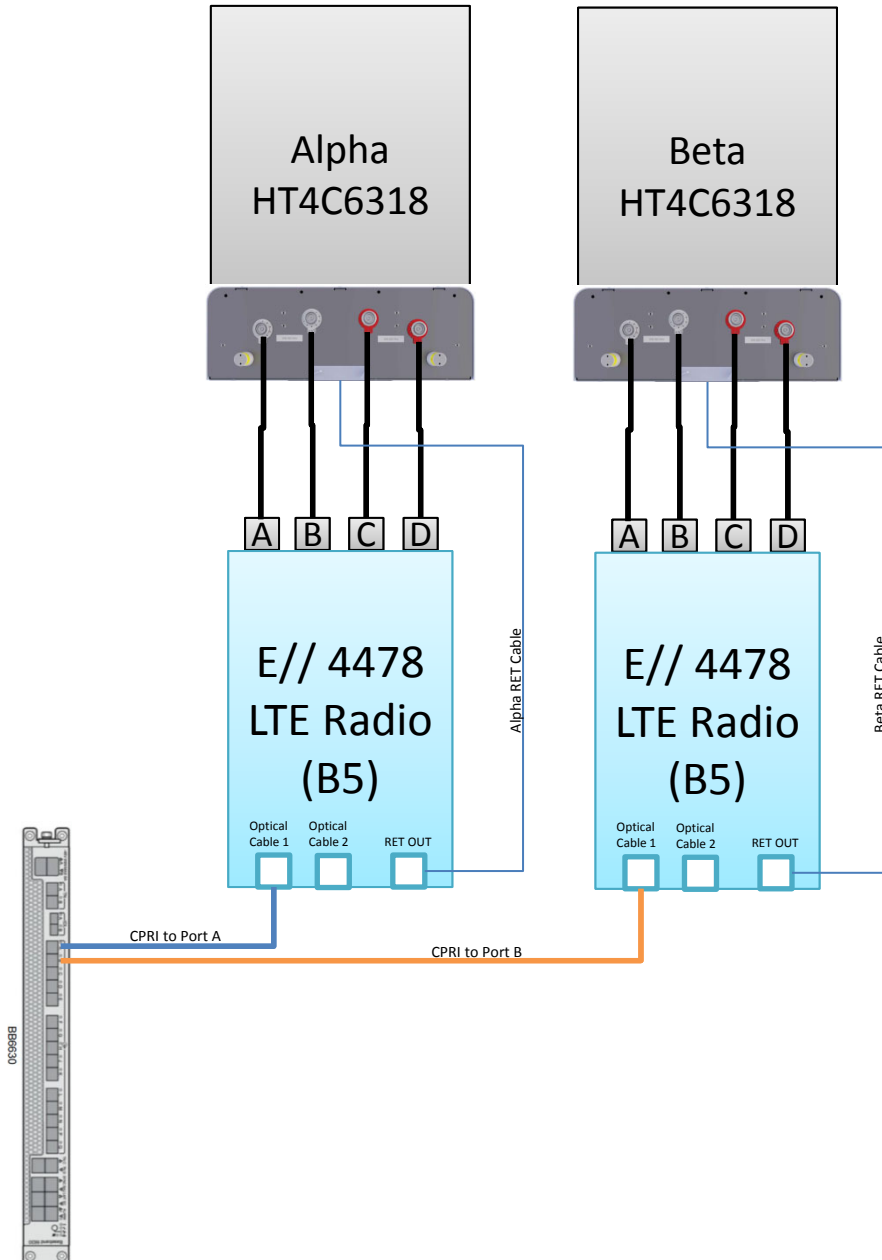
Ward Cove Antenna Configurations

(All azimuths given are True North)

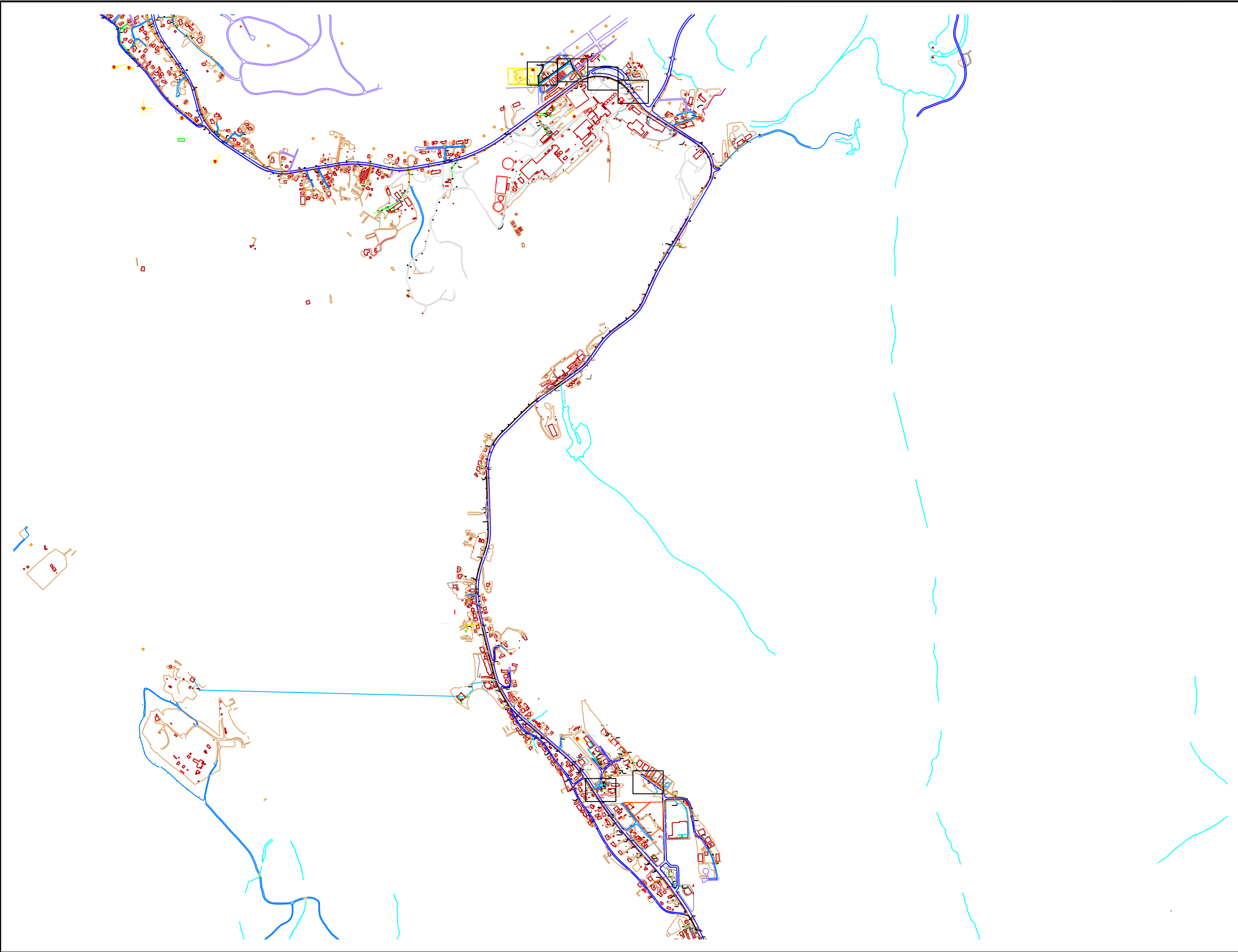


(All elevations are approximate)

