

# Master Lease Agreement for the Use of City Property for Installation of Network Huts

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This *Master Lease Agreement for the Use of City Property for Installation of Network Huts* (“Master Lease”) is dated as of the 27<sup>th</sup> day of AUGUST, 2015 (“Effective Date”), and is between the City of San Antonio (“Landlord” or “City”) and Google Fiber Texas LLC (“Tenant”), individually referred to as a “Party” and collectively referred to as “Parties.”

WHEREAS, Landlord wishes to make available to Tenant certain City-owned properties for the installation and maintenance of certain “Network Huts” (as hereinafter defined) to be used for the purpose of deploying a fiber network throughout San Antonio to provide communications services to City residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the Parties agree as follows:



## **Section 1. Demise of Premises.**

**Section 1.01. Multiple City Sites.** Pursuant to this Master Lease, Landlord agrees to lease certain City-owned premises ("City Sites") to Tenant, and Tenant agrees to lease certain City Sites from Landlord, each subject to the terms and conditions of this Master Lease. Tenant is to have and hold the City Sites, together with all corresponding leaseholder rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them. The foregoing may include easements, rights, and privileges of Landlord, existing now or at any time during the lease Term.

**Section 1.02. Installation of Network Huts.** The City Sites subject to this Master Lease will be described in **Exhibits A-1, A-2, A-3**, etc., and shall be used by Tenant for the installation and maintenance of certain Network Huts. The term "Network Huts" means the Tenant's uninhabitable enclosed structures, including all telecommunications equipment, fiber optic equipment, cables, conduits, and related facilities enclosed therein and related thereto as further described in **Exhibit D**. The construction plans, including any plans to include generation or other power drawing facilities whether inside or outside the Network Hut itself, for the installation of Network Huts will be outlined in **Exhibits B-1, B-2, B-3**, etc. Any provisions specific to a particular City Site will be set forth in **Exhibits C-1, C-2, C-3**, etc. These exhibits will be attached to this Master Lease over time, and made a part hereto pursuant to the form of Amendment Agreement outlined in **Exhibit E** herein, as the Parties agree on the selected City Sites and Tenant takes possession of each City Site. Accordingly, **Exhibits A-1, B-1 and C-1** will correspond to City Site #1; **Exhibits A-2, B-2 and C-2** will correspond to City Site #2; **Exhibits A-3, B-3 and C-3** will correspond to City Site #3, and so on. **Exhibit D** will be the same for all City Site installations.

## **Section 2. Use of City Sites.**

**Section 2.01. Permitted Use.** Unless Landlord otherwise consents in writing, Tenant may use City Sites only for the purpose of installing, operating, and maintaining Network Huts ("Permitted Use").

**Section 2.02. Non-Permitted and Illegal Use Not Permitted.** Tenant shall not use or permit the City Sites to be used for any purpose other than the Permitted Use, nor may Tenant use or permit the City Sites to be used for any activity violating any applicable City, state, or federal law, rule, or regulation. Tenant shall not use or store, or permit to be used or stored, on the City Sites any hazardous or toxic substances or materials. Tenant is not considered to have violated this provision unless Landlord has notified Tenant in writing specifying the alleged violation and Tenant has had a reasonable time in which to cure the specified violation.

## **Section 3. Lease Term.**

**Section 3.01. Initial Term.** The Initial Term shall be for twenty (20) years beginning on the Effective Date.



**Section 3.02. Right to Extend.** This Master Lease will be subject to three (3) subsequent renewal periods, each of five (5) years, unless either Party gives not less than ninety (90) days written notice prior to the end of the then-term, that it does not wish to renew this Master Lease.

**Section 3.03. Termination.** This Master Lease shall terminate if Tenant fails either to pay any payment required under this Master Lease, or timely perform any material obligation under this Master Lease, and if such default has not been cured within three months of Tenant's receipt of written notice of default from the City, the City may terminate this Master Lease upon written notice to Tenant. Upon receipt of a notice to termination, Tenant shall promptly begin the process of removing all Network Huts.

