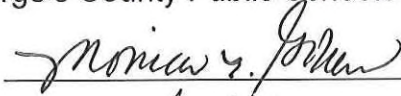


**Milestone Tower Limited Partnership
Real Property Deed of Lease Agreement
And Memorandum of Lease
For Charles Herbert Flowers High School**

PGCPS Approved for Substantive Content

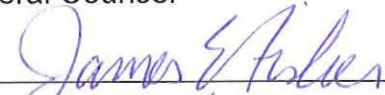
Ms. Monica E. Goldson
Chief Operating Officer
Prince George's County Public Schools

Signature: 

Date: 8/5/14

PGCPS Approved for Legal Sufficiency

James E. Fisher, Esquire
Associate General Counsel
Office of General Counsel

Signature: 

Date: 7/31/14

REAL PROPERTY DEED OF LEASE AGREEMENT

SITE: Charles Herbert Flowers High School
10001 Ardwick-Ardmore Road
Upper Marlboro, Maryland 20774

THIS REAL PROPERTY DEED OF LEASE AGREEMENT (this "Lease"), made and entered into this ___ day of _____, 2014, by and between the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, a body corporate and politic, with an address of 13300 Old Marlboro Pike, Room 13, Upper Marlboro, Maryland 20772, herein referred to as "Lessor," and MILESTONE TOWER LIMITED PARTNERSHIP - III, a Delaware limited partnership, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Lessee," recites and provides as follows:

RECITALS

1. Lessor is the owner of the parcel of improved real estate located in Prince George's County, Maryland known as Prince George's County District 13, Tax Map 0052, Grid 00E4, Parcel 0000 (Account No. 1391390) and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by Lessor as a public high school.

2. Lessee intends to construct a free-standing monopole as shown on Exhibit A-2 attached hereto and made a part hereof, satisfying the requirements of this Lease and all applicable laws (the "Monopole") and to lease from Lessor land on which Lessee intends to construct an equipment compound having the size and location shown on Exhibits A and A-1, attached hereto and made a part hereof, for the installation of equipment operated by Lessee or the Carriers (as defined below) on the Site (the "Compound"). Lessee intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Monopole and the Compound shall collectively be referred to herein as the "Base Station").

3. The parties now desire to set forth the terms pursuant to which Lessor shall lease a portion of the Site to Lessee for the purposes just described.

DEED OF LEASE

NOW, THEREFORE, for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE OF LEASED PREMISES:

a. Subject to and in accordance with the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that ground space within the Site in the size and location as shown, described and designated on Exhibits A and A-1 attached hereto as the "Lease Area" (the "Lease Area"), which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the "Leased Premises."

b. Except for those portions of the Leased Premises that are fenced with the permission of Lessor (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the "Exclusive Leased Premises"), the Leased Premises shall be demised to Lessee on a non-exclusive basis. Lessor and its invitees, permittees, agents, contractors and students expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. Lessor shall also have free and full access to the Monopole (at Lessor's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of Lessor, Lessee shall not alter, relocate or modify the lights on the Monopole.

c. Lessee acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. Lessor and Lessee acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (in both parties' sole and absolute discretion) based upon the Lessee's governmental approval process. Lessee and Lessor therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibits A and A-1. Lessee has inspected the Leased Premises and accepts the same "AS IS" and in its present condition without any representation or warranty of Lessor except any that may be expressly set forth in this Lease. If the Compound or any other component of the Base Station is to be constructed under the bleachers in the stadium at the Site, Lessor's use and operation of the stadium shall continue and Lessee's rights under this Lease are subject to Lessor's continuing use and operation of the stadium. If Lessee is replacing an existing light standard, Lessee shall construct the Monopole such that the Monopole can support the equipment currently on the Lessor's lighting fixture (the Monopole shall replace Lessor's existing light standard), as well as the equipment to be added to the Monopole by Lessee and/or the Carriers.

d. Notwithstanding the foregoing, Lessee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that Lessor holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Lessee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due

Diligence Matters”). In no event shall Lessor have any responsibility for or liability with respect to the Due Diligence Matters, all of which such liabilities are hereby waived by Lessee. Lessee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and indemnify and hold harmless Lessor against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Lessee or its agents or sublessees.

e. Until the termination or expiration hereof, title to the Monopole and the portions of the Base Station owned by Lessee shall remain with Lessee. After the termination or expiration of this Lease, title to the Monopole and/or those portions of the Base Station owned by Lessee that Lessor has required to remain on the Leased Premises shall, at the option of Lessor, vest in Lessor, and Lessee agrees to promptly execute such further assurances thereof as shall be requested by Lessor.

2. EASEMENTS SERVING LEASED PREMISES:

a. Lessor hereby grants to Lessee the easements described below in this Section 2 (such easements collectively, the “Appurtenant Easements”) as easements appurtenant to the leasehold granted to Lessee in this Lease. With the exception of Lessee’s grant of use of the Appurtenant Easements to Carriers and utility providers (including, but not limited to, Verizon Maryland, LLC and Potomac Electric Power Company, a District of Columbia and Virginia corporation and/or Baltimore Gas and Electric), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. Lessor grants Lessee a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of the Site, as shown on Exhibit B (Temporary Construction Easement) and identified as the “Temporary Construction Easement”, for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Lessee’s construction described in Section 7 provided that such term shall be extended for such period of time as Lessee may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as Lessor in its discretion may agree.

ii. Lessee shall be permitted the non-exclusive use of a variable width right-of-way, the description of which is shown on Exhibit B (Utility Easement) hereof and described as the “Utility Easement,” or such other right-of-way of similar dimensions as Lessor may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site designated on Exhibit B (Utility Easement).

iii. Lessor hereby agrees to grant to the local utility and telephone companies, on terms acceptable to Lessor in its reasonable discretion, the non-exclusive easements and rights-of-way up to fifteen feet (15’) in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Utility Easement) hereof and described as the “Utility Easement,” or such other right-of-way of similar dimensions as Lessor may designate during the term of this

Lease, and the right-of-way of Lessee provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. Lessor hereby grants Lessee a non-exclusive easement and variable width right-of-way for ingress to and egress from the Leased Premises by Lessee and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Access Easement) hereof and described as the "Access Easement", or such other right-of-way of similar width as may be designated by Lessor to provide such access to the Leased Premises and the Base Station. In the event that Lessee damages any grassed area with its service and/or construction vehicular traffic, the Lessee will promptly re-sod the disturbed areas.

b. Lessor shall have the right to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that Lessor and Lessee shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Lessor's expense.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding the foregoing, if requested by Lessor, Lessee shall execute and deliver to Lessor, in recordable form, such documents as Lessor may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Lessee shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. Lessor makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Lessee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Lessee acknowledges the absolute primacy of the Lessor's use of the Site as a public high school, and that Lessee's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below)) are subject and subordinate to Lessor's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Lessee shall avoid any adverse construction, operational or other such impact on the Site or Lessor's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Lessee will cause such entry, work or activities to be performed or undertaken at such

times, and to occur in such manner, as Lessor may require, in its reasonable discretion, to avoid any adverse impacts to the Site or Lessor's use thereof. Further, Lessee agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Lessee shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Lessee or any of Lessee's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Lessee may enter the Leased Premises without prior notice to Lessor, provided Lessee notifies Lessor of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Lessee's entry. Notwithstanding the foregoing, Lessee shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. Fingerprint Background Check: Lessee's employees, contractors or agents are responsible for securing all necessary fingerprint background checks for any employee, contractor, or agent who will work under this Agreement. In accordance with Administrative Procedure 4215, employees, contractors or agents working in a capacity where uncontrolled access is anticipated, such as those working with students in an unsupervised capacity on school grounds, off of school property, or after school, are required to be fingerprinted and complete a full background check before performing duties. **Fingerprint background checks must be conducted through BOE-PGC Fingerprint Office.**

4. **TERM:**

a. The term hereof shall be for an initial term of five (5) years, with up to five (5) 5-year extension terms, commencing on the date of the final execution and delivery hereof (the "Commencement Date"). The term hereof shall be automatically extended as of the expiration of the then current term unless Lessee provides thirty (30) days advance written notice of its intent not to so renew the term hereof. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Lessee's obtains all required governmental approvals and permits, and one (1) Carrier Sublease executed and paying full rent, this Lease may be terminated by Lessor with thirty (30) days written notice to Lessee. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period in excess of twelve (12) consecutive months, this Lease may be terminated by Lessor with thirty (30) days written notice to Lessee. In addition, Lessee or Lessor may terminate this Lease with sixty (60) days prior notice to the other Party if (i) Lessee is unable to obtain or maintain in force all necessary governmental approvals, (ii) a material change in government regulations makes it impractical, impossible, unlawful or uneconomic for Lessee to continue to operate the Facilities under this Lease, (iii) interference by or to Lessee's operation cannot, despite good faith negotiations between Lessee and Lessor in accordance with the terms hereof, be resolved, or (iv) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment, adversely to

affect Lessee's use of the Site. If this Lease is renewed, then all covenants, conditions and terms will remain the same.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Lessee shall surrender the Leased Premises to Lessor in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, Lessor shall notify Lessee of its election to (i) have Lessee dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Lessee's facilities from the Leased Premises and the Site or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If Lessor fails to make such an election within the sixty (60) day period, Lessee shall inform Lessor in writing, and Lessor shall have an additional thirty (30) days to make the election. If Lessor fails to make an election, it shall be deemed to have elected option (i). If Lessor elects or is deemed to elect option (i), Lessee shall promptly (and in any event within ninety (90) days) remove the designated facilities from the Site, at Lessee's sole cost and expense; provided, however, that Lessee shall, with Lessor's approval, be entitled to leave in place underground cables which Lessor determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If Lessor elects option (ii), title to the facilities designated by Lessor shall immediately vest in Lessor, without the necessity of further action by Lessor or Lessee. Notwithstanding the foregoing, if so requested by Lessor, Lessee shall execute such further assurances thereof as shall be requested by Lessor. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Lessee and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Lessee shall pay to the Lessor, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Gross Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Gross Revenues" shall mean all revenue actually collected by Lessee from Carriers with respect to the Site (other than any reimbursement being made to Lessee by a Carrier in connection with construction of the Base Station, connection to any utilities, or reimbursement for any site access fee provided that such reimbursement is not in lieu of or in substitution of any rent thereunder), less any real estate ad valorem taxes (which term specifically excludes personal property taxes and taxes on income derived from the Base Station) payable for such period (or the pro rata share thereof applicable to such period) by Lessee on the Leased Premises or the Base Station. All rental payments shall be made by check payable to Lessor at the _____

_____, Attention: _____, or such other address as the Lessor may from time to time provide.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under this Lease to Lessor, however denominated, shall be deemed additional rent, and Lessor shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Lessee that are not paid when due shall bear interest at the rate of ten percent (10%) per annum.

c. Lessee shall pay Lessor the Site Fee described in that certain Telecommunications Leasing Master Agreement dated February 7, 2011 (the "Master Lease"), which is equal to Twenty-Five Thousand and No/100 Dollars (\$25,000.00). One-half (1/2) of the Site Fee shall be paid to Lessor within five (5) days after the final building permit is obtained by Milestone and the other one-half (1/2) of the Site Fee shall be paid to Lessor on the date Lessee begins construction on or in the Leased Premises pursuant to Section 7. In the event Lessee fails to timely pay the Site Fee (or a portion thereof), Lessee shall, in addition to owing Lessor such amount, pay to Lessor interest on the amount thereof from the date due through the date of payment of such amount to Lessor, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Lessee's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Lessee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Lessee or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Lessee shall be responsible for the timely payment of all taxes levied upon the leasehold improvements on the Leased Premises.

c. Lessee shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good and attractive condition, and will repair any damage except that caused by Lessor, its agents or servants. Lessee shall keep the Leased Premise and the Base Station free of debris at all times. Lessee agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Lessee shall maintain the Leased Premises at all times in compliance with Lessor's rules and regulations and all governmental rules, regulations and statutes including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Lessee shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Lessee shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. Lessee shall provide Lessor with a written report setting forth in reasonable detail the condition of the Monopole, any issues noted during the inspection and any preventative maintenance undertaken. In no event shall Lessor be required to maintain or repair the Monopole, or pay or reimburse Lessee for any costs associated therewith.

f. If applicable, Lessor shall be responsible for the maintenance and repair of any lighting fixtures installed by Lessor (or by Lessee on behalf of Lessor) on the Monopole.