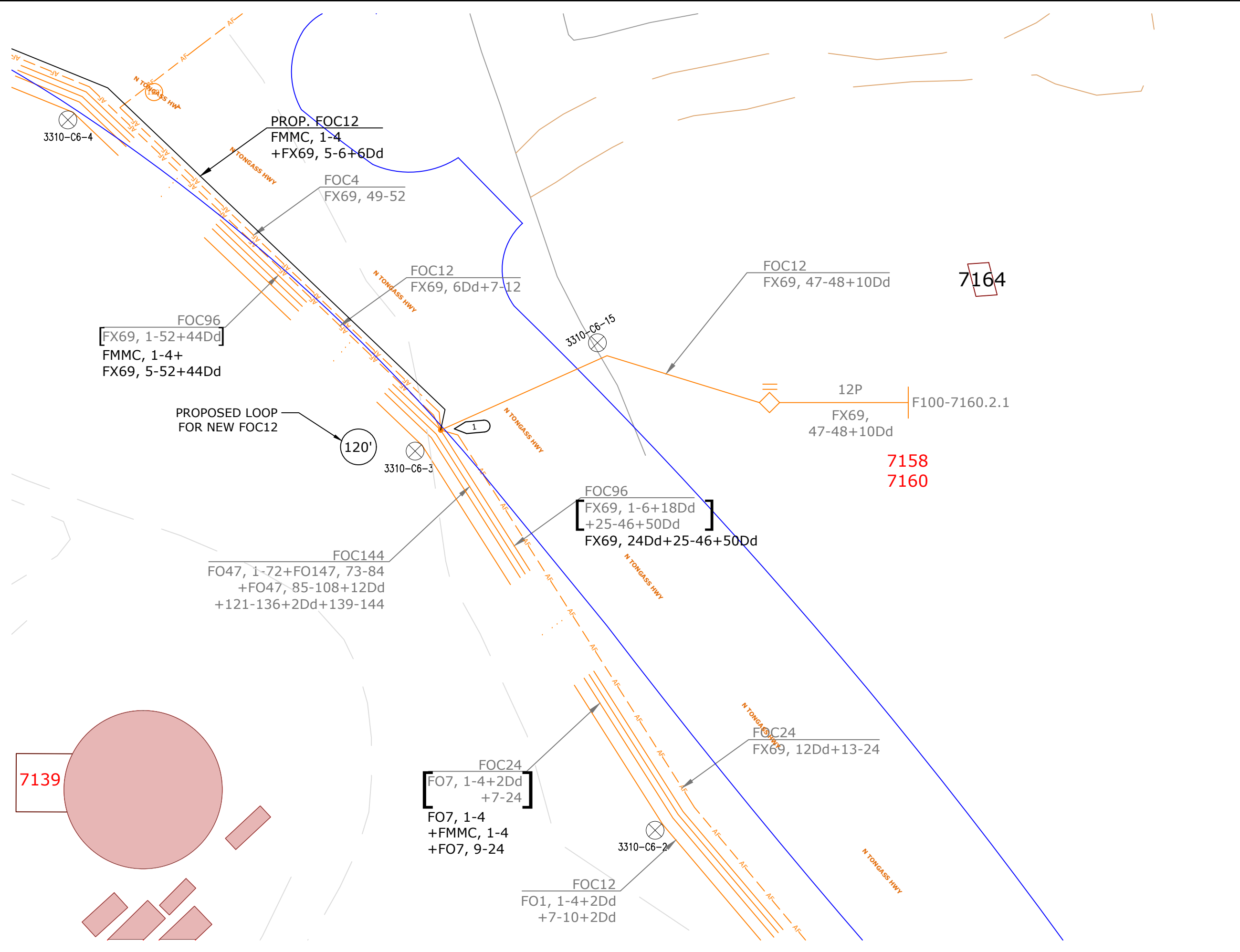




Typical Radio
Connections
(RF Connections
to Be Revised)



CONSTRUCTION AND SPLICING NOTES																																								
NOTE: 1.																																								
POST ANY AND ALL CHANGES																																								
<div> KETCHIKAN PUBLIC UTILITIES KETCHIKAN, ALASKA</div> <table border="1"><tr><td>LOCATION: WARD COVE CELL SITE</td><td>CITY/BOROUGH: KETCHIKAN</td><td>DIVISION: KPU-TELECOM</td></tr><tr><td>CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL</td><td colspan="2">JOB ORDER NO.: 2021-2410-2-001-2</td></tr></table> <p>PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.</p> <table border="1"><thead><tr><th>REV #</th><th>REV. DATE:</th><th>REASON FOR CHANGE</th><th>ENGR:</th><th>QC'D:</th><th>CADD:</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> <table border="1"><tr><td>DESIGNED & ENGINEERED BY: J. SCHULTZ</td><td>OFFICE PHONE NO.: (907) 228-5465</td><td>DATE: 1/19/21</td><td>SCALE: NTS</td><td>PRINT #</td></tr></table>						LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM	CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2		REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:																			DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT #
LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM																																						
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2																																							
REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:																																			
DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT #																																				



CONSTRUCTION AND SPlicing NOTES

NOTE:

1. PLACE EST. 2850' OF PROP. FOC12 (MC #130790) FROM POLE #3310-C6-3 TO WARD COVE CELL TOWER DEMARC AS SHOWN.

2. AT BOAT 1, SPLICE PROP. FOC12 TO EX. FOC96 WITH PROP. COUNT FMMC, 1-4+FX69, 5-6+6Dd.

POST ANY AND ALL CHANGES

7139

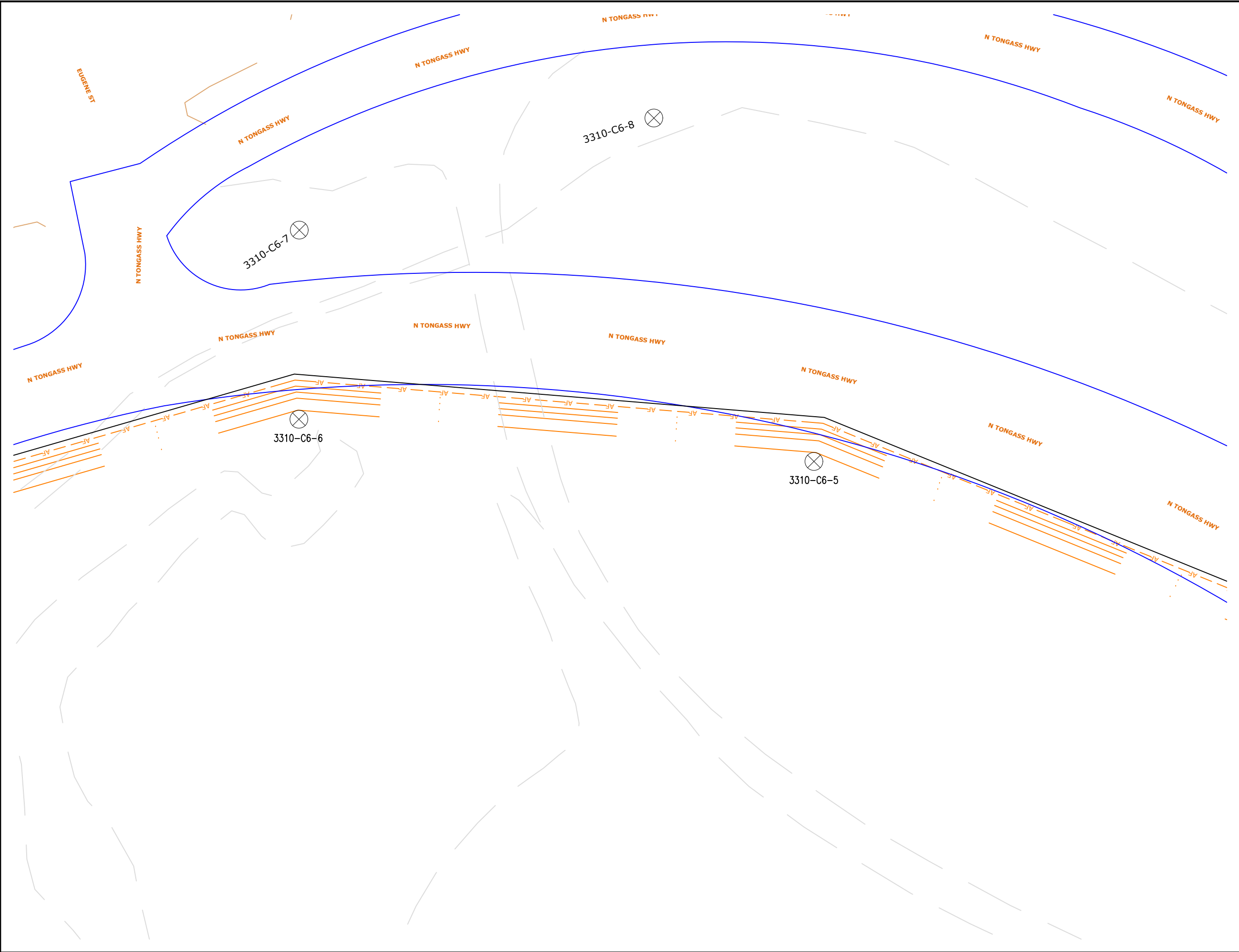
KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2	

PROJECT DESCRIPTION:
PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.

REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:

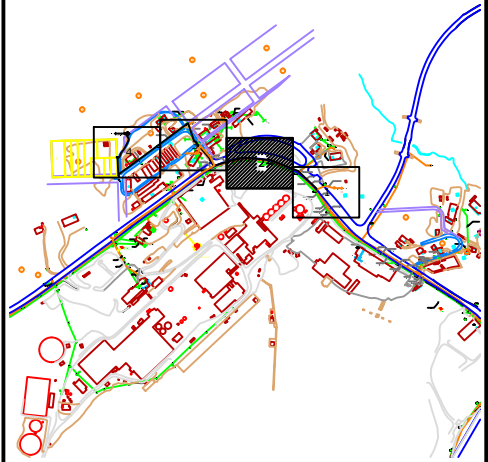
DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT # 1 OF 8
---	-------------------------------------	------------------	---------------	-------------------




CONSTRUCTION AND SPlicing NOTES

NOTE:
1.