In the event of termination in accordance with the foregoing, the Network Huts shall be removed within 180 days after the date of notice of termination, or within such longer time as the Landlord may agree. Until all of Tenant's Network Huts are removed, Tenant shall continue to comply with all of the terms of this Master Lease and perform all of its duties and obligations hereunder, including without limitation the obligation to pay the annual rent. Such payment by Tenant or acceptance by Landlord of the annual rent shall not act to cure the default that triggered the termination nor shall it reinstate this Master Lease or Tenant's lessee rights hereunder.

In addition, Tenant may terminate this Master Lease upon 60 days written notice to Landlord, in which event the Network Huts shall be removed within 180 days after the date of the notice of termination or within such longer time as the Landlord may agree. Until all of Tenant's Network Huts are removed, Tenant shall continue to comply with all of the terms of this Master Lease and perform all of its duties and obligations hereunder, including without limitation the obligation to pay the annual rent. Termination by Tenant shall not relieve Tenant from payment for the full annual rent for the year of termination or any other sum owing the Landlord.

**Section 3.04. Holdover.** If Tenant holds over and continues in possession of a City Site after the Initial Term (or any extension) expires, Tenant's occupancy will be at will, subject to all the terms of this Master Lease. However, Tenant's holding over after expiration is not a renewal of this Master Lease. Holdover rent will be assessed at one hundred and fifty percent (150%) of the then prevailing annual rent.

## **Section 4. Rent.**

**Section 4.01. Initial Rent.** The annual rent shall be based on market rates as set out in **Exhibit F** for space necessary for the installation of a Network Hut and surrounding fence at each City Site. The rent shall be subject to an annual escalation factor of three percent (3%).

**Section 4.02. Adjusted Rent.** The Landlord reserves the right, at the end of the Initial Term and any Renewal Terms, to adjust the annual rent based on prevailing market conditions, by increasing the annual rent subject to all City Sites on a non-discriminatory basis between Tenant and all other tenants of city sites. If the Parties cannot agree to the proposed increase in rent, an independent real estate appraiser will be engaged at the expense of Tenant to determine the



appropriate increase in rent. Both Parties must agree on the independent appraiser. If the rent is not adjusted at the end of the Initial Term or any Renewal Terms, the same annual rent methodology will remain in effect during the Renewal Term including the annual escalation factor of three percent (3%).

**Section 4.03. Time and Manner of Payment.** Tenant must pay rent to Landlord annually in advance of the next year on or before December 15<sup>th</sup> of each year; provided that in the first year of this Master Lease, in addition to paying the rent in advance, Tenant will pay rent to Landlord for Network Huts built between the Effective Date and October 1 2014, in arrears. Payments must be in lawful money of the United States to the address provided for receiving rent payments, unless Landlord agrees otherwise.

**Section 4.04. Interest on Delinquent Payments.** Rent installments unpaid by the due date of December 15<sup>th</sup> will bear interest at the rate of one and a half percent (1.5%) per month.

## **Section 5. Taxes.**

**Section 5.01. Payment by Tenant.** As a part of the rent due under this Master Lease, Tenant must pay and discharge all taxes, general and special assessments, and other charges of any kind, including interest, levied on or assessed against any City Site and all improvements and other personal property located therein during the Initial Term and any Renewal Terms, belonging to Tenant. Tenant must pay all the taxes, charges, and assessments directly to the public officer charged with their collection not fewer than fifteen (15) days before delinquency. Tenant must indemnify Landlord and hold it harmless from all loss, cost, liability, or expense arising from or relating to such taxes, charges, and assessments. Tenant may, in good faith at its own expense (in its own name or in that of Landlord, or both), contest taxes, charges, and assessments. But it must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

**Section 5.02. Payment by Landlord.** If taxes, special assessments, or governmental charges remain unpaid and uncontested following delinquency, Landlord may give written notice to Tenant. If Tenant continues to fail to pay the taxes, special assessments, or governmental charges, or to timely contest them in good faith within thirty (30) days of receipt of notice, Landlord may pay the items specified in the notice. Tenant must then reimburse Landlord on demand for amounts paid or expended for such purpose, with interest at eighteen percent (18%) per annum from the date of Landlord's payment until Tenant's reimbursement.