7. CONSTRUCTION BY LESSEE:

a. Lessee shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Lessee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred twenty-five feet (125') above ground level. Lessee will remove the discarded light standard from the Site and deliver it where directed by Lessor. Lessee shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as Lessor and Lessee shall mutually agree.

ii. Installing the utility and equipment compound with the dimensions shown and described on Exhibits A and A-1 attached hereto.

iii. At the request of Lessor at the commencement of the term of this Lease, installing a chain link or wood fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to Lessor's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by Prince George's County or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Lessee's agreement to perform or cause to be performed at its expense all of the work described above, all at Lessee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Lessee, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by Lessor as it was prior to the start of Lessee's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Lessee's promise to pay for such work shall include, without limitation, all

of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Lessee's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; re-sodding of all disturbed areas not covered with impervious surface; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to Lessor's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease.

c. Lessee shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed one (1) year from the Commencement Date, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Lessee shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by Lessor and Lessee (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as Lessor may require to avoid any material and adverse impacts on the use and operation of the Site. Lessee shall keep Lessor fully apprised of any events that might impact the Initial Construction Schedule. If Lessee fails to perform its work in accordance with the Initial Construction Schedule approved by Lessor, including any Lessor-approved revisions thereto, and if such failure threatens the safe, proper and timely conduct of school classes or other operations or uses of the Site, then Lessor shall have the right to take all measures as it may deem necessary to avoid or abate any interference with such safe, proper and timely conduct of such classes or other operations or uses. Such measures may include, without limitation, engaging additional construction personnel, stopping any construction activities occurring on the Site, removing interfering construction equipment, materials or facilities, and providing alternate or additional drives, sidewalks, parking areas or other facilities. All such measures shall be at the sole cost, expense and liability of Lessee, and any costs expended by Lessor in connection therewith including, without limitation, reasonable attorneys' fees, shall be reimbursed by Lessee to Lessor promptly after demand. Lessor shall give Lessee prior notice before commencing any such measures and to coordinate with Lessee in determining the measures that may be necessary. Lessee shall permit Lessor's designated inspector full access to all of Lessee's construction areas and shall provide such inspector access to all construction plans, drawings and other information reasonably requested.

d. The Base Station, and each component thereof constructed by Lessee, shall be constructed by Lessee in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Lessee for Lessor's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Lessee shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of Lessor and those of the Occupational Safety and Health Administration

("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of Prince George's County, Maryland. Lessee, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. Lessor agrees to cooperate reasonably with Lessee in any necessary applications or submissions required to permit construction and operation of Lessee's Base Station as described herein, provided that Lessor shall be reimbursed for all expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Lessee's permits and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or Lessor's use, operation improvement or redevelopment thereof. All of Lessee's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Lessee agrees to defend, with counsel approved by Lessor, and to indemnify and save Lessor harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from Lessor.

e. Prior to commencing any activities on the Site pursuant to this Lease, Lessee shall provide Lessor with evidence satisfactory to Lessor that Lessee and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Lessee shall, upon Lessor's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Lessee shall, prior to commencing any such construction, provide Lessor, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Lessee shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of Lessor's facilities physically altered by Lessee's work.

h. Lessee shall not make further additions or improvements to the Base Station or the Leased Premises without first obtaining Lessor's written consent, which consent shall not be withheld, conditioned or delayed unreasonably. The foregoing is not intended and shall not be construed however to prohibit or limit Lessee's ability to lease or license space on the Monopole and within the Base Station to Carriers for their use, subject to the applicable provisions of Section 18 hereof.

8. OPERATION OF BASE STATION:

a. Lessee and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes, rules, regulations, standards and requirements of all federal, state and local governmental boards, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which Lessor may publish for the site

from time to time. Lessee has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Lessee, prior to constructing the Base Station, shall have, and shall deliver to Lessor, copies of all required permits, licenses and consents to construct and operate the Base Station. In the event that the operation of the Base Station violates any of the terms or conditions of this Lease, Lessee agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Lessee shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Lessee shall provide not less than two (2) business days prior notice to Lessor which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Lessee further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage Lessor's property or materially interfere with the use of the Site by Lessor, its successors and assigns. Notwithstanding the foregoing, Lessee agrees (i) to repair any damage caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises was in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, (iii) that if Lessee's activities on the Site or the Leased Premises result in the need to restore or replace any grass areas, such areas shall be sodded, rather than seeded, and (iv) that it shall be responsible for the full and timely payment of any costs incurred in connection with the repairs described in clauses (i) through (iii) of this sentence.

c. Lessee may terminate this Lease with sixty (60) days prior notice to Lessor if (i) Lessee is unable to obtain or maintain in force all necessary governmental approvals for the construction and/or use of the Base Station and/or Monopole, (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate under the Lease, (iii) interference by or to Lessee's operation cannot, despite good faith negotiations between Lessee and Lessor in accordance with the terms hereof, be resolved, or (iv) the Site or the Monopole or Base Station is/are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment, adversely to affect Lessee's use of the Site. If, after the execution of this Lease, Lessee is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Lessee's control, this Lease may be terminated by Lessee by giving Lessor thirty (30) days' prior notice of termination, subject to Lessee's restoration obligations under Section 4b hereof.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Lessee's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and

other approvals that may be required by federal, state or local authorities for Lessee's use of the Leased Premises as set forth in this Lease. Lessee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Lessee's sole expense. Lessor will cooperate reasonably with Lessee at Lessee's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, either Lessee or Lessor shall have the right to terminate this Lease by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination, including the payment of monies, to each other except as otherwise provided herein, but Lessee shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Lessee shall defend, with counsel acceptable to Lessor, and indemnify and hold harmless, Lessor from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any breach by Lessee of any covenant of this Lease; (b) any misrepresentation by Lessee contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Lessee's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Lessee or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident in any way related to Lessee's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Lessee's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the Lessor, Lessor's board members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, students, family members and guests shall be beneficiaries of Lessee's indemnification. Lessee's indemnification shall not be applicable to the extent of any gross negligence or willful misconduct of Lessor.

11. FEASIBILITY:

Prior to the Commencement Date of this Lease, Lessee shall have access to the Leased Premises with no less than 2 business days prior notice to Lessor and at such times as Lessor agrees for the purposes of undertaking necessary tests, studies, and inspections relating to Lessee's proposed use of the Leased Premises. In the event such tests studies, and inspections indicate that Lessee is unable to utilize the Leased Premises for the purpose stated herein, then Lessee may terminate this Lease by giving Lessor ten (10) days' prior notice of termination, in which case Lessee shall restore to Lessor's reasonable satisfaction the Leased Premises and any

other portions of the Site that have been damaged, modified or altered by or on behalf of Lessee to their original condition.

12. INTERFERENCE:

Lessee agrees to install (and shall cause each Carriers to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on Lessor's property as of the date of this Lease or as may be in existence in the future (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Lessee's or any Carrier's equipment causes such interference, Lessee agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor. If the interference is not corrected within such forty-eight (48) hour period, Lessor shall have the right, or shall have the right to cause Lessee, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that Lessor reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that Lessor reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) day period, Lessor shall have the right, or shall have the right to cause Lessee to, immediately remove the interfering equipment from the Monopole. Notwithstanding the foregoing, and to the extent any Lessor approved test requires the facilitation or cooperation of Lessor, Lessor agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. DEFAULT:

a. Each of the following shall be an event of default by Lessee under this Lease:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within ten (10) days after Lessor gives written notice of non-payment (notwithstanding the foregoing, however, if Lessee fails to pay rent when due three (3) times during any twelve-month period after the first year of the Lease term, then Lessee shall not be entitled to any notice or cure period);

ii. If Lessee or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Lessee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Lessor gives written notice specifying the default;

iii. If Lessee abandons the Leased Premises for twelve (12) consecutive months any time after the Monopole is constructed; and

iv. If Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

b. In the case of any event of default, Lessor shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Lessee hereunder, such shall not provide Lessor the right to attach, utilize, distraint upon or otherwise take possession of any equipment located on the Monopole or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by Lessor hereunder.

14. **INSURANCE REQUIREMENTS:**

a. All property of the Lessee, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and Lessor shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the Lessor be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes. The Lessor shall not be liable for any personal injury to the Lessee, its employees, agents, business invitees, licensees, customers, clients, students, family members, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises.

b. During the term, Lessee will maintain a policy of commercial general liability insurance insuring the Lessor and Lessee against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect Lessor against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Lessee's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Lessee shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as Lessor may reasonably require. The limits of the insurance will not limit the liability of Lessee. If the Lessee fails to maintain the required insurance the Lessor may, but does not have to, maintain the insurance at Lessee's expense. The policy shall expressly provide that it is not subject to invalidation of the Lessor's interest by reason of any act or omission on the part of Lessee.

c. Insurance carried by Lessee will be with companies acceptable to the Lessor. The Lessee will deliver to the Lessor certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after sixty (60) days prior written notice to the Lessor. Lessee shall, at least sixty (60) days prior to the expiration of the policies, furnish Lessor with renewals or "binders" for the policies, or Lessor may order the required insurance and charge the cost to Lessee.

d. Lessee will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Lessor or Lessee. If Lessee does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Lessee shall reimburse Lessor for additional premiums directly attributable to any act, omission or operation of Lessee causing the increase in the premiums. Payment of additional premiums will not excuse Lessee from termination or removing the Increased Risk unless Lessor agrees in writing. Absent agreement, Lessee shall promptly terminate or remove the Increased Risk.

e. The Lessor shall be named as an "additional insured" on Lessee's liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Lessor may possess."

f. Notwithstanding any provisions herein to the contrary, Lessee waives all rights to recover against Lessor for any loss or damage arising from any cause covered by any insurance required to be carried by Lessee pursuant to this Section 14, or any other insurance actually carried by Lessee. Lessee will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. If an "ACCORD" Insurance Certificate form is used by the Lessee's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

h. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as Lessor may reasonably require.

15. **HAZARDOUS MATERIALS:**

a. Neither Lessee nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving Lessor's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Lessee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Lessee shall indemnify, defend with counsel acceptable to Lessor and hold Lessor harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Lessee's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not Lessor has approved Lessee's Hazardous Materials Activities. For the purposes

of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Lessee shall, prior to the Commencement Date, submit to Lessor for Lessor's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by Lessor shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, Lessor shall update such list as necessary for continued accuracy. Lessor shall also provide Lessee with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Lessee's activities violate or create a risk of violation of any legal requirements shall cease such activities immediately upon notice from Lessor. Lessor, Lessor's representatives and employees may enter the Leased Premises at any time during the term to inspect Lessee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. Lessor acknowledges that Lessee's equipment cabinets shall contain batteries for back-up power and that, provided Lessee's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Lessee will immediately notify Lessor and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Lessee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Lessor. Lessee will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. Lessor shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Lessee shall cooperate in the conduct of those audits. The audits may be conducted by Lessor or a consultant of Lessor's choosing, and if any Hazardous Materials generated, stored, transported or released by Lessee are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Lessee.

e. If Lessee fails to comply with any of the foregoing representations and covenants, Lessor may cause the removal (or other cleanup acceptable to Lessor) of any Hazardous Materials from the Leased Premises. The costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Lessee promptly after Lessor's demand and will be additional rent under this Lease. Lessee will give Lessor access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. Lessor, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Lessor represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Lessor covenants not to bring onto the Site any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of lessor and lessee.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or by nationally recognized overnight courier, and addressed to the Lessor as follows:

Board of Education of Prince George's County 13300 Old Marlboro Pike, Room I3 Upper Marlboro, MD 20772 Attn: Director, Department of Maintenance	with a copy, which will not constitute notice to: General Counsel 14201 School Lane, Room 201F Upper Marlboro, MD 20772
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and to Lessee as follows: Milestone Communications 12110 Sunset Hills Road, Suite 100 Reston, VA 20190 Attn: Leonard Forkas, Jr.	with a copy, which will not constitute notice to: Cooley LLP 11951 Freedom Drive Reston, Virginia 20190 Attn: John G. Lavoie, Esquire
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or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Lessee may assign this Lease, upon providing notice to Lessor, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Lessee; (ii) shall merge or consolidate with or into Lessee; (iii) shall succeed to all or substantially all the assets, property and business of Lessee; (iv) in which Milestone Tower Limited Partnership – III and Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Tower Limited Partnership - III and Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$100,000,000; provided that the proposed assignment is to no more than two (2) separate companies, and upon the Lessor being provided with documentation verifying such net worth of the assigned entity. In the event of such an assignment or sublease, Lessee shall provide to

Lessor at least sixty (60) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Lessee's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be requested by Lessor. Lessee may also, without Lessor's consent, sublease or license portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18c hereof. No such assignment shall relieve Lessee of liability hereunder, and Lessee and such assignee shall each be fully and primarily liable for the obligations of the "Lessee" hereunder.

b. Lessee may, without Lessor's prior consent, sublease or license space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Lessee shall be entitled to sublease or license space on the Monopole or in the Compound without Lessor's prior approval provided that (a) the Carrier Sublease shall be in a form utilized by Lessee in the ordinary course of Lessee's business, but with a rider attached thereto in the form of Exhibit D attached hereto ("Carrier Sublease Rider") which may not be altered, modified, revised, amended or otherwise changed without Lessor's prior written approval which may be withheld in Lessor's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease does not exceed the term of this Lease, (e) Lessee furnishes Lessor and its counsel with a copy of such sublease within thirty (30) days after execution thereof, and (f) Lessee submits an engineering report to Lessor definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, license or other occupancy agreement with respect to any Site shall be in form approved by Lessor, which approval may be given or withheld in Board's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases; provided, however, that Lessor agrees that, provided that Lessee has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Lessee's default hereunder, and the failure by any Mortgagee (as defined in Exhibit E attached hereto) to either succeed to Lessee's interest hereunder or to enter into a new lease with Lessor in accordance with the terms of such Exhibit E, Lessor shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by Lessor in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by Lessor, Carrier will provide to Lessor a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that Lessor shall not be liable for any act or omission of Lessee under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from Lessor, Lessor's then standard form of license or lease agreement; (vi) upon execution of such license or lease agreement, Carrier posts with Lessor a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) Lessor obtains ownership of the Monopole.

d. Lessee shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Lessee shall enforce all of the terms and provisions of any Carrier

subleases, licenses or other similar documents (each, a "Carrier Subleases"). Without limiting the generality of the foregoing, Lessee shall exercise any or all of its rights and remedies under the Carrier Subleases immediately if requested to do so by Lessor. Lessee shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Subleases. Lessor shall have no liability whatsoever under the Carrier Subleases.

e. Lessee shall have the right to finance the Monopole and Base Station on the terms and conditions as are set forth on Exhibit E attached hereto.