POST ANY AND ALL CHANGES



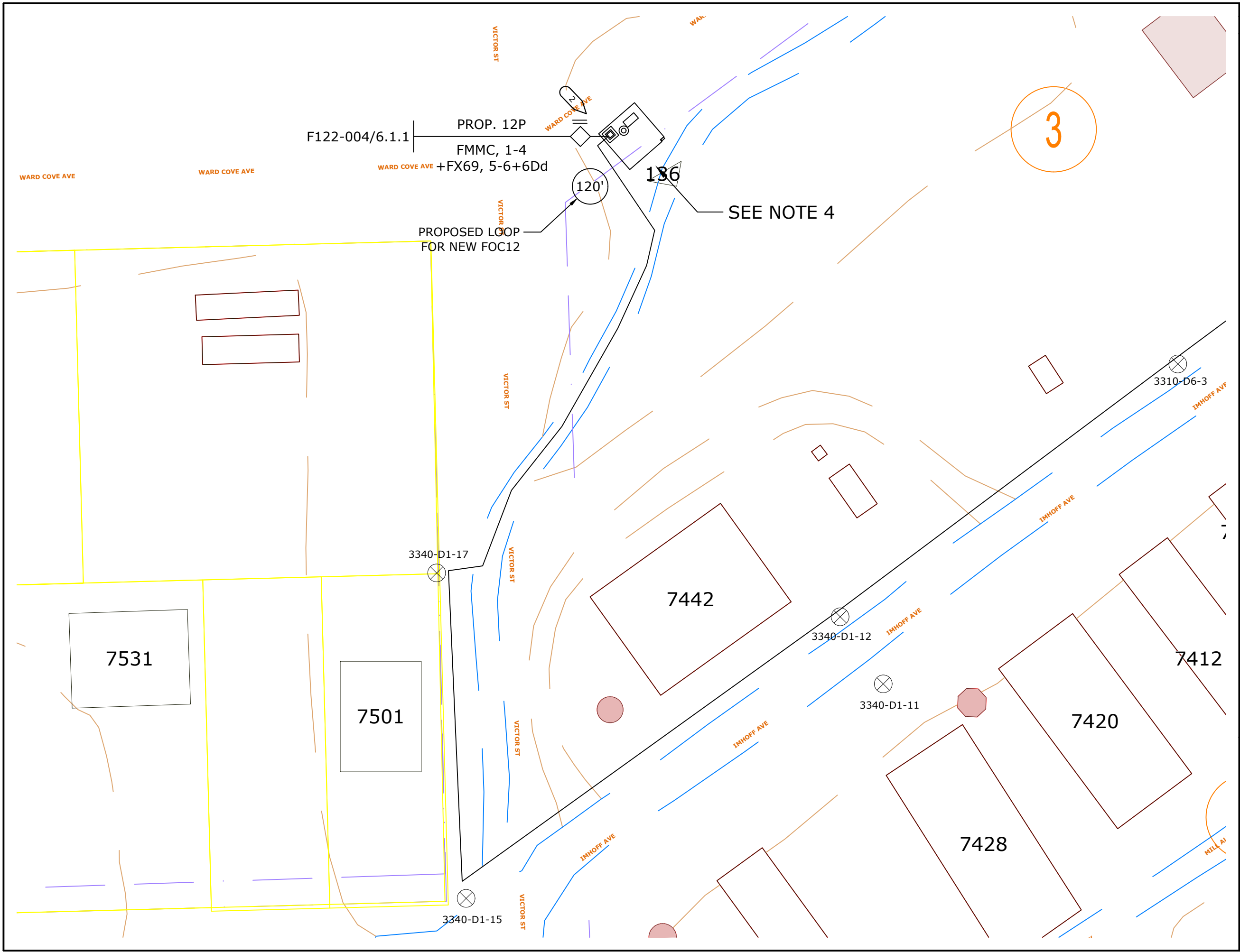


KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2	
PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.		

REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:

DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT # 2 OF 8
---	-------------------------------------	------------------	---------------	-------------------



CONSTRUCTION AND SPlicing NOTES

NOTE:
1. PLACE (2) RUNS OF EST. 300' OF 2" SCH 80 CONDUIT (MC #250175) FROM POLE #3340-D1-17 TO WARD COVE CELL TOWER DEMARC AS SHOWN.
2. PLACE PROP. 12P FIBER TERMINAL F122-004/6.1.1 (MC# 240093) AT WARD COVE CELL TOWER DEMARC LOCATION AS SHOWN.
3. AT BOAT 2, SPLICE PROP. FOC12 TO PROP. 12P FIBER TERMINAL F122-004/6.1.1 WITH COUNT FMMC, 1-4+FX69, 5-6+6Dd.
4. SEE SHEET 7 FOR SITE DETAILS.

POST ANY AND ALL CHANGES

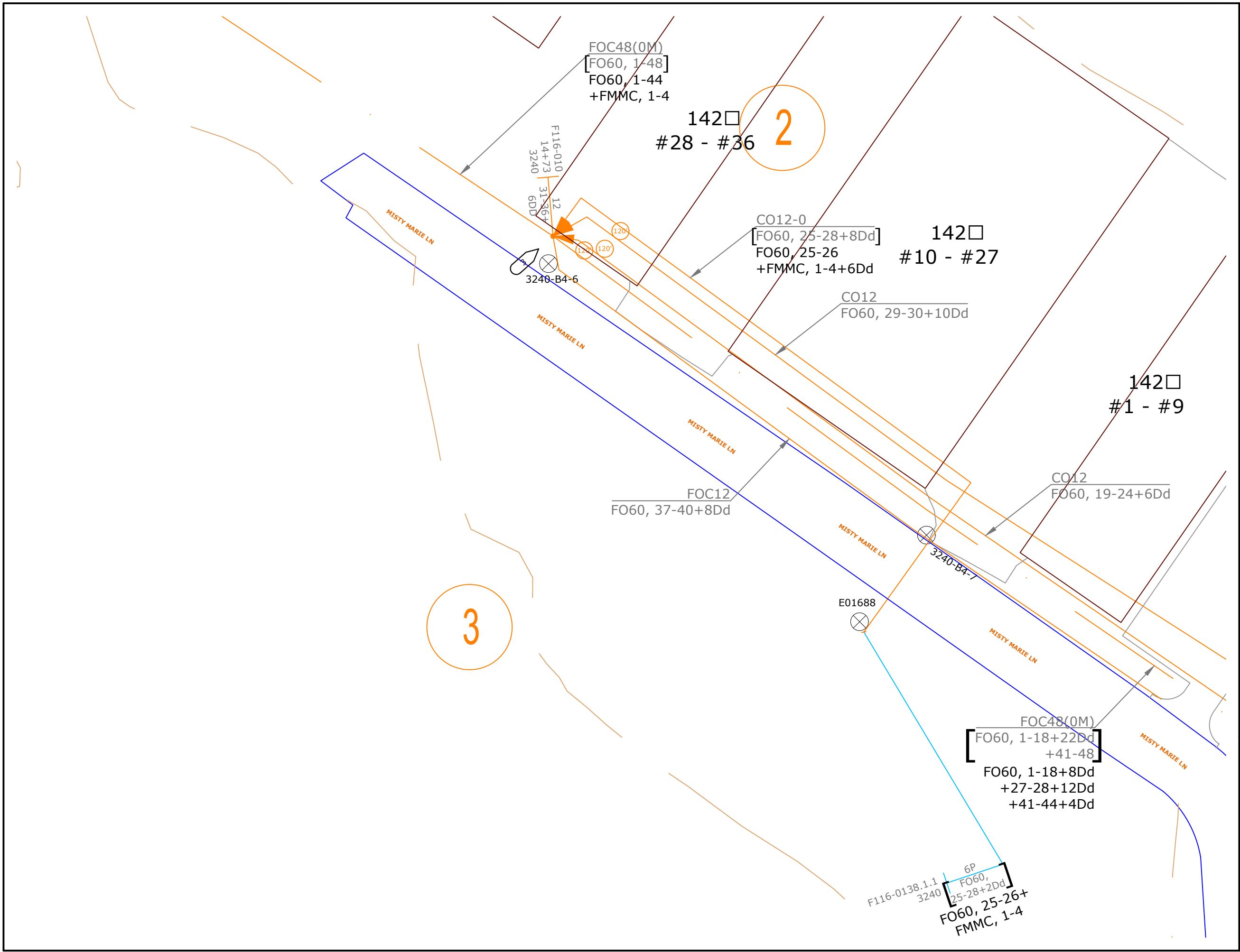
KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2	

PROJECT DESCRIPTION:
PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.

REV #	REV. DATE:	REASON FOR CHANGE	ENGR.	QC'D:	CADD:

DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT # 4 OF 8
---	-------------------------------------	------------------	---------------	-------------------



CONSTRUCTION AND SPLICING NOTES

NOTE:
1. AT FIBER BUILDING TERMINAL F116-0138.1.1, PATCH (4) FIBERS FROM MISTY MARIE CELL TOWER AS BACK FEED TO EICHNER CO. NEW COUNT FOR F116-0138.1.1 IS FO60, 25-26+FMMC, 1-4.
2. AT BOAT 3, SPLICE EX. FOC12 TO EX. FOC48 WITH NEW COUNT FO60, 1-44+FMMC, 1-4.