## **Section 6. Utilities.**

**Section 6.01. Utility Charges.** Tenant must pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on any City Sites throughout the Initial Term and any Renewal Terms, including any connection fees.



**Section 7. Installation and Construction by Tenant.**

**Section 7.01. General Conditions.** Tenant may install, maintain, alter, remodel, reconstruct, rebuild, replace, and remove Network Huts and any necessary related improvements on City Sites subject to the following:

- A. Tenant bears the cost of the work.
- B. Tenant keeps the City Sites free of mechanics' and materialmen's liens.
- C. Tenant notifies Landlord, before installation of Network Huts begins at any City Site and the time frame for completing installation and construction at each such City Site.
- D. Tenant has secured approval of all plans in the manner provided for later in this Master Lease and obtained all necessary permits.

**Section 7.02. Historic Preservation and other Regulations.** Tenant shall comply with the following requirements related to City Sites:

- A. **Historic Preservation Review.** The City's Office of Historic Preservation is charged with reviewing the design plans for all structure constructed or installed on City property. The design plans for all Network Huts and fencing surrounding such structures will be subject to the review of the Office of Historic Preservation in order to satisfy that the design is compatible with the historic designation of the zone or character of the neighborhood in which City Sites are located. The Tenant commits to implement design concepts, and the use of materials and camouflage, as necessary in order to achieve compliance with historic preservation review, including following the City of San Antonio Historic Design Guidelines.
- B. **Edwards Aquifer Recharge Zone.** Tenant will be required to comply with all environmental protection measures associated with installations and construction of Network Huts at any City Sites located over the Edwards Aquifer Recharge Zone.
- C. **Homeowner Association Restrictions.** Tenant acknowledges that certain City Sites may be located in neighborhoods subject to Homeowner Association restrictions, including architectural design regulations. The Tenant will be responsible for following and complying with such regulations, which Landlord has no authority to waive.
- D. **Plat Not Required.** Tenant understands that under current City of San Antonio platting regulations, it is not necessary to obtain a plat for the installation of an uninhabitable Network Hut.



**Section 7.03. Temporary Construction Easement.** The Network Huts shall be installed within one hundred eighty (180) days of the issuance of a building permit for each City Site. Tenant shall be granted a temporary construction easement, for initial construction and maintenance purposes only, to use City property within the specified construction zone as shown on the construction plans described in **Exhibit B** for each City Site.

**Section 7.04. Gated Access.** Tenant shall install a security fence not to exceed ten (10) feet in height, or such other height as provided for in applicable law, around the Network Hut at each City Site. This requirement may be waived by the City on a case-by-case basis in order to accommodate an installation at a given City Site where space is limited. The fence shall be installed at a reasonable setback to allow for emergency personnel or other reasonable access, or such other setback as provided for in applicable law, from the perimeter of the Network Hut. Tenant shall keep such gate properly locked and secured against trespassers, and shall not allow access to the City Site other than by its authorized employees and contractors.

**Section 8. Equipment Ownership, Installation and Relocation.**

**Section 8.01. Ownership of Utility Equipment and Alteration.** The Network Huts, including all equipment housed therein, installed by Tenant at City Sites pursuant to this Master Lease are, and shall continue to be, the property of the Tenant. The Network Huts shall be maintained, erected, placed, or altered in a safe, commercially and good and workmanlike manner and free from debris and litter on an ongoing basis.

**Section 8.02. Relocation of Utility Equipment.** The Landlord may require that a Network Hut be relocated from a City Site at Tenant's expense in the event the site is repurposed by the San Antonio City Council, or Landlord determines that the relocation is necessary to accommodate a *bona fide* development plan pursuant to the governmental authority of the City of San Antonio. The Landlord will use its best efforts to provide an alternative City Site for Tenant to relocate to within close proximity to the vacated City Site. Upon receipt of written notification by Landlord to Tenant that the Network Hut will be relocated within a reasonable period, but not to exceed one hundred and eighty (180) days.

**Section 9. Repairs, Maintenance, and Restoration.**

**Section 9.01. Tenant's Duty to Maintain and Repair.** Tenant must keep and maintain all Network Huts and improvements installed and constructed on City Sites in a good state of appearance and repair (except for reasonable wear and tear) at Tenant's own expense.