19. ACCESS AND INSPECTIONS:

Except where deemed to interfere with Lessor's use and operation of the site as a public school, Lessee shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by Lessee or any third party permitted to use the Base Station pursuant to this Lease. In addition, Lessee shall allow Lessor, upon prior notification to Lessee, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Lessee's use of the Base Station, for the purpose of inspecting the Leased Premises. Lessee shall at all times provide the Lessor copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Lessee shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of Lessor, Lessee will immediately notify Lessor and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to Lessor's property to its condition immediately prior to such damage, at Lessee's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which Lessor receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Subleases.

c. If at any time the Leased Premises or Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Lessee may, within thirty (30) days after such damage, give notice of its election to terminate this Lease and, subject to the further provisions of this Section 22, this Lease will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Lessee will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Lessee elects to terminate this Lease, Lessee shall be required to comply with the provisions of

Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Leased Premises is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Leased Premises unusable for its intended purpose hereunder, then, at Lessor's or Lessee's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale and Lessee, subject to mutual agreement with Lessor, wishes to maintain its operation, Lessee may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided Lessor's and Lessee's obligations under this Lease are not otherwise altered, and provided Lessee, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, Lessor shall pay Lessee the lesser of the net award made to Lessor on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Lessee's actual out-of-pocket cost of restoring the Leased Premises, and Lessor shall keep the balance of the net award. In connection with any taking subject to this Section, Lessee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Lessee was entitled to remove and moving expenses) only so long as Lessee's award does not diminish or otherwise adversely affect Lessor's award.

23. SALE OF SITE:

Any sale by Lessor of all or part of the Leased Premises to a purchaser other than Lessee shall be under and subject to this Lease and Lessee's right hereunder. Lessor shall be released from its obligations under this Lease once it transfers the security deposit (if any) to the purchaser in the event of a sale and the assignee assumes Lessor's obligations hereunder (including the recognition of Lessee's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Maryland without application of conflicts of law principles.

25. MISCELLANEOUS:

This Lease plus the Exhibits hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. Lessor and Lessee agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. LESSOR'S RIGHT TO PERFORM:

If Lessee fails to perform any obligations under this Lease, Lessor shall be entitled, but shall not be obligated, to perform any or all of such obligations and any cost of performing same shall be payable by Lessee to Lessor upon written demand as additional rent hereunder. Any amounts so incurred by Lessor and not repaid by Lessee within ten days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Lessee remains in possession of the Leased Premises after the end of this Lease, Lessee will occupy the Leased Premises as a lessee from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Lessee) that Lessee has accepted and occupied the Leased Premises;
- e. (if from Lessee) that Lessee has no claim or offset against Lessor, or, if it does, stating the date of the assignment and assignee (if known to Lessee); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either Lessor or Lessee will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Lessor during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be

valid unless in writing signed by Lessor. The delivery of Lessee's keys to Lessor will not constitute a termination of this Lease unless Lessor has entered into a written agreement to that effect. No payment by Lessee, or receipt from Lessor, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Lessor will accept the check for payment without prejudice to Lessor's right to recover the balance of the rent or to pursue any other remedy available to Lessor.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly organized and existing limited partnership under Delaware law, that Lessee is authorized to do business in the State of Maryland, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

Lessor and the person executing and delivering this Lease on Lessor's behalf each represents and warrants to Lessee that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize Lessor and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Lessee's sole recourse against Lessor, and any successor to the interest of Lessor in the Leased Premises, is to the interest of Lessor, and any successor, in the Leased Premises. Lessee will not have any right to satisfy any judgment which it may have against Lessor, or any successor, from any other assets of Lessor, or any successor, or from any of Lessor's board members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall Lessor be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Lessee's right to seek injunctive relief or specific performance.

33. RECORDATION:

Lessee may record, at Lessee's expense, a memorandum or short form hereof in the form attached hereto as Exhibit F; provided, however, that prior to Lessor's execution thereof, Lessee shall execute and deliver to Lessor two (2) original releases thereof, which Lessor shall be entitled to record when this Lease expires or is terminated.

34. CONFLICTS:


In the event of any conflict between the terms and provisions of this Lease and the Master Lease, this Lease shall control.

[Signatures contained on following page.]

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

LESSOR:

BOARD OF EDUCATION OF PRINCE
GEORGE'S COUNTY, a body corporation

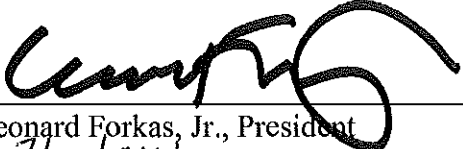
By: 
Its: _____
Date: 8/5/14

[Signatures continue on following page.]

LESSEE:

**MILESTONE TOWER LIMITED PARTNERSHIP -
III, a Delaware limited partnership**

By: **MILESTONE COMMUNICATIONS
MANAGEMENT III, INC.**, a Delaware
corporation, its general partner

By: 
Leonard Forkas, Jr., President

Date: 7/17/2014

EXHIBITS A, A-1, A-2 and B
Description of Site, Description of Leased Premises, Tower Profile and Easements

[attached]

EXHIBIT A
MILESTONE LP III - FLOWERS HIGH SCHOOL
SITE

MAP: 0052 GRID: 00E4 PARCEL: 0000
10001 ARDWICK ADMORE RD
UPPER MARLBORO, MD 20774

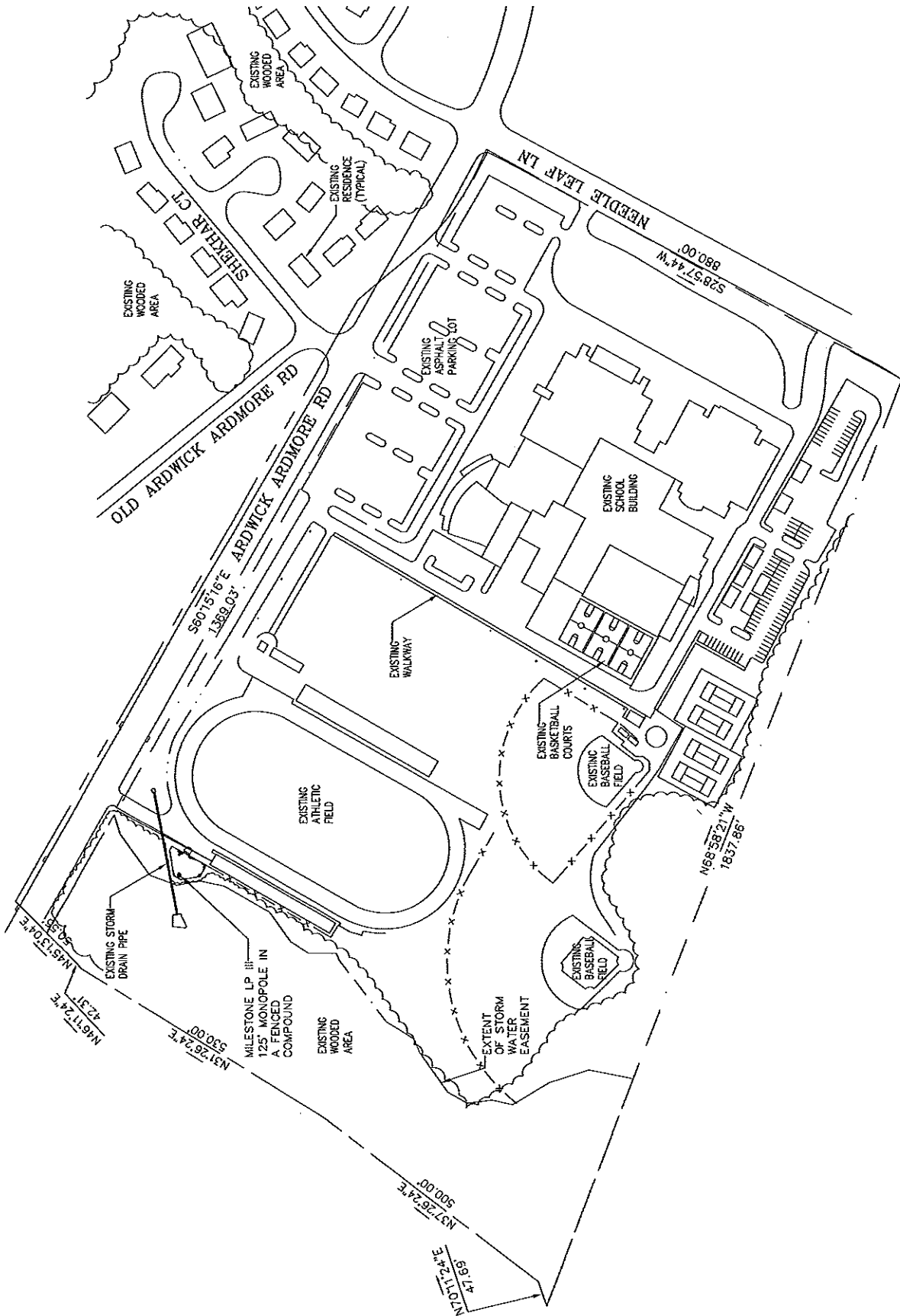
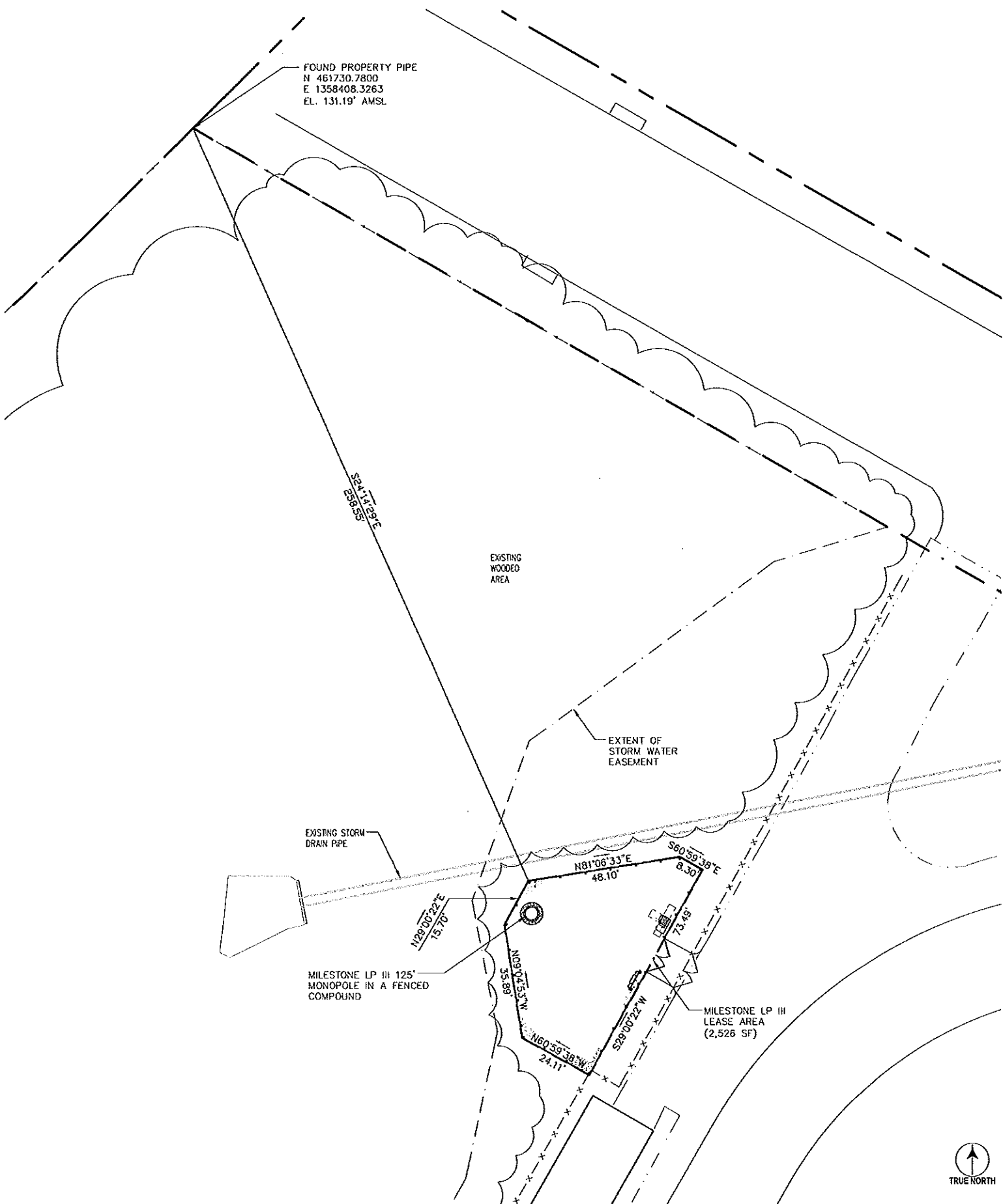


EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
PAGE 1 OF 3



FOUND PROPERTY PIPE
N 461730.7800
E 1358408.3263
EL. 131.19' AMSL

EXISTING
WOODED
AREA

EXTENT OF
STORM WATER
EASEMENT

EXISTING STORM
DRAIN PIPE

MILESTONE LP III 125'
MONOPOLE IN A FENCED
COMPOUND

MILESTONE LP III
LEASE AREA
(2,526 SF)



EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
 PAGE 2 OF 3

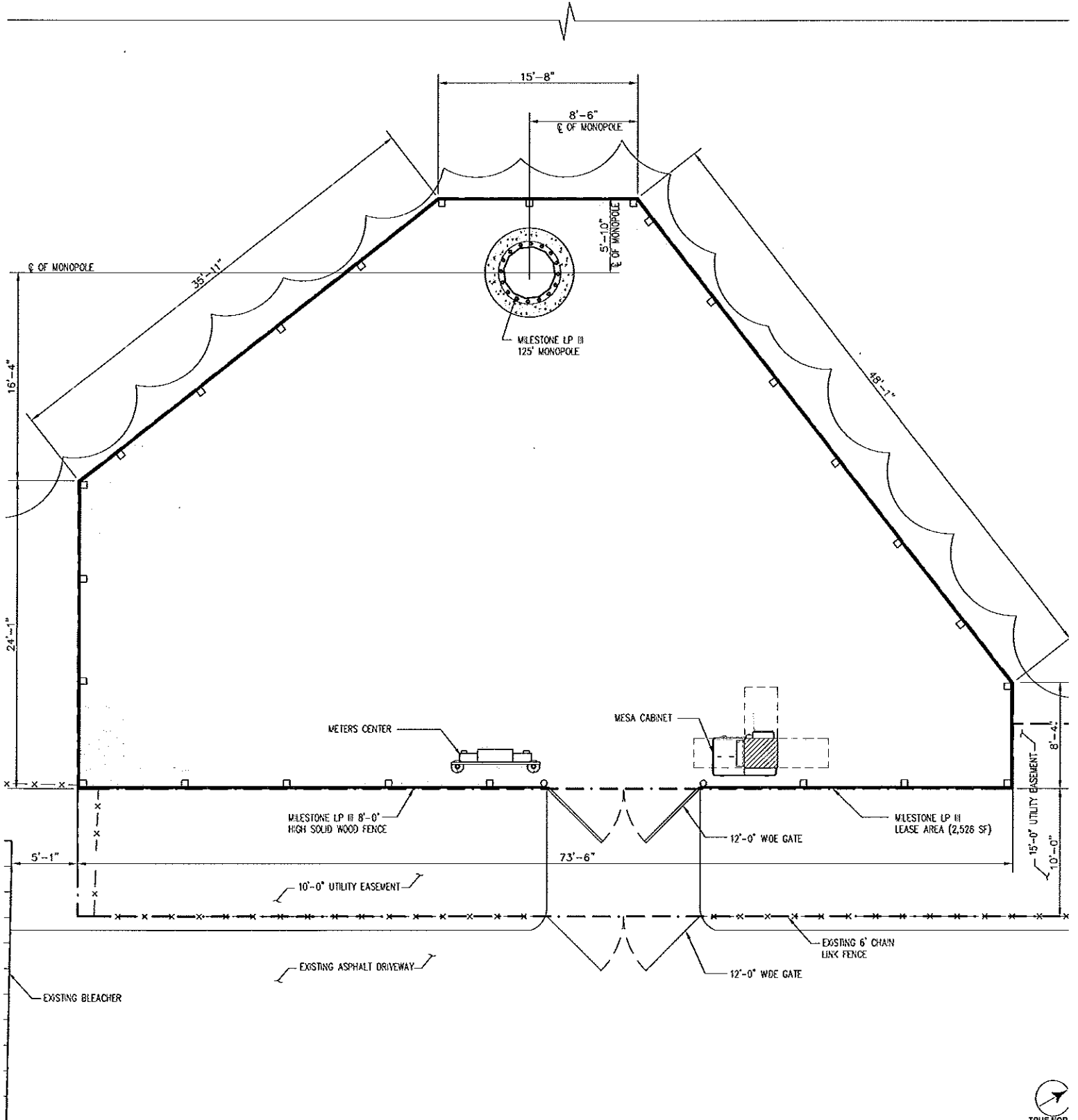


EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
PAGE 3 OF 3

LEGAL DESCRIPTION FOR LEASE AREA

BEING A PORTION OF A PARCEL OF LAND IN PRINCE GEORGE'S COUNTY IN THE STATE OF MARYLAND WITH PARCEL TM 0052 GRID 00E4 PARCEL 0000 AND ACQUIRED BY BOARD OF EDUCATION AS RECORDED IN THE LAND RECORDS OF CLERK OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY, MARYLAND, SUCH PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT BEING A NORTHWEST PROPERTY CORNER OF THE SUBJECT PARCEL AND A COMMON PROPERTY CORNER OF ADJOINING PARCELS AND SAID POINT BEING AN OPEN PIPE, SAID OPEN PIPE HAVING MARYLAND STATE PLANE ZONE COORDINATES OF NORTH 461730.7800 AND EAST 1358408.3263, THENCE DEPARTING SAID POINT SOUTH 24° 14' 29" EAST A DISTANCE OF 258.55' TO A POINT, SAID POINT BEING THE NORTHEAST CORNER AND THE TRUE POINT OF BEGINNING OF THE LEASE AREA;

THENCE NORTH 81° 06' 33" EAST A DISTANCE OF 48.10' TO A POINT;
THENCE SOUTH 60° 59' 38" EAST A DISTANCE OF 8.30' TO A POINT;
THENCE SOUTH 29° 00' 22" WEST A DISTANCE OF 73.49' TO A POINT;
THENCE NORTH 60° 59' 38" WEST A DISTANCE OF 24.11' TO A POINT;
THENCE NORTH 09° 04' 53" WEST A DISTANCE OF 35.89' TO A POINT;
THENCE NORTH 29° 00' 22" EAST A DISTANCE OF 15.70' TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LEASE AREA;

THE ABOVE DESCRIBED LEASE AREA CONTAINING 2,526 SQUARE FEET OR 0.058 ACRES MORE OR LESS IS DEDICATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL EQUIPMENT REQUIRED FOR TELECOMMUNICATIONS SERVICE AND IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD AS STILL MAY BE IN FORCE AND APPLICABLE. ALL OF THE ABOVE BEARINGS ARE NAD83 MARYLAND STATE PLANE ZONE AND THE DISTANCES ARE GROUND.

EXHIBIT A-2
MILESTONE LP III - FLOWERS HIGH SCHOOL
TOWER PROFILE

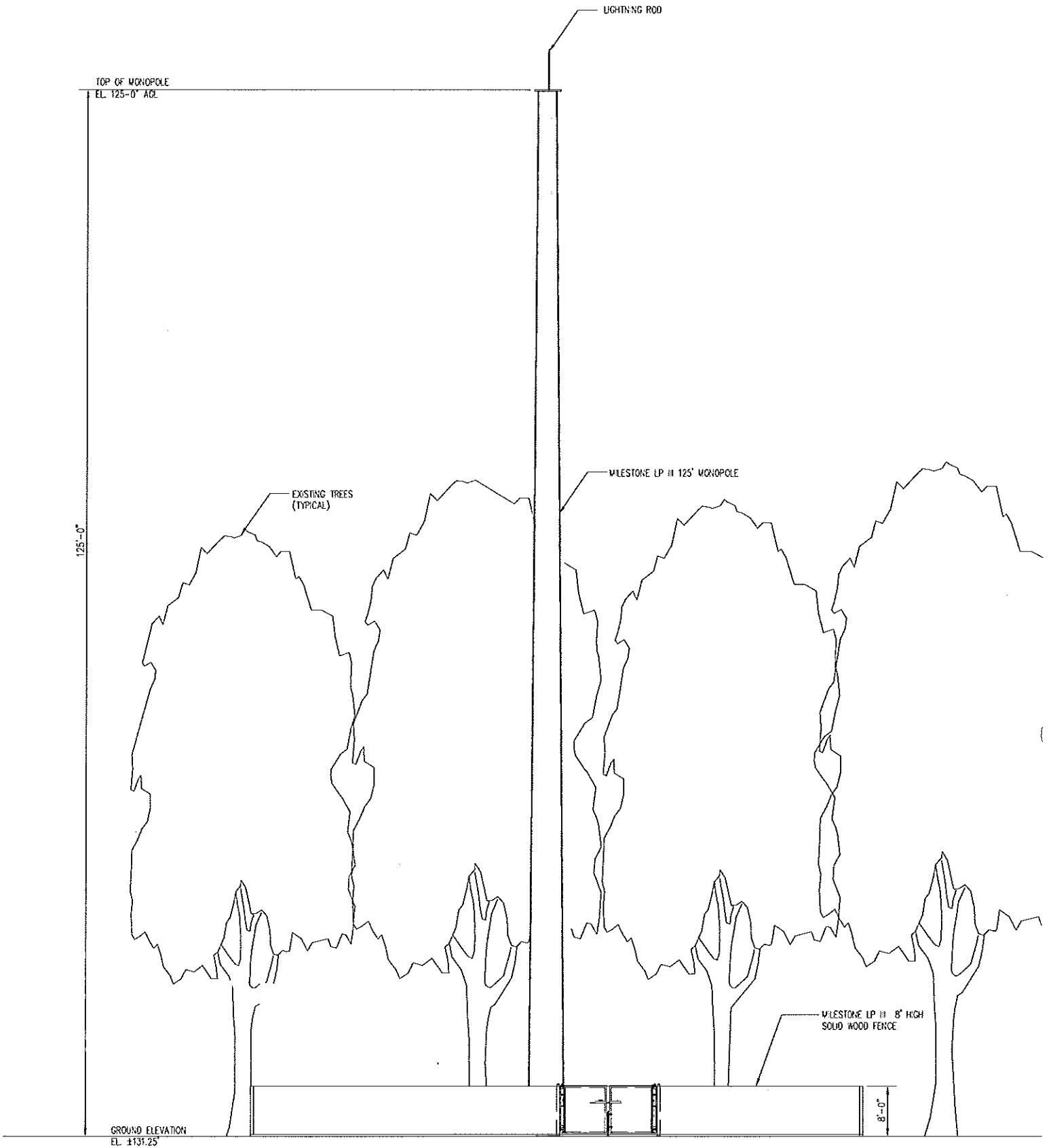


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
ACCESS EASEMENT

PAGE 1 OF 3

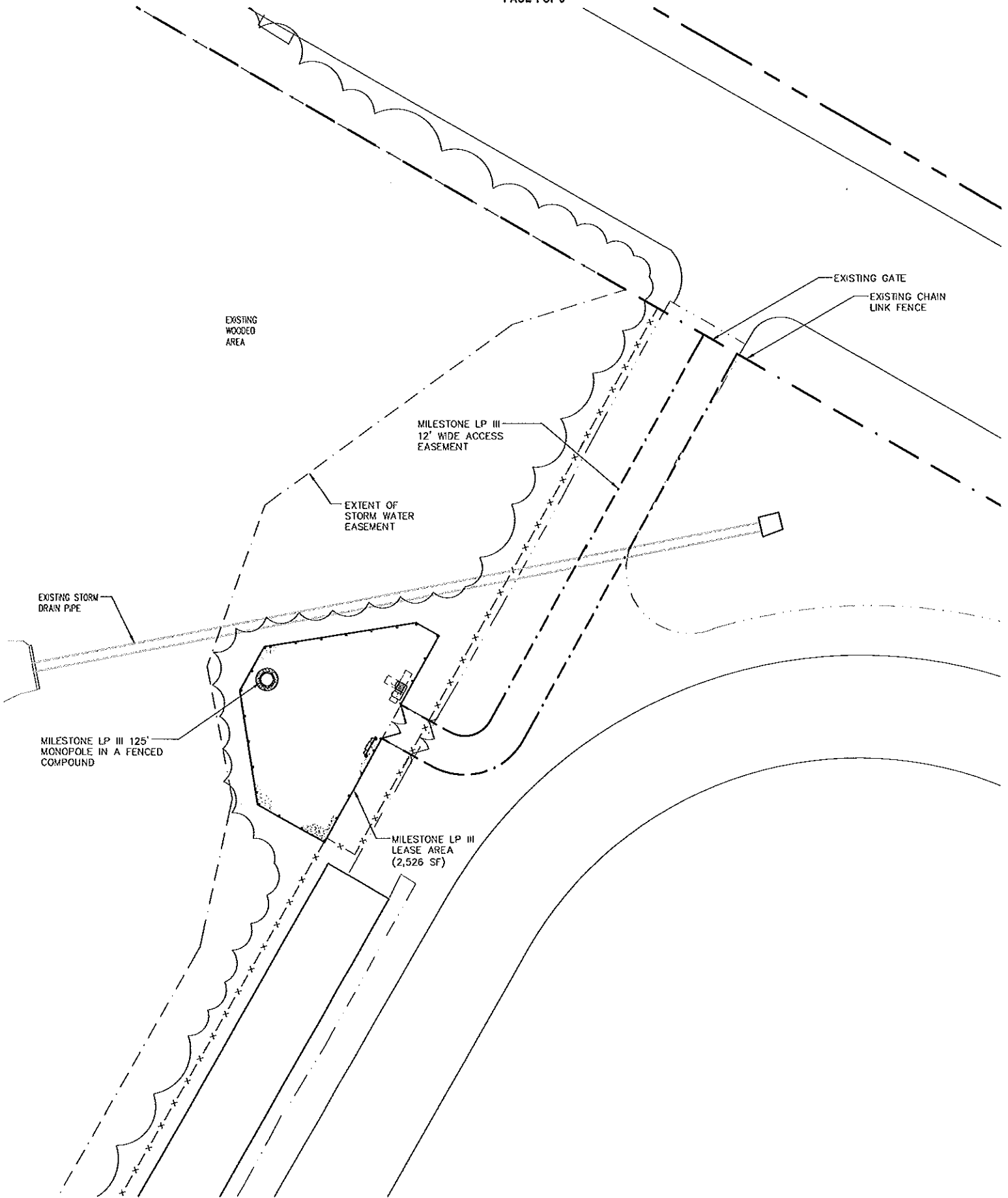


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
UTILITY EASEMENT
PAGE 2 OF 3