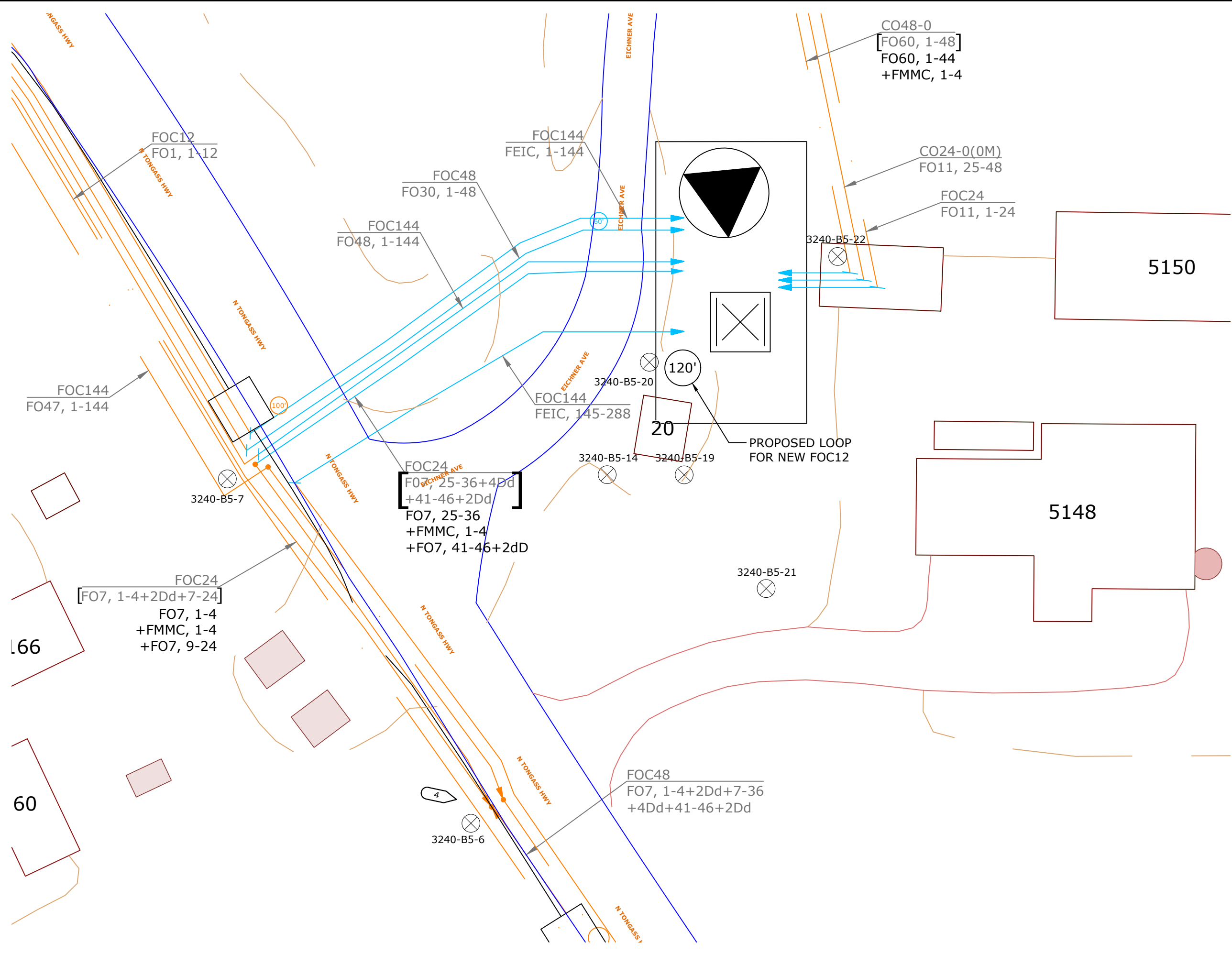
POST ANY AND ALL CHANGES

KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2	
PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.		


REV #	REV. DATE:	REASON FOR CHANGE	ENGR.	QC'D:	CADD:

DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT # 5 OF 8
---	-------------------------------------	------------------	---------------	-------------------



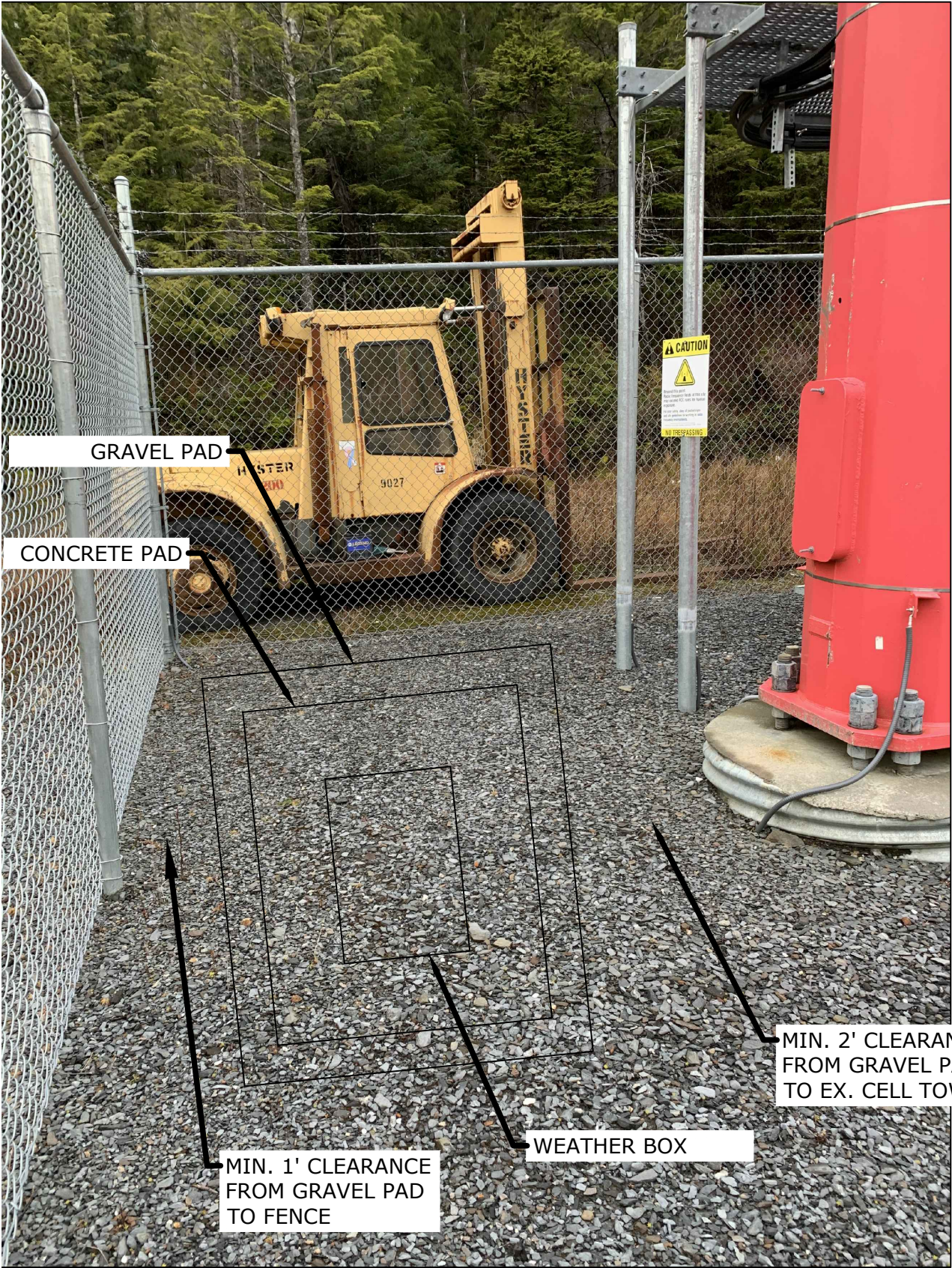
- CONSTRUCTION AND SPLICING NOTES
- NOTE:
- 1. AT EICHNER CO, ISP TO PATCH FMMC, 1-4 FROM MISTY MARIE CELL TOWER AS BACK FEED TO FO7 EICHNER FEED CABLE. NEW COUNT FO7, 25-36+FMMC, 1-4+FO7, 41-46+2Dd.
 - 2. AT BOAT 4, SPLICE EX. FOC24 FO7 EICHNER FEEDER TO EX. FOC24 FO7 NPHG FEEDER. NEW COUNT IN NPHG FEEDER FO7, 1-4+FMMC, 1-4+FO7, 9-24.
 - 3. AT NPHG, ISP TO PATCH FMMC, 1-4 TO FO69, 73-76.





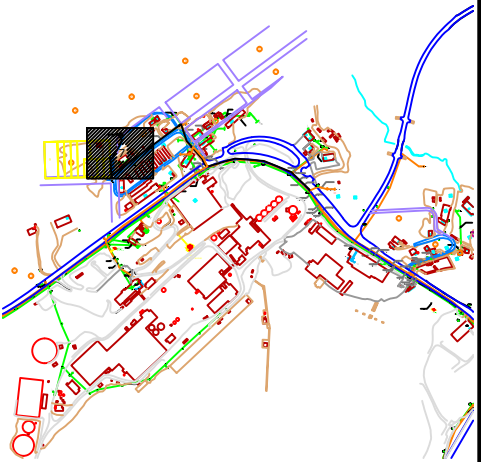
KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA


LOCATION: WARD COVE CELL SITE		CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL		JOB ORDER NO.: 2021-2410-2-001-2	
PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.			
REV #	REV. DATE:	REASON FOR CHANGE	ENGR: QC'D: CADD:
DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS PRINT # 6 OF 8



- CONSTRUCTION AND SPlicing NOTES
- NOTE:
1. LINE CREW TO PLACE EST. 5'X4' GRAVEL PAD. GRAVEL PAD TO HAVE MIN. 1' CLEARANCE FROM FENCE, MIN. 2' CLEARANCE FROM EX. CELL TOWER.
 2. PLACE EST. 4'X3' CONCRETE PAD CENTERED IN GRAVEL PAD.
 3. LINE CREW TO DETERMINE PATH FOR CONDUIT TO WEATHER BOX. RECOMMEND PLACING CONDUIT UP SIDE OF CONCRETE PAD WITH NO CONCRETE PENETRATIONS.
 4. LOCATION AND SIZES OF GRAVEL, CONCRETE PADS AND WEATHER BOX ARE RECOMMENDED AND CAN BE MOVED OR RESIZED AS DETERMINED BY LINE CREW. NOTIFY ENGINEER PRIOR TO ANY CHANGES.
 5. SEE ENGINEER FOR ADDITIONAL INFO AS NEEDED.