**Section 9.02. Damage or Destruction.** If the Network Hut or any other improvement constructed on City Sites is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Tenant must, within sixty (60) days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed structures. Tenant must pursue the repair, reconstruction, or replacement with reasonable diligence and restore the structures to substantially the condition it was in before the casualty; provided, however, that if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, fire or other casualty, or any other reason beyond



Tenant's control, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.

**Section 10. Mechanic's Liens.**

**Section 10.01 No Mechanic's Liens.** Tenant will use commercially reasonable efforts to avoid any mechanic's or other liens to be filed against the City's fee interest in any City Site or against Tenant's leasehold interest. If such a lien is recorded, Tenant must either cause it to be removed, or if Tenant in good faith wishes to contest the lien, take timely action to do so at Tenant's sole expense. If Tenant contests the lien, Tenant will reimburse Landlord for any costs incurred by Landlord in connection with such lien, and cause to be removed any such lien that is not successfully contested.

**Section 11. Condemnation.**

**Section 11.01. Parties' Interests.** If any City Site, or any part thereof, is taken by condemnation as a result of any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to condemn, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this Master Lease. Landlord will promptly notify Tenant in writing when it becomes aware of any pending or threatened condemnation of a City Site and Tenant may intervene in the condemnation action to protect its leasehold interests.

**Section 11.02. Total Taking – Termination.** If the entire City Site is taken or so transferred, this Master Lease and all of the rights, titles, and interests under it ceases, as to that City Site, on the date that title to the City Site vests in the condemning authority.

**Section 11.03. Partial Taking – Termination.** If only part of a City Site is taken or transferred, this Master Lease terminates, as to that City Site, if in Tenant's opinion, the remainder of the City Site is in such a location, or is in such form, shape, or reduced size, that the City Site is no longer functional for the Tenant. In such case, this Master Lease and all rights, title, and interest under it, as to the affected City Site, cease on the date that title vests in the condemning authority.

**Section 11.05. Condemnation Award.** That portion of the condemnation award that is attributable to Landlord's ownership interest in the City Site shall be the property of Landlord. Tenant shall be entitled to claim, prove and/or receive in the condemnation proceeding that portion of the award that is attributable to Tenant's leasehold estate, the value of Network Hut(s) taken, relocation costs, and any actual losses that the court may accept.

**Section 12. Notices.**

**Section 12.01. Required Notice.** All notices required by this Master Lease shall be in writing and sent to the following:

City

Tenant

Office of East Point and Real Estate Services

Google Fiber Texas LLC



Attn: Leasing Manager  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Phone: (210) 207-7723  
Fax: (210) 207-7888

Attn: General Counsel  
1600 Amphitheater Parkway  
Mountain View, CA 94043

Fax: (650) 618-1806

E-Mail: [chris.kurzson@sanantonio.gov](mailto:chris.kurzson@sanantonio.gov)  
With a copy to: City Attorney

**Section 12.02. Notice Effective.** All notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of first class mailing, postage prepaid, whichever is earlier.

**Section 13. Insurance**

**Section 13.01. Allocation of Claims.** Landlord disclaims any employee, agent, or invitee relationship with any person whose presence at any City Site is through Tenant. Any and all claims resulting from any obligation for which Tenant may be held liable under any workers' compensation, unemployment compensation, disability benefits, similar statutory scheme, or common law negligence is the sole obligation and responsibility of Tenant.

**Section 13.02. Required Insurance.** Tenant must provide and maintain in full force and effect with respect to all City Sites from the Commencement Date of this Master Lease and for the duration of this Master Lease and any extensions or renewals thereof, insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to Landlord, in the following types and amounts:

<b>Type:</b>	<b>Amount:</b>
1. Worker's Compensation	Statutory, with a Waiver of subrogation in favor of Landlord
2. Employer's Liability	\$500,000/\$500,000/\$500,000 with a Waiver of Subrogation in favor of Landlord
3. Commercial General Public Liability Insurance to include (but not be limited to coverage for) coverage for the following:	For Bodily Injury, Death, and Property Damage of \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage
(a) Premises/Operations	
(b) Independent Contractors	