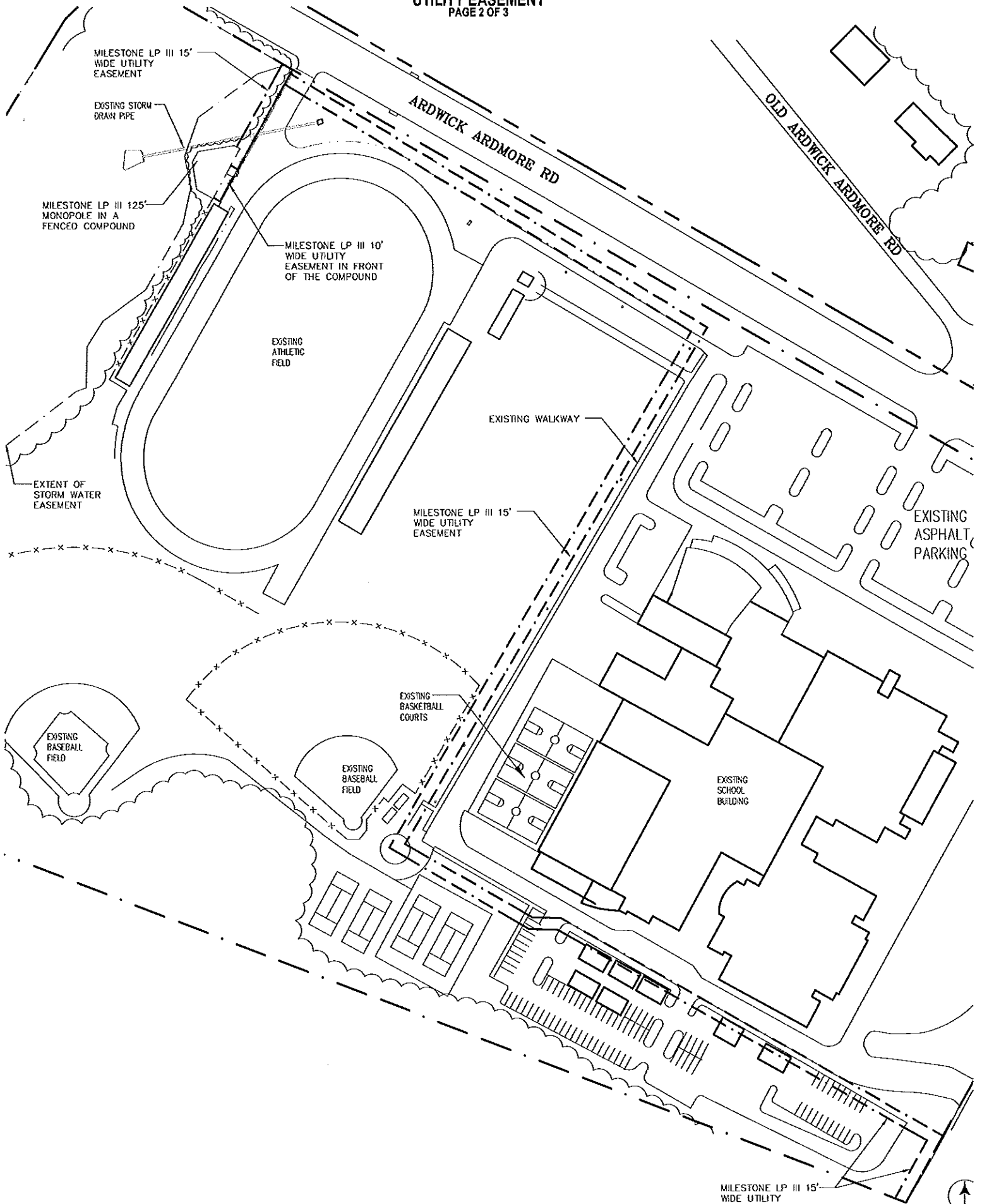


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PAGE 3 OF 3

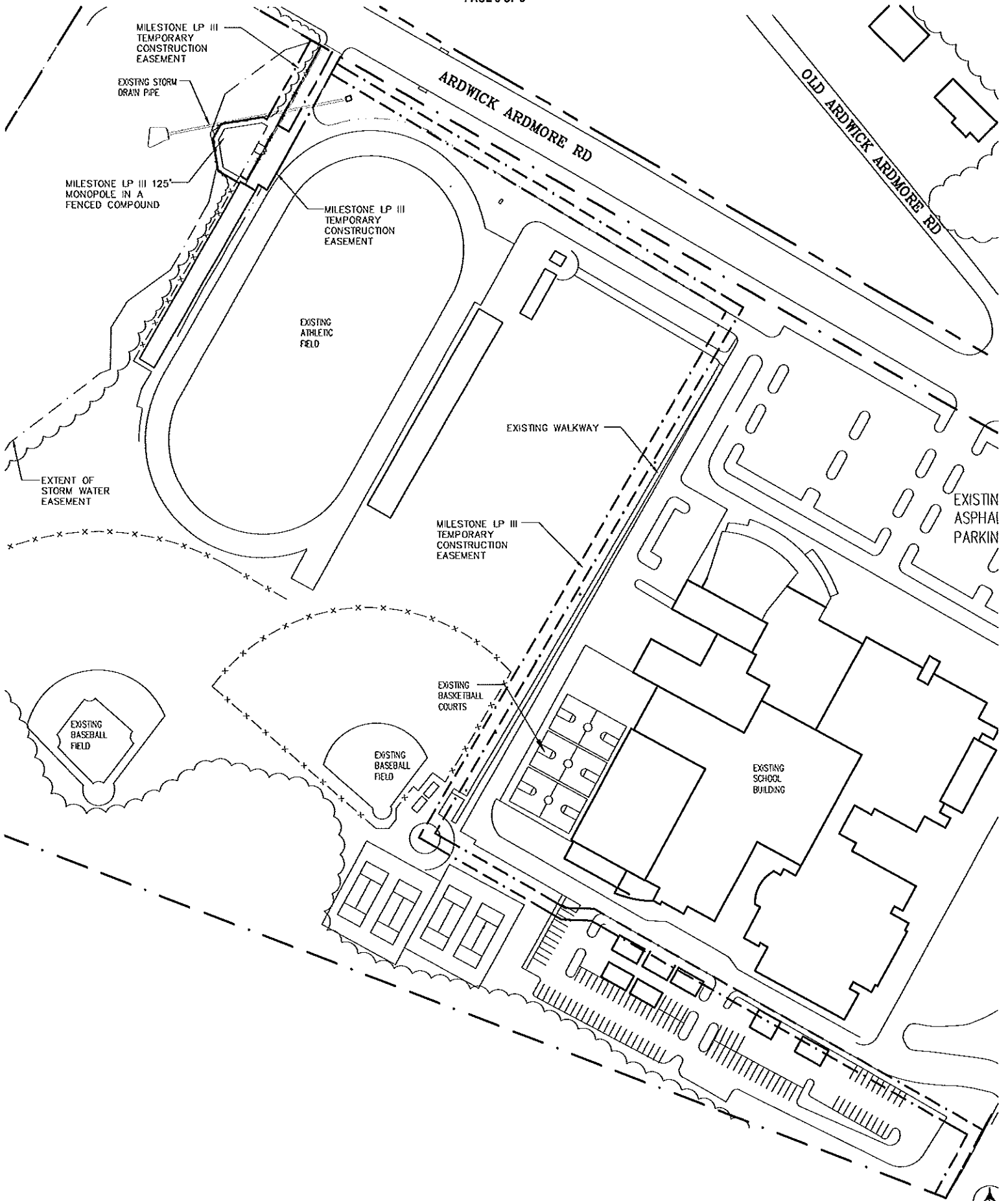


EXHIBIT C

Hazardous Materials

- Lead Acid Batteries

- Diesel Emergency Power Generators with Fuel Tank

EXHIBIT D

Carrier Sublease Rider

LEASE RIDER

THIS LEASE RIDER ("Rider") is executed simultaneously with and constitutes a substantive part of that certain Lease Agreement of even date herewith by and between MILESTONE TOWER LIMITED PARTNERSHIP - III, a Delaware limited partnership having an office at 12110 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Lessor") and [_____]
_____] ("Lessee").

RECITALS

R-1 Lessor and Lessee are simultaneously entering into a Lease Agreement (including this Rider, the "Lease") whereby Lessee shall lease from Lessor certain rights to place, on Lessor's Monopole, Lessee's telecommunications equipment, and to locate on the Site on which Lessor's Monopole is constructed (or is to be constructed after the date hereof) Lessee's ground based equipment incident thereto, all in accordance with the terms of the Lease.

R-2 Lessor has disclosed to Lessee and Lessee acknowledges that the site on which the Monopole and equipment facility is located, or is to be located (the "Site"), is not owned in fee simple by Lessor, but rather is owned by the Board of Education of Prince George's County ("BOEPGC"), and is under lease to Lessor pursuant to a Real Property Deed of Lease Agreement dated as of the ___ day of _____, 20__ (the "Site Lease") or will hereafter be under lease to Lessor under the form of site lease previously agreed upon between Lessor and BOEPGC. Capitalized terms used herein and not defined shall have the meaning give to such terms in the Site Lease.

R-3 BOEPGC has required, as a condition precedent to Lessor and Lessee entering in to the Lease, and as a condition to the effectiveness thereof, that Lessor and Lessee simultaneously enter into this Rider as a substantive and material part of the Lease.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

The foregoing Recitals are true and correct and are incorporated herein as a substantive part of this Rider and of the Lease.

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Lease.

2. Lessee has been provided, and hereby acknowledges that it has received, a copy of the Site Lease (or, in the event that the Site Lease for the Site is not, as of the date hereof, executed, Lessee has received and reviewed the form of site lease previously agreed upon between Lessor and BOEPGC). Lessee has had an opportunity to review and understand the Site Lease, and acknowledges the absolute primacy of the terms and conditions of the Site Lease over the terms and conditions of the Lease.

3. Notwithstanding any other provision of the Lease, Lessee acknowledges the absolute primacy of BOEPGC's use of the Site as a public school or administration center, as the case may be, and that Lessee's rights under the Lease are subject and subordinate to BOEPGC's use and operation of the Site. Prior to any entry upon the Leased Premises, Lessee shall provide not less than two (2) business days prior notice to Lessor and BOEPGC which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. In exercising their rights under the Lease and this Rider, Lessee will avoid any adverse construction, operational or other such impact on the Site or BOEPGC's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of the Lease, Lessee will cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as BOEPGC may require, in its sole discretion, to avoid any adverse impacts to the Site or BOEPGC's use thereof. In case of emergencies threatening life or safety or Lessee's equipment, Lessee may enter the Leased Premises without prior notice to Lessor or BOEPGC, provided Lessee notifies Lessor and BOEPGC of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Lessee's entry. Notwithstanding the foregoing, Lessee shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

4. Lessee shall defend, with counsel acceptable to BOEPGC, and indemnify and hold harmless, BOEPGC from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any breach by Lessee of any covenant of the Lease; (b) any misrepresentation by Lessee contained in the Lease and/or any breach of any warranty contained in the Lease; and (c) any occurrence, of any kind or nature, arising from (i) Lessee's construction, installation, maintenance, repair, operation, replacement or removal of Lessee's equipment in the Base Station, on the Leased Premises or on the Site, or any other activities of Lessee in the Base Station, on the Leased Premises or on the Site of any kind or nature, (ii) the condition of Lessee's equipment, the Base Station or the Leased Premises and (iii) any personal injury, death, or accident in any way related to Lessee's use, operation or maintenance of the Base Station, the Site, the Leased Premises and/or any of Lessee's equipment or antennas contained therein or on the Monopole, of any kind or nature, whether foreseeable or not. Such indemnification shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Lessee's activities

on the Site whether prior to the Commencement Date or after the termination of the Lease. In addition to BOEPGC, BOEPGC's board members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, students, family members and guests shall be beneficiaries of Lessee's indemnification.

5. The term of the Lease shall not extend beyond the term of the Site Lease and any termination of the Site Lease shall automatically effectuate a termination of the Lease, without any further action from BOEPGC.