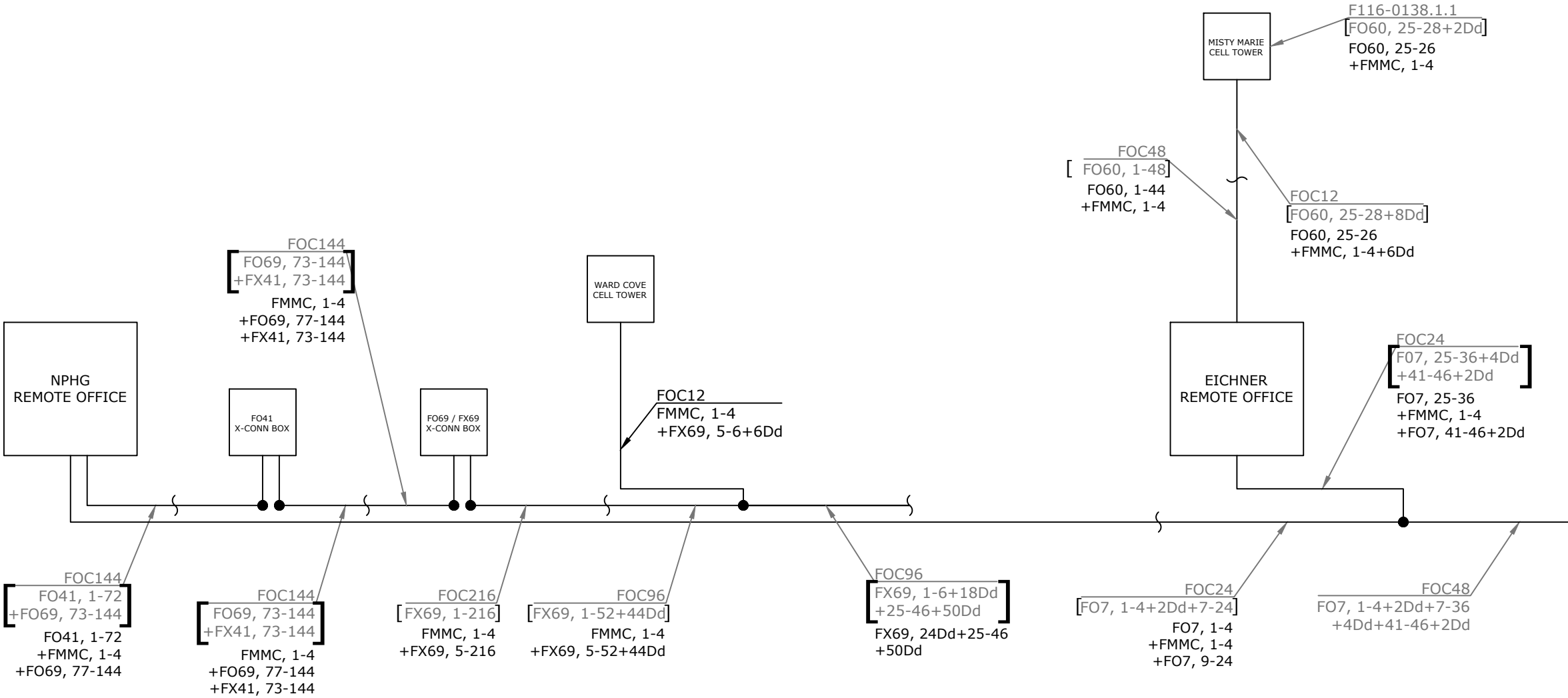
POST ANY AND ALL CHANGES






KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE	CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM			
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL	JOB ORDER NO.: 2021-2410-2-001-2				
PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.					
REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:
DESIGNED & ENGINEERED BY: J. SCHULTZ	OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT # 7 OF 8	



- CONSTRUCTION AND SPlicing NOTES
- NOTE:
1. AT EICH, JUMPER FMMC, 1-4 TO FO7, 5-8. NEW COUNT FO7, 1-4+FMMC, 1-4+FO7, 9-24.
 2. AT NPHG, JUMPER FMMC, 1-4 TO FO69, 73-76. NEW COUNT FO41, 1-72+FMMC, 1-4+FO69, 77-144.
 3. AT FO41 X-CONN, VERIFY COUNT FMMC, 1-4 +FO69, 77-144 EXPRESSED THROUGH.
 4. AT FO69 / FX69 X-CONN, VERIFY COUNT FMMC, 1-4 +FO69, 77-144+72Dd EXPRESSED THROUGH.

POST ANY AND ALL CHANGES



KETCHIKAN PUBLIC UTILITIES
KETCHIKAN, ALASKA

LOCATION: WARD COVE CELL SITE		CITY/BOROUGH: KETCHIKAN	DIVISION: KPU-TELECOM		
CENTRAL OFFICE: POINT HIGGINS / MISTY MARIE CELL		JOB ORDER NO.: 2021-2410-2-001-2			
PROJECT DESCRIPTION: PROPOSED FIBER FROM WARD COVE DISTRIBUTION FIBER AND MISTY MARIE CELL TOWER TO WARD COVE CELL TOWER.					
REV #	REV. DATE:	REASON FOR CHANGE	ENGR:	QC'D:	CADD:
DESIGNED & ENGINEERED BY: J. SCHULTZ		OFFICE PHONE NO.: (907) 228-5465	DATE: 1/19/21	SCALE: NTS	PRINT #: 8 OF 8



EXHIBIT C

Prime Agreement

LAND LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of November 1, 2014 ("Effective Date"), between Ronald and Donna Stout ("Landlord") located at [REDACTED] and The Alaska Wireless Network, LLC, [REDACTED] a Delaware limited liability company, on its own behalf and on behalf of its telecommunications affiliates (collectively, "Tenant") (each a "Party" and collectively, the "Parties").

NOW, THEREFORE, it is hereby agreed as follows:

1. **Property.** Landlord leases to Tenant the following property ("Property"): Portion of lot 10 Block 3, of Ward Cove, New Wacker Townsite, Survey 1056 with a physical of 796 Kian St, Ketchikan AK 99928, more explicitly detailed in exhibit B.

2. **Authorized Uses.** This Lease is issued for the following authorized uses: Tenant may construct, maintain, and operate a technical facility and related communications equipment at the Property in conjunction with Tenant's operation as a communications provider.

3. **Term.** The initial term of this Lease is 5 years ("Term"), commencing as of November 1, 2014 ("Commencement Date") with 3, 5 year extensions (individually, an "Extension" and collectively, the "Extensions") at the sole option of Tenant, so long as Tenant is not in violation of any terms or conditions as set forth in this Lease. The Extensions shall be automatic unless: (a) Tenant notifies Landlord at least 30 days prior to the expiration of the then-current term of its intent not to renew this Lease, or (b) Landlord notifies Tenant in writing of a default, and Tenant fails to timely cure that default. At the conclusion, of the original Term or final Extension, if any, this Lease shall continue year to year unless either Party has given notice of termination. Notice of termination during the year to year period shall be given no later than 30 days before the expiration of the then-current Lease term.

4. **Rent.** The initial rent for the Property will be [REDACTED] per month, payable on the 1st day of each month. Payment shall be made by check, bank draft, or money order made payable to Landlord. If this Lease commences on a date other than the 1st day of a month, Rent shall be prorated as of and paid on, the Commencement Date. If this Lease is terminated at any time other than the last day of a month, rent shall be prorated as of the date of termination. In the event of termination for any reason other than nonpayment of rent, all prepaid rent shall be refunded to Tenant. All unpaid rents and fees will accrue interest at [REDACTED] percent per annum beginning 30 days after payment is due.

5. **Improvements.** At no additional charge, Tenant and Tenant's sub-lessees may operate, maintain, add and replace equipment at the Property so long as the size of Tenant's Property is not increased thereby. Any construction on the Property must be neat, presentable, and compatible with its use and surroundings.

6. **Maintenance.** Tenant shall keep the Property and all its improvements thereon neat and presentable. Tenant shall not strip, waste, or remove any material from the Property without the prior written permission of Landlord, which permission shall not be unreasonably withheld, conditioned or delayed.

7. **Utilities.** Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Property. Tenant shall have an electrical current meter installed at the Property for Tenant's electrical usage, and Tenant shall pay for the cost installation, maintenance, and repair of same. Such meter will be billed by and paid directly to the power company. Tenant shall have the right, at its expense to improve the present utilities on the Property and to permanently place new utilities on (or to bring utilities across) Landlord's property in order to service the Property. Tenant shall also have the right to install emergency power generators on the Property.

8. Disposition of Improvements.

- (a) Within 180 days after the end of this Lease, improvements and personal property must be:
1. removed by Tenant if required by Landlord; or
 2. with Landlord's consent, be sold to the succeeding Tenant; or
 3. abandoned on the Property.
- (b) Landlord may grant additional time for the removal of improvements if hardship is established by Tenant.
- (c) At the end of this Lease, Tenant must peaceably and quietly vacate the Property and return possession to Landlord. The Property must be left in a clean, neat and presentable condition, at least as good as existed at the commencement of the Lease, normal wear and tear excepted. If Tenant causes any abnormal wear and tear or abuse of or to the Property, Tenant shall, at its expense and upon demand by Landlord, immediately eliminate such abnormal wear and tear or abuse or waste and pay for the restoration of the affected area(s) to a commercially reasonable equivalent condition to the Property' condition at the commencement of this Lease.

9. Title. Title to any improvements or other property owned by Tenant which is not disposed of as set out above shall automatically vest in Landlord.

10. Hazardous Materials. If fuel, lead acid batteries, coolants, fire suppressants, lubricants or any other hazardous materials are placed on the Property, Tenant agrees to have property trained personnel, equipment and procedures in place for safely handling the materials in accordance with the National Fire Protection Code and all applicable federal, state and local laws. In the event of a material spill of fuel or other hazardous materials on the Property, Tenant shall promptly notify Landlord and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Property to a condition reasonably satisfactory to Landlord.

11. Warranties. Landlord shall indemnify and defend Tenant for any breach of the following warranties: The execution of this Lease has been duly authorized by Landlord and all necessary consents have been received. To the actual knowledge of Landlord, no hazardous substances have been placed, released, or disposed on the Property. Landlord has all right, title, and interest in the Property, and to execute and to perform its obligations under this Lease. Other than the express warranties above, Landlord makes no express or implied warranties concerning the title or condition of the Property, including survey, access, or suitability for any use, including those uses authorized by this Lease. Tenant takes the Property as-is, subject to all other provisions to this Lease.

12. Liability. Tenant shall indemnify and defend Landlord from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind resulting from or arising out of any act of commission or wrongful omission by Tenant, to the extent arising from or connected with Tenant's use and occupation of the Property or its exercise of the rights and privileges granted by this Lease, except that it shall have no duty to indemnify Landlord to the extent of its own negligence, wrongful omission, or misconduct, fraud, or breach of the terms of this Lease.

13. Insurance.

- (a) Tenant shall secure and keep in force during the term of this Lease adequate insurance to protect both Landlord and Tenant against comprehensive public liability and property damage:
1. Property damage arising from one occurrence in the amount of not less than \$1,000,000.00, and
 2. Personal injury or death in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence.
- (b) All insurance required by this covenant must:
1. name Landlord as an additional assured;
 2. provide that Landlord be notified prior to any termination or cancellation in the insurance coverage; and

3. include a waiver of subrogation by which the insurer waives all rights of subrogation against Landlord for payments made under the policy.
- (c) The requirement of insurance coverage does not relieve Tenant of any other obligations under this Lease. Tenant may self-insure against the risks undertaken herein.

14. Holding Over. Subject to the Extensions available to Tenant in Section 3 above, if Tenant holds over after the expiration of this Lease, the holding over will not operate as a renewal or extension of this Lease, but only creates a tenancy from month to month, regardless of any rent payments accepted by Landlord. Tenant's obligations for performance under this Lease will continue until the month-to-month tenancy is terminated by Landlord. Landlord may terminate the hold-over, month-to-month tenancy at any time by giving Tenant at least 30 days' prior written notice.

15. Sale, Assignment or Sublease. The Parties may not sell or assign this Lease without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except Tenant may assign this Lease to a Tenant's parent, subsidiary, or affiliate under common control without Landlord's consent. Tenant may execute space and power and collocation agreements anywhere within the Property, including Tenant's tower if one is built. Tenant's sublessee(s) will be entitled to the same rights and privileges as Tenant. Landlord retains exclusive right to lease ground space adjacent to the Property to other carriers and tenants. Landlord may not sell or assign this Lease to a party that is not the legal owner of the Property without the written consent of Tenant, which consent may be withheld at Tenant's sole discretion.

16. Condemnation. If the Property are condemned by any proper authority, the term of this Lease will end on the date Tenant is required to surrender possession of the Property. Landlord is entitled to all the condemnation proceeds except Tenant will be paid the portion of the proceeds attributable to the fair market value of any improvements placed on the Property by Tenant. Rent will also be adjusted to reflect the prorata value of the remaining Property.

17. Cancellation. Landlord may cancel this Lease and recover possession of the Property by giving Tenant 30 days' prior written notice, upon the happening of any of the events listed below, that are not cured within the 30 day notice period:

- (a) Tenant's failure to pay when due the rents or fees specified in this Lease, including any increases made pursuant to this Lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Property by Tenant for any purpose not authorized by this Lease.
- (d) The appointment of a trustee or receiver for the Tenant's assets in a proceeding brought by or against the Tenant.
- (e) The failure of Tenant to perform any provision or covenant in this Lease. If such provision or covenant is not possible to perform within such 30 day cure period, Tenant shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Tenant may cancel this Lease with 30 days' written notice if (a) for any reason the Property become unsuitable for its communications purposes, (b) the appointment of a trustee or receiver for the Landlord's assets in a proceeding brought by or against Landlord, or (c) the failure of Landlord to perform any provision or covenant in this Lease. If such provision or covenant is not possible to perform within such 30 day cure period, Landlord shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

18. Easements. Landlord covenants and agrees that Tenant and Tenant's sub-lessees shall have access to the Property for parking vehicles, pedestrian traffic, and ingress and egress to the Property for all uses authorized or required by this Lease, including, but not limited to, Tenant's right to place underground conduits or aerial feeds, fiber as needed for power and telephone or other purposes from the Property to all utility easements and rights-of-way which are owned by Landlord. Landlord agrees to provide utility easements to the Property in recordable form, as may be required by utility

service providers. Landlord reserves the right to grant to third parties or reserve to itself easements or right-of-way through, on, or above the Property. No easement or right-of-way on the Property may unreasonably interfere with Tenant's use of the Property. All of Tenant's rights in this section shall be granted to Tenant without any further compensation due to Landlord.

19. Laws and Taxes. Tenant will conduct all activities authorized by this Lease in compliance with all applicable federal, state, and local laws, including but not limited to matters of health, safety, sanitation, pollution and communications. Landlord shall pay all property taxes, except that Tenant shall pay for taxes based on its improvements to the Property upon invoice by the Landlord. Such invoice shall be sent to Tenant no later than ninety (90) days following Landlord's receipt of its property tax bill. **IF LANDLORD DELAYS MORE THAN NINETY (90) DAYS FROM THE DATE OF LANDLORD'S RECEIPT OF THE TAX BILL IN ISSUING SAID INVOICE TO TENANT FOR TENANT'S PROPERTY IMPROVEMENTS, THEN LANDLORD THEREBY WAIVES ANY AND ALL CLAIMS FOR PROPERTY TAXES FROM TENANT FOR THAT CALENDAR YEAR.**

20. Disputes. In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Tenant agrees to notify Landlord of any claim, demand, or lawsuit arising out of Tenant's occupation or use of the Property. Upon Landlord's request, Tenant will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Property.

21. Liens. Tenant shall keep the Property free of all liens, pay all costs for labor and materials arising out of any construction or improvements by Tenant on the Property, and hold Landlord harmless from liability for any liens, including costs and reasonable attorney fees related to Tenant's activities. By this provision, Landlord does not recognize that it is in any way liable for any liens on the Property.

22. No Waiver; Consents. The failure of a Party to insist upon the strict performance of any provision in this Lease may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Lease cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required in this Agreement, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.

23. Validity of Parts. If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

24. Natural Disasters. If any cause which occurs without the fault or negligence of either Party renders the Property permanently unusable, this Lease may be terminated by either Party upon 30 days' written notice to the other, in accordance with Section 26 below. Causes include but are not restricted to acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions, or strikes. No Party shall be liable for any delay or failure in performance due to such events outside of the defaulting Party's reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

25. Notices. Any notices to be given under this Lease by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

Landlord:
Ronald and Donna Stout

Tenant:
The Alaska Wireless Network, LLC

With a copy of legal notices to:
Ronald and Donna Stout

With a copy of legal notices to:
The Alaska Wireless Network, LLC

or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party. Such notice shall be effective as of the date of its receipt. Unless specified otherwise in writing, the primary contacts for Landlord and Tenant shall be:

Landlord Contact:
Ronald and Donna Stout, Owner

Tenant Contact:
David Baker, Site Acquisition Manager

26. Inspection. Landlord reserves the right to enter any part of the Property, including buildings, for the purpose of inspection at any reasonable time. Except in the case of an emergency, all inspections will be coordinated with Tenant in advance, in order to minimize interference with Tenant's activities.

27. Quiet Enjoyment; Access. So long as Tenant is not in breach of this Lease, it shall have the right of quiet enjoyment of the Property for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Property. This Lease shall be binding on each Party's successors and assigns. Under no circumstances shall Tenant and Tenant's sub-lessees be prevented or delayed from accessing its equipment during the Term and all Extensions, twenty-four hours a day, seven days a week.

28. Binding Agreement; Amendments; Counterparts. This Lease shall be binding upon each Party's heirs, representatives, executors, successors and assigns. This Lease may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Lease in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Lease. Delivery of an executed counterpart by electronic transmission email or fax shall be as effective as physical delivery of an executed counterpart.

29. Non-Disclosure Agreement. Neither Party shall disclose the terms and conditions of this Lease, including the rent due hereunder, outside its organization, except Tenant may disclose this Lease with potential sublessees who have submitted a collocation application; prior to disclosure Tenant will redact financial information and any other sensitive materials that will not pertain to a sublessee.

[END OF SECTIONS AND TEXT]

Tenant: The Alaska Wireless Network, LLC

Landlord: Ronald and Donna Stout

By: [Signature]
Name: Jimmy Sipes
Title: VP Network Services & Chief Engineer
Date: 43. 10.3.2014

By: [Signature]
By: [Signature]
Name: Ronald and Donna Stout
Title: Landowner
Date: Oct. 1, 2014

Exhibit A

Legal Description, Property Address, Borough Parcel Number, AWN Site Name

Lot 10, Block 3, New Wacker Townsite, US Survey 1056, Ketchikan Recording District, First Judicial District, State of Alaska.