6. During the term of the Lease, Lessee shall maintain a policy of commercial general liability insurance insuring Lessor and BOEPGC against liability arising out of the use, operation or maintenance of the Leased Premises. The insurance will be maintained for personal injury and property damage liability adequate to protect Lessor and BOEPGC against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Lessee's indemnity set forth in Section 4 of this Rider, in an amount not less than \$2,000,000 per occurrence/aggregate. During the term of the Lease, Lessee shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of Lessee's equipment and the use of the Leased Premises. The limits of the insurance will not limit the liability of the Lessee. All insurance required to be carried by Lessee shall name, in addition to Lessor, BOEPGC as an additional insured. Certificates of such insurance shall be delivered to Lessor and BOEPGC and it shall be stated on the insurance certificate that this coverage "is primary to all commercial liability coverage the Lessor or BOEPGC may possess as it relates to any of Lessee's operations."

7. Lessee shall not cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from the Leased Premises (collectively, "Hazardous Materials Activities") without first receiving written consent from Lessor, which Lessee acknowledges is contingent upon Lessee's receipt of written consent from BOEPGC, which may be withheld by BOEPGC for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Lessee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Lessor and BOEPGC shall have the right at all reasonable times, and from time to time, to conduct environmental audits of the Leased Premises and Lessee shall cooperate in the conduct of those audits. The term "Hazardous Materials" shall have the same meaning ascribed to it in the Site Lease.

8. Prior to commencing any activities on the Site, Lessee shall provide Lessor, and Lessor shall provide BOEPGC, with evidence satisfactory to Lessor and BOEPGC that Lessee and its contractors and agents who will be working on the Site are covered by insurance as required by Section 6 hereof. All of Lessee's work and facilities shall be installed free of mechanics', materialmen's and other liens and claims of any person. Lessee shall bond off or discharge any such liens or other claims within thirty (30) days after notice from Lessor or BOEPGC. In the event that Lessee damages any grassed area as a result of its activities on the Site, Lessee shall re-sod the disturbed areas, and as soon as reasonably practicable, return them to the condition existing immediately prior to the activity.

9. Lessee shall operate the Base Station in strict compliance with all applicable statutes, codes, rules, regulations, standards and requirements of all federal, state and local governmental boards, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, and with such reasonable rules and regulations governing the use of the Site as BOEPGC may adopt from time to time; provided that in all events the same shall not materially interfere with or impede the use of the Base Station by Lessee, or materially increase the cost of the use and operation thereof. In the event that the operation of the Base Station violates any of such statutes, codes, rules, regulations, standards or requirements, Lessee agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of the Lease.

10. Lessee shall allow Lessor and BOEPGC, upon prior notification to Lessee, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Lessee's use of the Base Station, for the purpose of inspecting the Leased Premises.

11. Lessee acknowledges that BOEPGC has the right, under the terms and conditions of the Site Lease, to cause Lessor to enforce all of the provisions, rights and remedies hereunder, and that BOEPGC shall not, as a result be deemed to incur any liability therefor.

12. Any notice required to be given to Lessor under the terms and conditions of the Lease shall simultaneously be delivered to BOEPGC at the address set forth on the signature page hereto or such other notice as BOEPGC shall specify from time to time.

13. Under no circumstances shall BOEPGC have any liability whatsoever to Lessee pursuant to the Lease, and Lessee hereby specifically and fully disclaims any and all right to pursue any claim or cause of action arising from this transaction against BOEPGC, whether at law, in equity or otherwise.

14. Notwithstanding anything contained herein to the contrary, Lessee represents and warrants that it has read, understands and will comply with Section 12 of the Site Lease, and each such other provision thereof, relating to interference.

15. Lessee agrees (i) to repair any damage to the Site or the Leased Premises caused by Lessee, its employees, agents, or contractors, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces, occurring as a result of Lessee's operations at the Leased Premises or on the Site, including but not limited to construction, installation, maintenance, repair, operation, replacement or removal of Lessee's equipment on the Leased Premises or the Site, and Lessee shall restore the Leased Premises and/or the Site to the condition existing immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after notice thereof, (iii) that if Lessee's activities on the Site or the Leased Premises result in the need to restore or replace any grass areas, such areas shall be sodded, rather than seeded, and (iv) that it shall be responsible for the full and timely payment of any costs incurred in connection with the repairs described in clauses (i) through (iii) of this sentence. Upon expiration of all applicable notice and cure provisions provided in the Lease, BOEPGC shall have the right, but not the obligation,

to make, or cause to be made, any repairs to the Site or the Leased Premises which Lessee has failed to make pursuant to the terms of the Lease, and Lessee shall, immediately upon demand therefor, reimburse BOEPGC for the costs incurred in connection with such repairs.

16. This Rider shall be governed by and construed in accordance with the laws of the State of Maryland, and may be executed in counterparts, all of which when taken together shall constitute one original. In the event of any conflict between this Rider and the Lease, the terms of this Rider shall control.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE OF LEASE RIDER

LESSOR:

By: _____

LESSEE:

By: _____

BOEPGC Notice Address:
13300 Old Marlboro Pike, Room 13
Upper Marlboro, MD 20772
Attn: Director, Department of Maintenance

EXHIBIT E

Mortgagee Provisions

Equipment Financing.

Lessor acknowledges that Lessee may in the future enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Monopole and Base Station and that Lessee's tenants, lessees or licensees may have entered into (or may in the future enter into) such financing arrangements for the financing of their equipment installed as part of the Base Station (collectively, the "Collateral"). In connection therewith, Lessor (i) consents to the installation of the Collateral (subject to the terms and provisions of the Lease); and (ii) disclaims any interest in the Collateral, as fixtures or otherwise.

Leasehold Financing.

Notwithstanding anything to the contrary contained in this Lease, at any time and from time to time Lessee may mortgage, pledge and encumber its interests in this Lease and in any subleases, and assign this Lease and any subleases, licenses and other occupancy and use agreements as collateral security for such mortgage(s). The making of a leasehold mortgage (or any other such assignment, pledge or encumbrance) shall not be deemed to constitute a prohibited assignment of this Lease, or of the leasehold estate hereby created, nor cause the holder of the leasehold mortgage (a "Mortgagee") to be deemed an assignee of this Lease. Such Mortgagee (or its nominee) shall be deemed an assignee of this Lease only at such time it succeeds to the Lessee's interest in this Lease by foreclosure of any leasehold mortgage, or assignment in lieu of the foreclosure, or if it exercises or attempts to exercise any rights or privileges of Lessee under the Lease. Upon such succession such Mortgagee (or nominee) shall be bound by the terms of this Lease only with respect to obligations first arising after such succession and shall be released and relieved of all further liabilities and obligations under this Lease once it assigns its interest in this Lease. Notwithstanding the foregoing, Mortgagee or such successors shall be liable for all rent due under the Lease, and for curing any breaches or defaults which continue after the Mortgagee or such successor acquire Lessee's interest in this Lease. Notwithstanding anything to the contrary continued in this Lease, any Mortgagee (or other person or entity) that succeeds to Lessee's interest in this Lease by way of foreclosure, assignment in lieu of foreclosure or the exercise of any other remedies relating to the enforcement of any leasehold mortgage may assign this Lease to any telecommunications company with assets in excess of One Hundred Million Dollars (\$100,000,000) and upon such assignment, such assignee shall be released from all further liability under this Lease; provided, however, that the provisions hereof shall become null and void upon such assignment. When used in this Lease, "mortgage" shall include whatever security instruments are used in the locality of the Premises, such as, without limitation, mortgages, deeds of trust, security deeds, and conditional deeds, as well as financing statements, security agreements, and other documentation required pursuant to the Uniform Commercial Code or successor or similar legislation.

If a Mortgagee shall send to Lessor and its counsel a true copy of the leasehold mortgage, together with written notice specifying the name and address of the Mortgagee and the pertinent recording data with respect to such leasehold mortgage, Lessor agrees that the following provisions shall apply to such mortgage so long as the leasehold mortgage has not been released by the Mortgagee:

No Modification/No Merger.

There shall be no cancellation, surrender or modification of this Lease by Lessor and Lessee without the prior consent in writing of each Mortgagee. If the leasehold interest under this Lease shall ever be held by the same person or party who then holds the reversionary interest under this Lease, no merger shall result therefrom and both the leasehold and reversionary interests shall continue.

Notice/Cure.

Lessor shall, upon serving Lessee with any notice of default or other notice provided for in this Lease, simultaneously serve a copy of such notice upon the Mortgagee and no such notice to Lessee shall be effective unless a copy of such notice is so served on the Mortgagee. Upon receipt of such notice the mortgagee shall have the same period, after and commencing upon receipt of such notice, to elect (in its sole discretion) to remedy or cause to be remedied the defaults complained of, and Lessor shall accept such performance as if the same had been done by Lessee.

Termination.

Upon any termination of this Lease, at the election of the Mortgagee, Lessor will promptly enter into a new lease of the Premises with such Mortgagee or its nominee for the remainder of the term of the Lease, effective as of the date of such termination at the rent and upon the terms, provisions, covenants, and agreements as herein contained, provided:

Such Mortgagee(s) or its nominee(s) shall make written request upon Lessor for such new lease within thirty (30) days after the date of such termination;

Such Mortgagee(s) or its nominee(s) pay to Lessor at the time of the execution and delivery of such new lease any sums that would at the time of the execution and delivery thereof be due pursuant to this Lease but for such default or termination (e.g., excluding all, if any, accelerated rent), less one-half (1/2) of the net income collected and retained by Lessor subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease; and

Upon the execution and delivery of such new lease, all subleases, licenses and other occupancy and use agreements that theretofore may have been assigned and transferred to Lessor shall thereupon be assigned and transferred by Lessor to the mortgagee or its nominee, and assumed by the Mortgagee or nominee, and such party shall indemnify and hold Lessor harmless from and against any further liability thereunder. Lessor hereby agrees that, with respect to any such sublease so assigned, Lessor will not modify or amend any of the terms or

provisions thereof, during the period between the expiration or termination of this Lease and the execution and delivery of a new lease.

Application of Certain Proceeds.

The mortgagee may reserve the right to apply to the mortgage debt all or any part of Lessee's share of the proceeds from any insurance policies or arising from a condemnation.

EXHIBIT F

Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ___ day of _____, 20__, by and between Milestone Tower Limited Partnership - III, a Delaware limited partnership (“Lessee”), and the Board of Education of Prince George’s County, a body corporate (“Lessor”).

RECITALS:

A. Lessor and Lessee are parties to a Site Lease Agreement, dated _____, 20__ (the “Lease”), pursuant to which Lessor has leased to Lessee certain real property in Prince George’s County, Maryland described in Exhibit “A” attached hereto.

B. Lessor and Lessee wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The name of the lessor under the Lease is the Board of Education of Prince George’s County.

2. The name of the lessee under the Lease is Milestone Tower Limited Partnership - III.

3. The address of Lessor, as stated in the Lease, is Board of Education of Prince George’s County, _____, Attn: _____. The address of Lessee, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.

4. The leased premises, as described in the Lease, consists of a portion of the property owned by the Lessor located at 10001 Ardwick Ardmore Road, Upper Marlboro, Maryland 20774, and known as Charles Herbert Flowers High School and as more particularly described on the attached Exhibits A and B.

5. The term of the Lease is five (5) years. The date of commencement of the term of the Lease was _____, 20__, and the date of termination of the term of the Lease is five (5) years thereafter, subject to any applicable renewal period.

6. Provided Lessee is not in default under the Lease beyond any applicable cure period, Lessee may renew the Lease for five (5) five-year renewal periods, to commence at the end of the initial term of the Lease. Accordingly, the latest date to which the term of the Lease may be extended is _____.

(Signatures continue on the following 2 pages)

**Exhibits A and B to
Memorandum of Lease**

(Legal Description)

106777306 v1

NOTE: This Memorandum of Lease was prepared outside of the State of Maryland by:

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

A portion of Property in
District 13, Tax Map 0052, Grid 00E4, Parcel 0000
(Account No. 1391390)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ___ day of _____, 2014, by and between Milestone Tower Limited Partnership - III, a Delaware limited partnership ("Lessee"), and the Board of Education of Prince George's County, a body corporate and politic ("Lessor").

RECITALS:

A. Lessor and Lessee are parties to a Real Property Deed of Lease Agreement, dated _____, 2014 (the "Lease"), pursuant to which Lessor has leased to Lessee certain real property in Prince George's County, Maryland described in Exhibits "A", "A-1", "A-2" and "B" attached hereto.

B. Lessor and Lessee wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The name of the lessor under the Lease is the Board of Education of Prince George's County, a body corporate and politic.

2. The name of the lessee under the Lease is Milestone Tower Limited Partnership - III., a Delaware limited partnership.

3. The address of Lessor, as stated in the Lease, is Board of Education of Prince George's County, 13300 Old Marlboro Pike, Room 13, Upper Marlboro, MD 20772, Attn: Director, Department of Maintenance and General Counsel. The address of Lessee, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.

4. The leased premises, as described in the Lease, consists of a portion of the property owned by the Lessor located at 10001 Ardwick Ardmore Road, Upper Marlboro, Maryland 20774, and known as Charles Herbert Flowers High School and as more particularly described on the attached Exhibits A, A-1, A-2 and B.