796 Kian Street, Ketchikan Alaska 99928

Borough Parcel Number: 313310061000

AWN Site Name: Ketchikan Ward Cove

Exhibit B
Plat Map

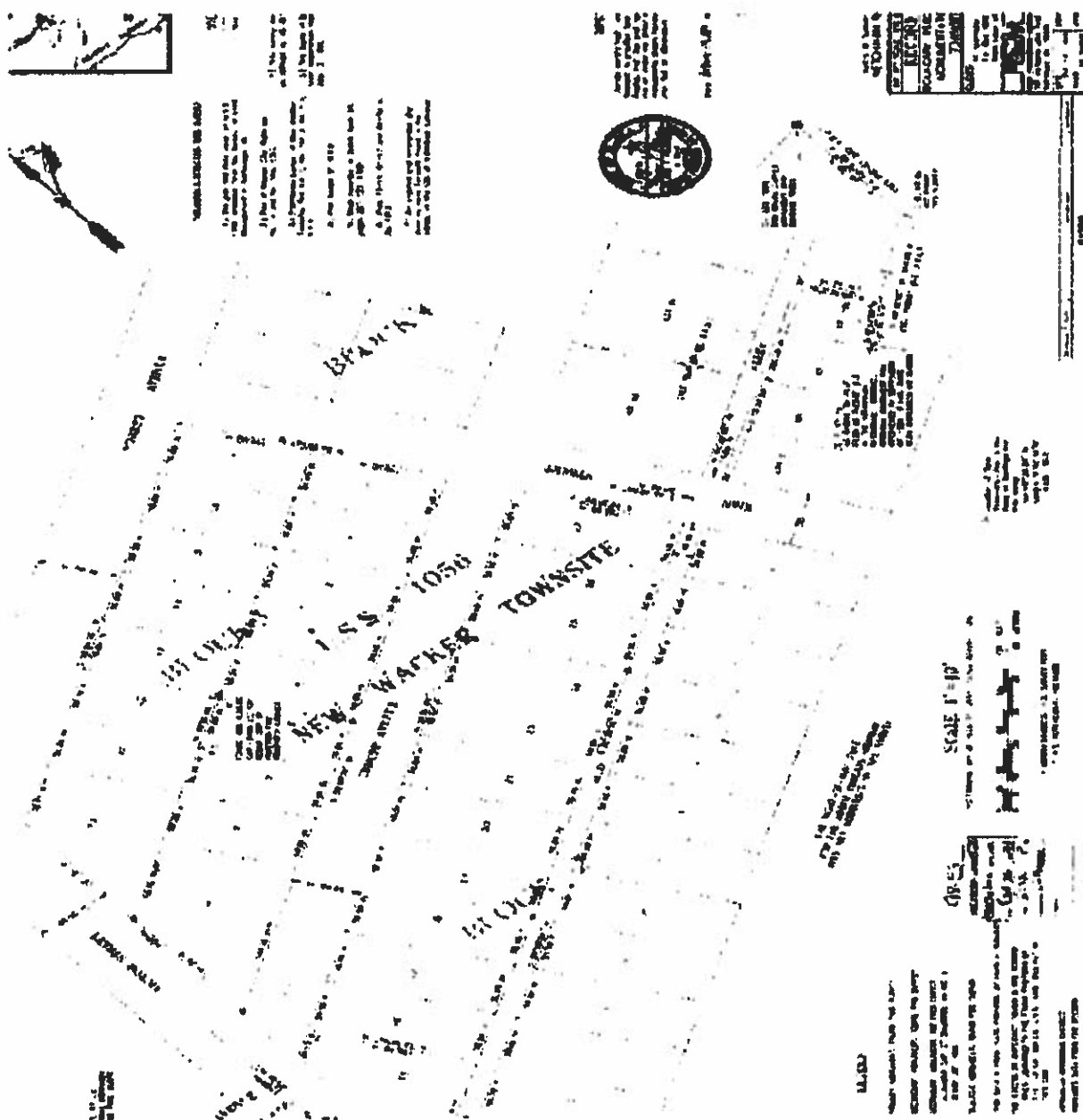


Exhibit C
Title Report



Fidelity Title Agency

of Alaska

3150 C Street, Suite 220

Anchorage, Alaska 99503

Phone: (907) 277-6601 Fax: (907) 277-6617

September 16, 2014

GCI Communication Corp.

Re: Title Order Number: P-49842
Reference Name: Stout / GCI Communication Corp.
Property: 96 Klen Street, Ketchikan, AK 99928

Dear Customer,

On your behalf we have acquired the enclosed Preliminary Commitment for Title Insurance for the parcel of property which is the subject of the above Fidelity Title Agency Of Alaska, LLC order. All correspondence and contact by telephone or email should continue to be through this office including any questions you might have regarding the status of title as reflected on the enclosed title commitment.

Enclosed also is our preliminary invoice for the Commitment. If you have any questions, please feel free to contact us.

Sincerely,

Fidelity Title Agency Of Alaska, LLC


Jackie Keller,
Title Officer

INVOICE



Remit Payment To:
Fidelity Title of Alaska, LLC



Billed To:
GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, AK 99503-2781
Attn: Cindy Coughlin

Invoice Date: September 16, 2014
Please Pay Before: 30 Days
Our File Number: F-49842
Reference Number:
Reference Name: GCI Communication Corp.
Ketchikan Number: 30224

Property:
96 Kien Street, Ketchikan, AK 99928

Brief Legal: Lot 10, Block 3, New Wacker Townships

DESCRIPTION

AMOUNT

ALTA Owner's Policy

Minimum Work Fee Due

Payment to the Director of Insurance Order No. R92-1, a non-refundable minimum deposit of \$1000 due within 30 days of the date of issuance of this report and will be applied to any premium charged at closing or toward the cancellation fee should said transaction fail to close.

Please write the order number on all payments to our office.

1st copy - Customer
remittance

2nd copy - Please return with



Fidelity Title Agency

of Alaska

3150 C Street, Suite 220

Anchorage, Alaska 99503

Phone: (907) 277-6601 Fax: (907) 277-6617

Privacy Policy

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your personal information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our right arising out of any agreement, transaction or relationship with you. One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the above address.

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been insured in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

A handwritten signature in black ink, appearing to read "Ketchikan Title Agency, Inc."

Authorized Countersignature

KETCHIKAN TITLE AGENCY, INC.

Company

Ketchikan, Alaska

City, State



A handwritten signature in black ink, appearing to read "Senior Chairman of the Board".

Senior Chairman of the Board

A handwritten signature in black ink, appearing to read "Chairman of the Board".

Chairman of the Board

A handwritten signature in black ink, appearing to read "President".

President

004-UN ALTA Commitment (6/17/06)

File No.: 30224

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.sta.org/>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2028, Houston, Texas 77252.



2417 Tongass Avenue, Ste. 222
Ketchikan, Alaska 99901
Phone 907-228-0035
Fax 907-228-0703

Title Officer: SUSAN KINSMAN
Reference: F-49842

Order Number: 30224

SCHEDULE A

Updated September 18, 2014 (See Effective Date)

1. Effective Date: September 14, 2014 at 8:00 a.m.
2. Policy Or Policies To Be Issued:

(X) ALTA OWNER'S POLICY, (8/17/08)
(X) STANDARD () EXTENDED

Amount:
Premium:
Tax:
Total:

Proposed Insured: GCI COMMUNICATIONS CORPORATION, an Alaska corporation

() ALTA LOAN POLICY (8/17/08)

Amount:
Premium:
Tax:
Total:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE ESTATE

4. Title to said estate or interest in said land is at the effective date hereof vested in:

RONALD D. STOUT and DONNA K. STOUT

5. The land referred to in this commitment is described as follows:

Lot 10, Block 3, NEW WACKER TOWNSITE, U.S. Survey 1066, Ketchikan Recording District,
First Judicial District, State of Alaska.

We have been informed but do not insure that said property is also known as:

88 Kien Street
Ward Cove, Alaska 99928

Page 2

Order Number: 80224

- 14 -

Tenant  Landlord 
AWN Contract # 6857
August 22, 2014 Version

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B****Part I**

File No.: 30224

The following are the requirements to be complied with:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable including the following:
Liability for Ketchikan Gateway Borough Taxes and Assessments (Tax I.D. No. 31-3310-061000).
5. Record instrument conveying or encumbering the estate or interest to be insured briefly described:

Warranty Deed

Copyright 2008-2009 American Land Title Association. All rights reserved.
The use of this form is restricted to ALTA members and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No. 30224
AK STD ALTA Commitment (6/17/06) AK 2/6/12 - Schedule B1

Page 1 of 1

stewart
TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B****Part II**

File No.: 30224

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims, of easement, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. (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
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way)
8. Reservations and exceptions as contained in the U.S. Patent and acts relating therein.
9. Questions of boundary and location which an accurate survey may disclose.
10. Easements and notes as shown on Record of Survey recorded October 26, 1998 as Plat No. 98-53.

NOTE: We will require a copy of the Articles of Incorporation from GCI Communications Corporation as well as resolutions authorizing the purchase of subject property.

Copyright 2000-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reproduced under license from the American Land Title Association.
File No. 30224
AK STG ALTA Commitment (6/17/06) AK 2/8/13- Schedule B II

Page 1 of 1




Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Insurance Company, Stewart Title, Stewart Title Company and Ketchikan Title Agency, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2014-002308-0

Recording District 102 Ketchikan
08/12/2014 01:17 PM Page 1 of 2

THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.

DO NOT DETACH

August 21, 2001

- 18 -

Tenant

PAA

Landlord

DL

AWN Contract #

6877

August 22, 2014 Version

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 10 day of September, 2014, by the Grantor, South East Car Leasing, Inc. Donald D. Stout + Donna K. Stout as sole members of South East Car Leasing, Inc. DBA 1088, Warden, AK 99727 to the Grantee, Ronald D. Stout and Donna K. Stout (RTUEN 10) whose mailing address is Box 1099, Warden, AK 99728.

WITNESSETH, That the said Grantor, for good consideration and for the sum of \$ 100 paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Ketchikan Borough, State of Alaska, to wit:

Lots 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 17, Block 3, and Lot 1 + 2, Block 4, USS 1056, Warden Subdivision, Ketchikan, Alaska Ketchikan Recording District Parcel #3133100570004#3133100610004#3133100550004#313310056000.

IN WITNESS WHEREOF, The said Grantee has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Ronald D. Stout
Grantor Ronald D. Stout

Donna K. Stout
Grantor Donna K. Stout

STATE OF AZ
COUNTY OF Maricopa

on 9/10/14 before me, Shoshanna Palla, personally appeared Ronald D. Stout + Donna K. Stout, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shoshanna Palla
Notary



Assistant: Known Unknown

ID Produced: AK Drivers Licenses

(Seal)

Page 2 of 2
2014-002309-0

15811

0256-815

STATUTORY WARRANTY DEED
AS 34.15.030

The Grantor, Frank J. Harris (also appearing of record as Frank James Harris), a single man, of 1411 1/2 Street, Fairbanks, Alaska, 99701, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to the Grantee, South East Car Crumbers, Inc., of P.O. Box 1099, West Cove, AK 99524, the following described real property:

Lots 1, 2, 3, 4, 10, 11, 12, 13, 14, 15 and 17, Block 7, and Lots 1 and 2, Block 4, New Wacker Township, U.S. Survey 1056, Katiklik Recording District, First Judicial District, State of Alaska.

SUBJECT TO:

Reservations and exceptions as contained in the U.S. Patent and note relating thereto.

Questions of boundary and location which an accurate survey may disclose.

Any easements, reservations, restrictions, covenants, conditions and exceptions of record, if any;

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, unto said Grantee and to his heirs, successors, administrators and assigns forever.