5. The term of the Lease is five (5) years. The date of commencement of the term of the Lease was _____, 2014, and the date of termination of the term of the Lease is five (5) years thereafter, subject to any applicable renewal period.

6. Provided Lessee is not in default under the Lease beyond any applicable cure period, Lessee may renew the Lease for five (5) five-year renewal periods, to commence at the end of the initial term of the Lease. Accordingly, the latest date to which the term of the Lease may be extended is _____.

(Signatures continue on the following 2 pages)

Exhibits A, A-1, A-2 and B to
Memorandum of Lease

(attached)

106777403 v1

**EXHIBIT A
MILESTONE LP III - FLOWERS HIGH SCHOOL
SITE**

MAP: 0052 GRID: 00E4 PARCEL: 0000
10001 ARDWICK ADMORE RD
UPPER MARLBORO, MD 20774

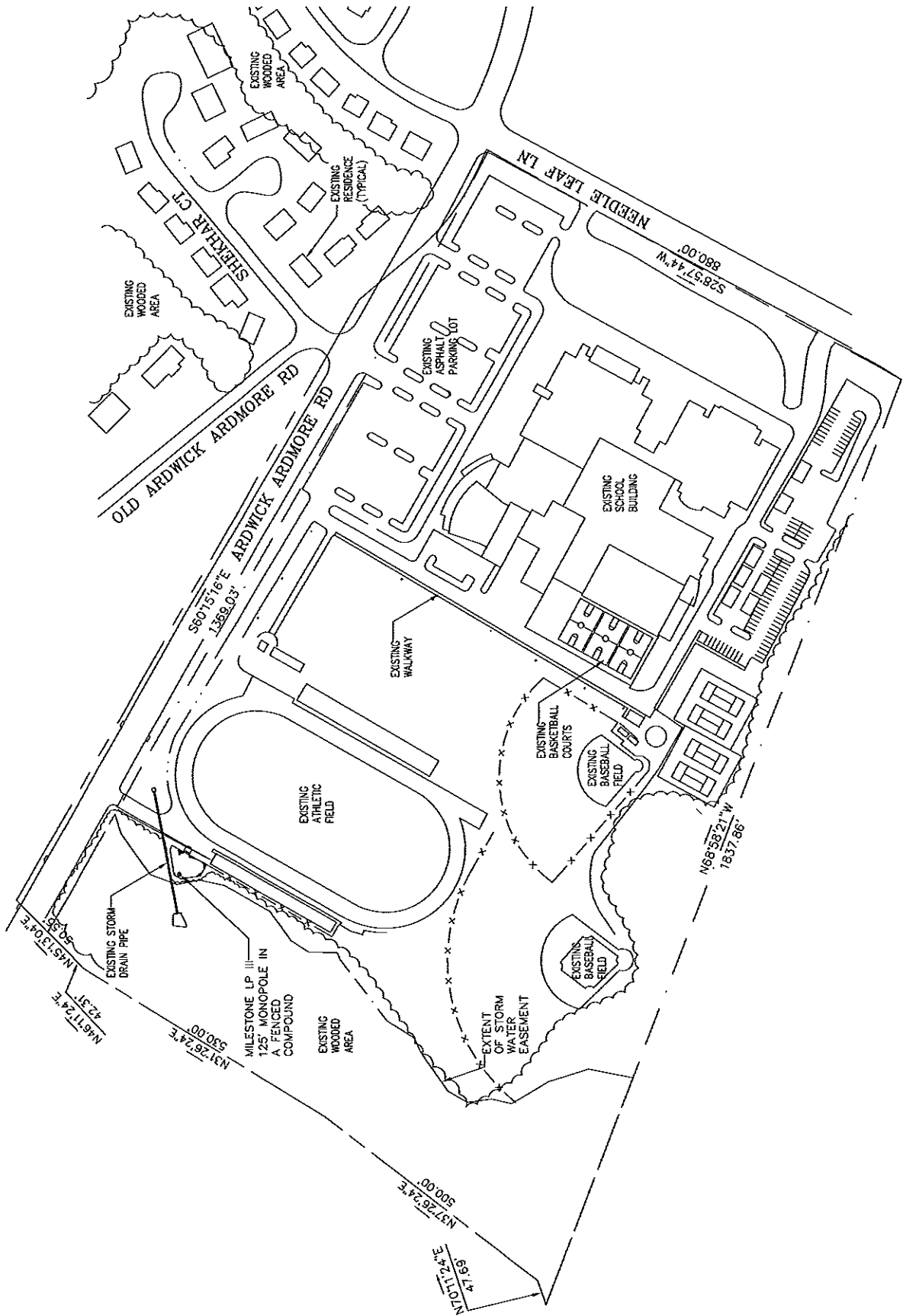


EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
PAGE 1 OF 3

FOUND PROPERTY PIPE
N 461730.7800
E 1358408.3263
EL. 131.19' AMSL

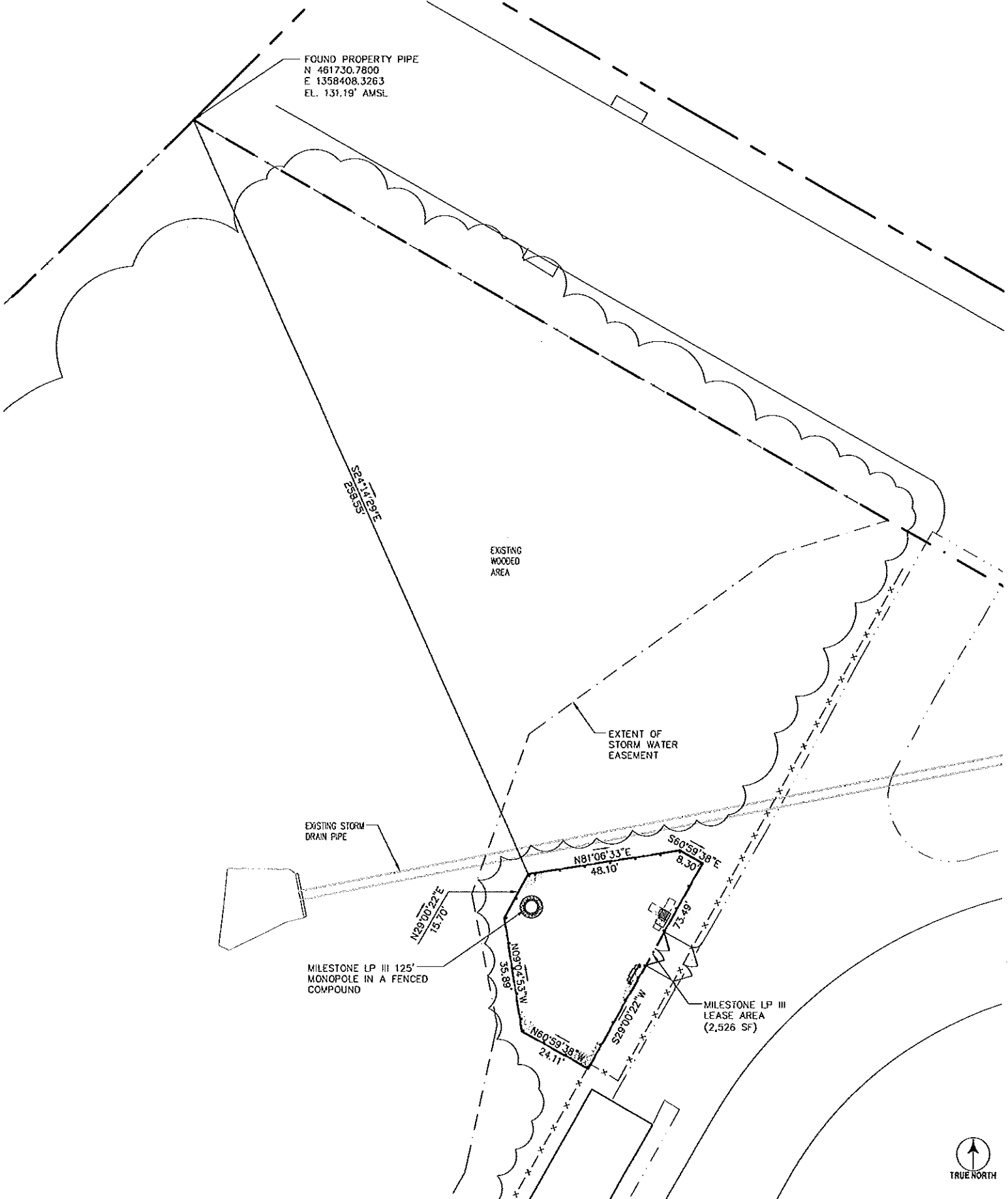


EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
 PAGE 2 OF 3

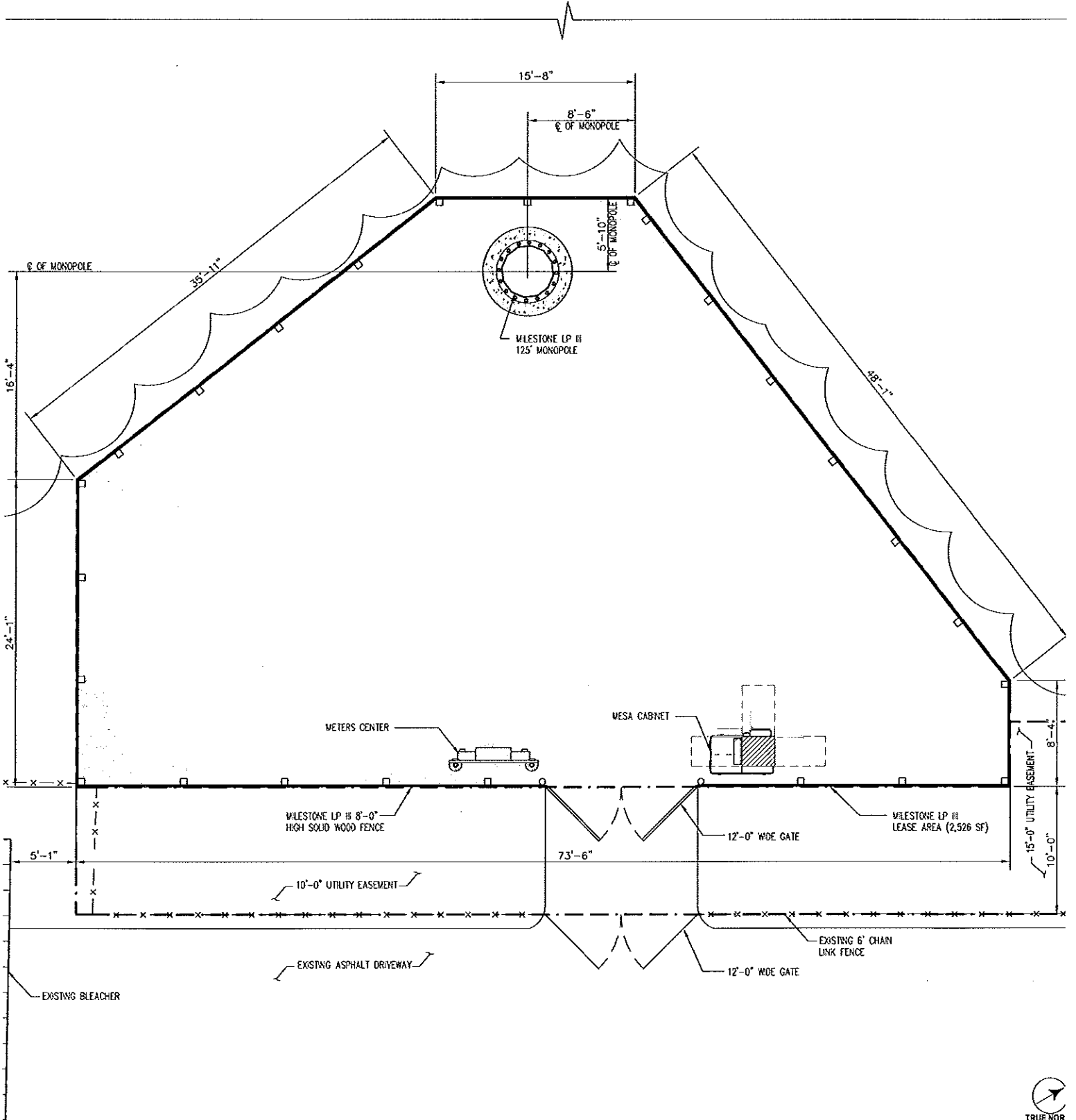


EXHIBIT A-1
MILESTONE LP III - FLOWERS HIGH SCHOOL
LEASED PREMISES
PAGE 3 OF 3

LEGAL DESCRIPTION FOR LEASE AREA

BEING A PORTION OF A PARCEL OF LAND IN PRINCE GEORGE'S COUNTY IN THE STATE OF MARYLAND WITH PARCEL TM 0052 GRID 00E4 PARCEL 0000 AND ACQUIRED BY BOARD OF EDUCATION AS RECORDED IN THE LAND RECORDS OF CLERK OF THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY, MARYLAND, SUCH PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT BEING A NORTHWEST PROPERTY CORNER OF THE SUBJECT PARCEL AND A COMMON PROPERTY CORNER OF ADJOINING PARCELS AND SAID POINT BEING AN OPEN PIPE, SAID OPEN PIPE HAVING MARYLAND STATE PLANE ZONE COORDINATES OF NORTH 461730.7800 AND EAST 1358408.3263, THENCE DEPARTING SAID POINT SOUTH 24° 14' 29" EAST A DISTANCE OF 258.55' TO A POINT, SAID POINT BEING THE NORTHEAST CORNER AND THE TRUE POINT OF BEGINNING OF THE LEASE AREA;

THENCE NORTH 81° 06' 33" EAST A DISTANCE OF 48.10' TO A POINT;
THENCE SOUTH 60° 59' 38" EAST A DISTANCE OF 8.30' TO A POINT;
THENCE SOUTH 29° 00' 22" WEST A DISTANCE OF 73.49' TO A POINT;
THENCE NORTH 60° 59' 38" WEST A DISTANCE OF 24.11' TO A POINT;
THENCE NORTH 09° 04' 53" WEST A DISTANCE OF 35.89' TO A POINT;
THENCE NORTH 29° 00' 22" EAST A DISTANCE OF 15.70' TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LEASE AREA;

THE ABOVE DESCRIBED LEASE AREA CONTAINING 2,526 SQUARE FEET OR 0.058 ACRES MORE OR LESS IS DEDICATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL EQUIPMENT REQUIRED FOR TELECOMMUNICATIONS SERVICE AND IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD AS STILL MAY BE IN FORCE AND APPLICABLE. ALL OF THE ABOVE BEARINGS ARE NAD83 MARYLAND STATE PLANE ZONE AND THE DISTANCES ARE GROUND.