DATED: March 25, 1996.

GRANTOR

Frank J. Harris, by his attorneys-in-fact
Annette Rose Harris
Loreta Jean Harris-Kayne

By Annette Rose Harris-Kayne
Annette Rose Harris-Kayne

[Signature]
Loreta Jean Harris-Kayne

Shelley Kay Gibson
220 South 1st, Suite 205
Fairbanks, AK 99701
603-548-4111, 601A

Statutory Warranty Deed

Page 2 of 4

JUN 0256 PM 816

STATUTORY WARRANTY DEED

AS 34.15.030

Washington Terrace, St. Louis, MO 63112 (L.K.)

The Grantor, Frank J. Harris (also appearing of record as Frank James Harris), a single man, of 1448-14th St. Drive, St. Louis, MO 63104, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to the Grantee, South-East Car Crushers, Inc., of P.O. Box 1099, Ward Cove, AK 99802, the following described real property:

Lot 1, 2, 3, 4, 10, 11, 12, 13, 14, 15 and 17, Block 3, and Lot 1 and 2, Block 4, New Warner Township, U.S. Survey 1036, Katashkum Recording District, First Judicial District, State of Alaska.

SUBJECT TO:

Reservations and exceptions as pertained in the U.S. Patent and acts relating thereto.

Questions of boundary and location which an accurate survey may disclose.

Any covenants, reservations, restrictions, covenants, conditions and exceptions of record, if any;

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, unto said Grantee and to its heirs, executors, administrators and assigns forever.

DATED: March 27, 1996,

GRANTOR

Frank J. Harris, by his attorneys-in-fact
Aronette Rose Harris
Lorraine Ann Harris-Kayser

[Signature]
Aronette Rose Harris

[Signature]
Lorraine Ann Harris-Kayser
(L.K.)

Shirley Lee Gillen
200 Newton, Suite 200
Tomball, TX 77375
www.stoutlaw.com

Statutory Warranty Deed

Page 1 of 4

BOOK 0258 PAGE 617

STATE OF OREGON

COUNTY OF JACKSON

}

THIS IS TO CERTIFY that on the date next below written, and before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, there appeared personally Annette Rene Harris, to me known to be the lawful owner of attorney for Frank J. Harris, the individual named in the above and foregoing instrument, and said person acknowledged to me that she had, in her official capacity aforesaid, executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this instrument next below written prior to execution.

DATE: March 26, 1996

NOTARY PUBLIC FOR OREGON



By R. Fisher
My Commission Expires: 9/14/99

Debbie Lee Gilman
200 Rowland, Suite 202
Madison, AL 37050
615-261-4204 JAA

Sherry Thomas Reid
Page 2 of 4

BOOK 0256 PAGE 818

STATE OF MISSOURI)
COUNTY OF St. Louis) MC

THIS IS TO CERTIFY that on the date and below written, and before me, the undersigned, a Notary Public in and for the State of Missouri, duly commissioned and sworn, there appeared personally Leigha Jean Harris-Kayes, to me known to be the lawful power of attorney for Frank J. Harris, the individual named in the above and foregoing instrument, and said person acknowledged to me that she had, in her official capacity aforesaid, executed the foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this instrument next below written prior to execution.

DATE: March 27, 1996

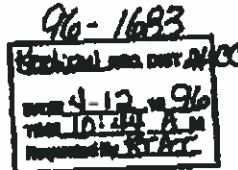
NOTARY PUBLIC FOR MISSOURI

By Judith Kayes
My Commission Expires 4-4-97

After Recording, please return to the
Grantee whose address is:

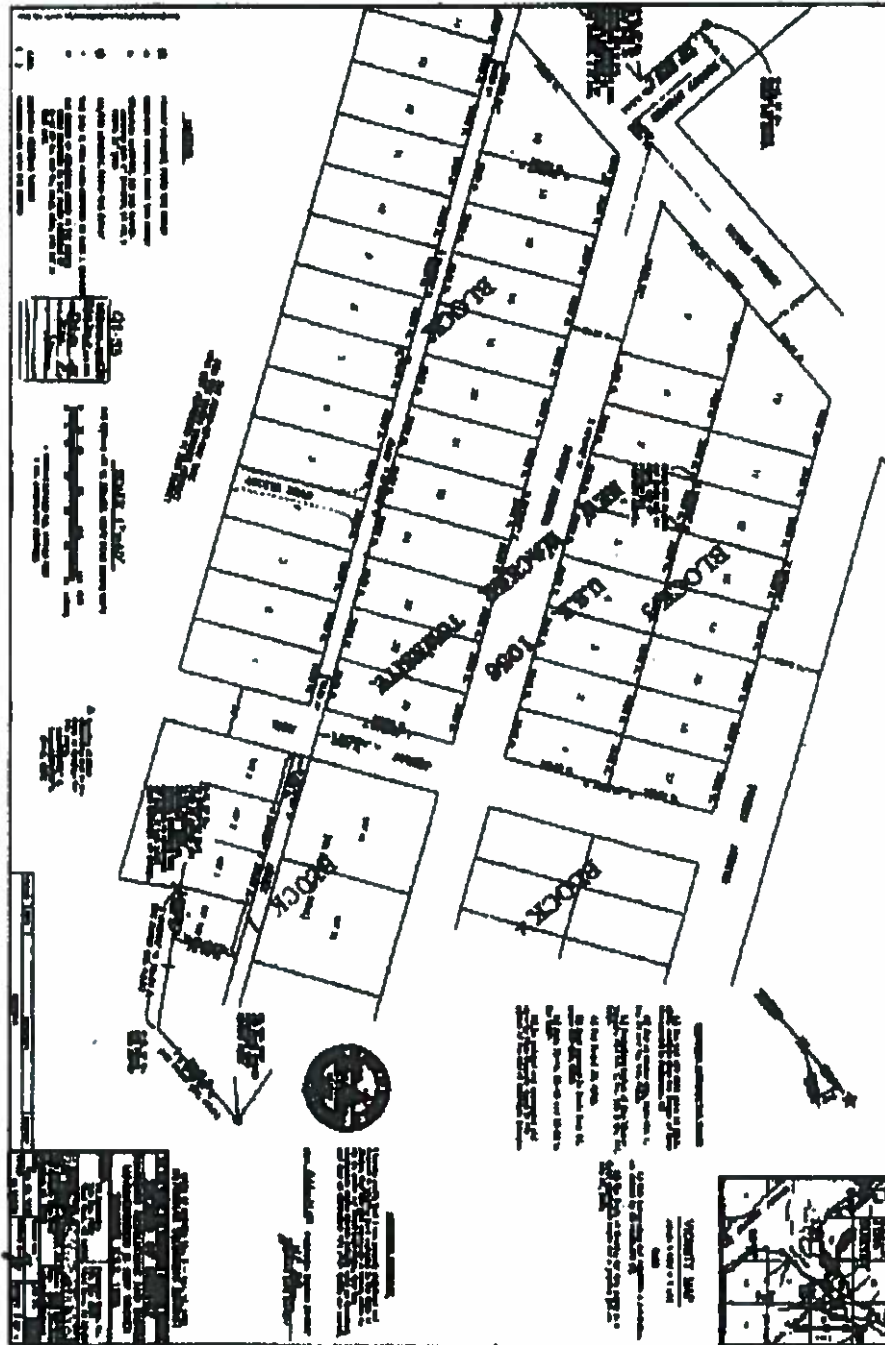
South East Car Washes, Inc.
P.O. Box 1009
West Cove, AL 36688

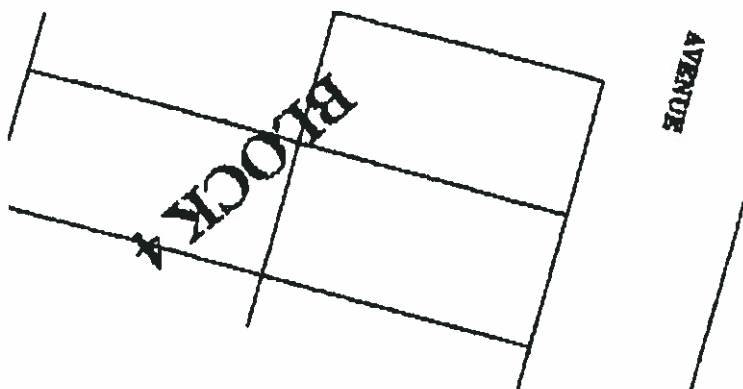
JILL LINDENBERG
Notary Public - St. Louis, MO
STATE OF MISSOURI
St. Louis County
My Commission Expires April 4, 1997



Spencer Law Offices
200 Madison, Suite 200
Crestline, AL 36008
(205) 222-0200, 200A

Notary Warning Void
Page 4 of 4





DOCUMENTS AFFECTING THIS SURVEY

- 1.) The plat and field notes of U.S.S. 1056, exclude from the Bureau of Land Management in Anchorage, AK.
- 2.) Plat of Tender City, Parts Vol. 1, No. 14 and No. 16A, K.R.D.
- 3.) Preliminary Layout of New Western Township, Part Vol. 1, No. 167 & No. 111, K.R.D.
- 4.) Plat Pocket 32, K.R.D.
- 5.) Book recorded in Deeds Book 24, pages 227-230, K.R.D.
- 6.) Plats 78-19, 80-15 and 80-02 in the K.R.D.
- 7.) An unrecorded and unrecorded plat done by Henry Furuseth found in the offices of the City of Kenai Surveyor.



VICINITY MAP

SCALE: 1 inch = 1 mile

NOTES

- 1.) This survey does not constitute a subdivision as defined by AS 40.15.190 (2).
- 2.) The Books of Survey for this survey is a Survey observation made for a previous job on July 12, 1998.