EXHIBIT A-2
MILESTONE LP III - FLOWERS HIGH SCHOOL
TOWER PROFILE

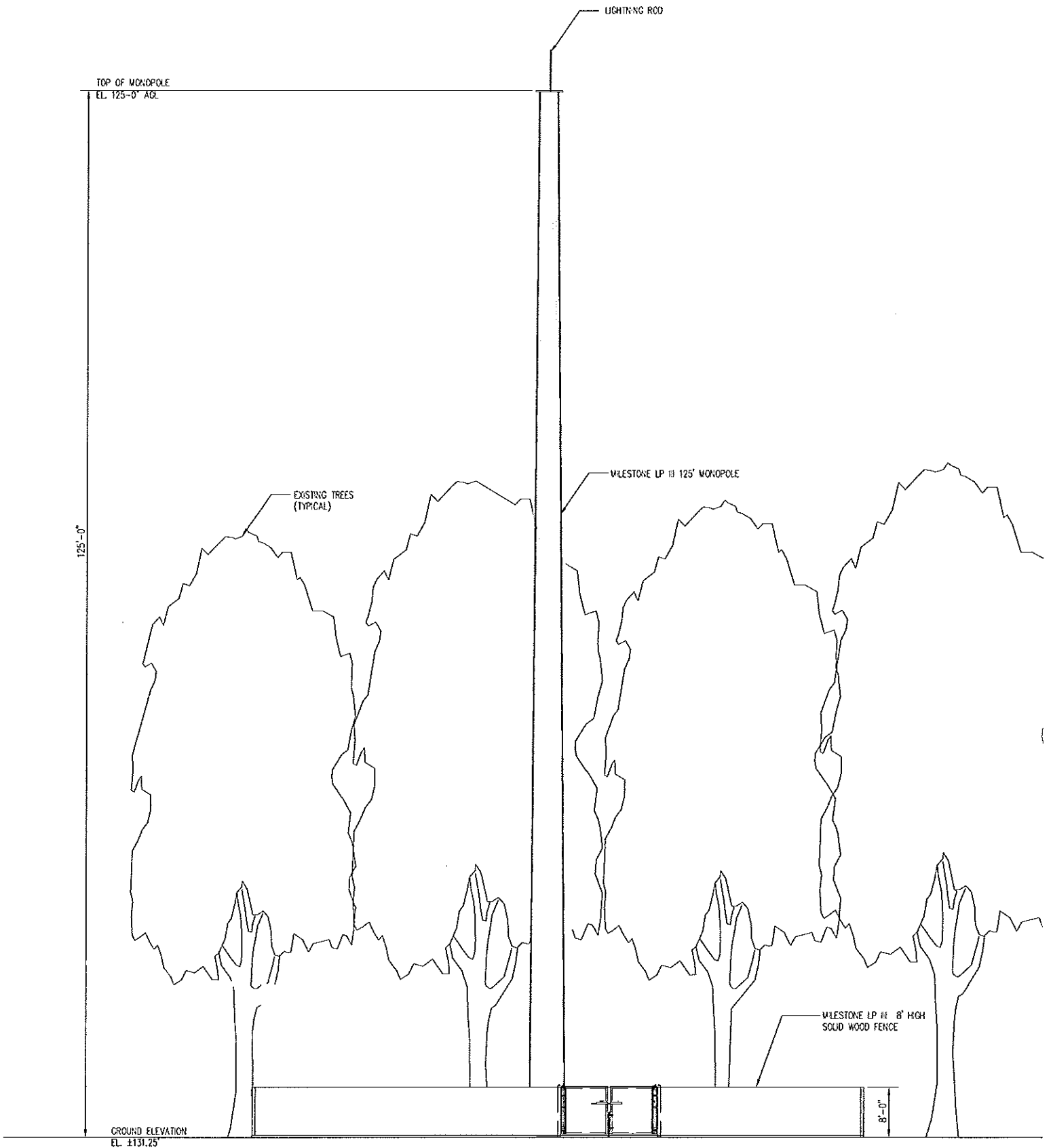


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
ACCESS EASEMENT

PAGE 1 OF 3

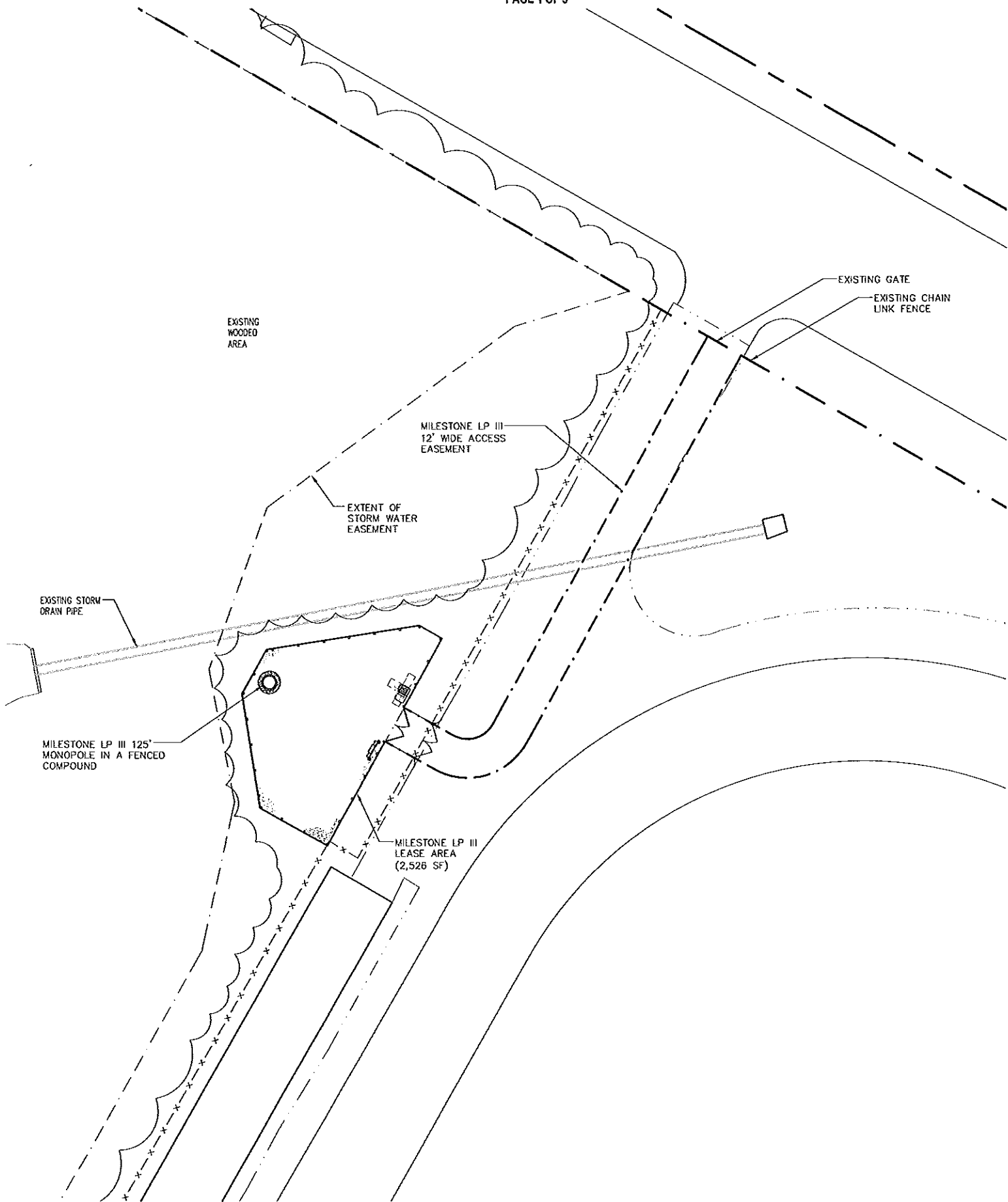


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
UTILITY EASEMENT
PAGE 2 OF 3

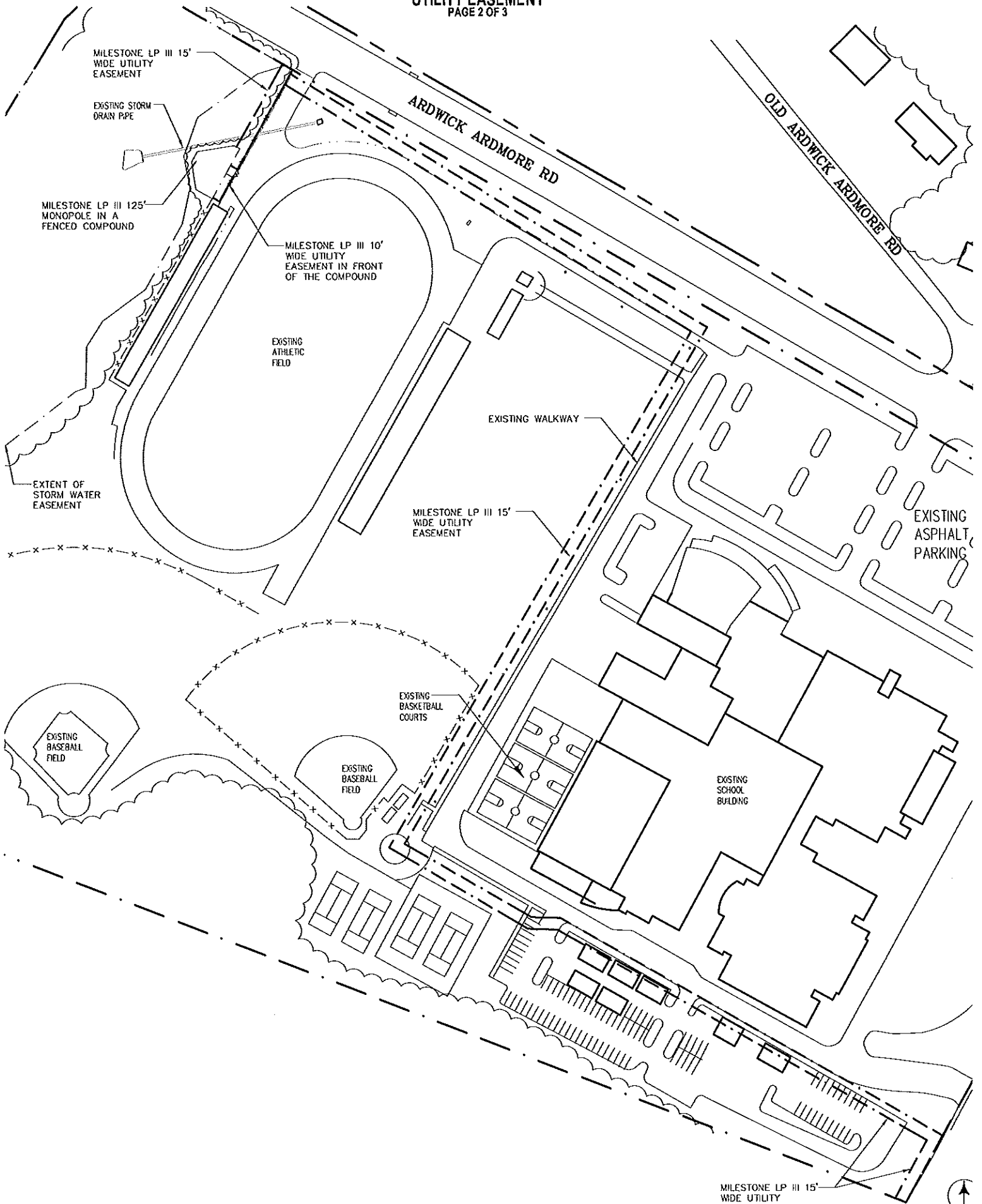


EXHIBIT B
MILESTONE LP III - FLOWERS HIGH SCHOOL
APPURTENANT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PAGE 3 OF 3