(c) Products/Completed Operations

(d) Contractual Liability

(e) Personal Injury Liability

(f) Broad-Form Property Damage, to include Fire Legal Liability Coverage for replacement cost of Tenant's improvements

(g) Host Liquor Liability Insurance, if alcoholic beverages are served on the Premises

(f) Liquor Legal Liability Insurance, if alcoholic beverages are sold on the Premises

4. Business Automobile Liability to include coverage for: Combined Single Limit for Bodily Injury, Death, and Property Damage of \$1,000,000.00 per occurrence

(a.) Owned/Leased Automobiles

(b.) Non-owned Automobiles

(c) Hired Automobiles

5. Property Insurance for physical damage to the property of the Tenant, including improvements and betterments Coverage for replacement cost of Tenant's improvements.

**Section 13.03. Required Clauses.** Each insurance policy required by this Master Lease must contain the following clauses:

“Notice of cancellations, reduction or material modification will be delivered in accordance with policy provisions to:

(a) City Clerk, City of San Antonio  
City Hall/2nd Floor  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Risk Manager

and

(b) Office of East Point and Real Estate Services  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attention: Leasing Manager

**Section 13.04. Required Clauses.** Each insurance policy required by this Master Lease must contain the following clauses:



“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, and does not contribute with, insurance provided by this policy.”

Each insurance policy required by this Master Lease, excepting policies for Workers’ Compensation and Employer’s Liability, must contain the following clause:

“The City of San Antonio, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this Master Lease with the City of San Antonio.”

**Section 13.05. Certificates.** Within 30 days after the Commencement Date, Tenant must deliver certificates to Landlord’s Risk Manager and the City Clerk from Tenant’s insurance carrier, reflecting all required insurance coverage. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory’s company affiliation and title.

**Section 13.06. Address for Delivery.** The Notices and Certificates of Insurance must be provided to the same addresses as the notices of cancelation.

**Section 13.07. Liability Not Limited.** Nothing herein contained limits in any way Tenant’s liability for damages to persons or property resulting from Tenant’s activities or the activities, or the failure to act, of Tenant’s agents, employees, sublessees, or invitees under this Lease.

## **Section 14. Indemnification**

### **Section 14.01. Definitions.**

**Section 14.01.01. “Indemnified Losses”** mean all loss, cost, liability, or expense incurred by the Indemnitees arising from any Claim arising out of acts or omissions of Indemnitor in connection with this Master Lease and Tenant’s activities or omissions under the privileges granted to it by this Master Lease.

**Section 14.01.02. “Indemnitees”** means the City and its elected officials, officers, employees, agencies, boards, departments, utilities, agents, and other representatives, collectively, against whom a Claim has been asserted.

**Section 14.01.03. “Indemnitor”** means Tenant.

**Section 14.01.04. “Claims”** means claims, lawsuits, actions, causes of action, demands, or proceedings related to the claims specified below asserted by any third party against any Indemnitee arising out of, relating to, or otherwise in respect of any of the following: (A) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (i) proximately caused by the negligence or willful acts or omissions of the Indemnitor, its personnel, or its contractors; or (ii) resulting proximately from the



Indemnitor's failure to perform its obligations under this Master Lease; (B) Claims that any Indemnitor personnel is an employee of City, including Claims arising out of Indemnitors' failure to promptly pay any Indemnitor personnel for its services, materials, facilities, equipment or labor; and (C) Indemnitors' fraud, violation of law, wrongful misconduct or misrepresentations.

**Section 14.02. Indemnification.** Indemnitor agrees to indemnify, save, and hold harmless the Indemnitees, individually and collectively, for all Indemnified Losses resulting from Claims.

**Section 14.03. Duty of Indemnitor.** If one or more Indemnitees are finally adjudged to bear fault other than on account of an Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from such claim. Indemnitor must nevertheless defend all Indemnitees until final adjudication and all appeals have been exhausted. An Indemnitee may but need not waive appeals.

**Section 14.04. No Third-Party Beneficiaries.** There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees.

**Section 14.05. Defense of Claims.** Upon notice of a Claim, an Indemnitee shall give written notice thereof to the Indemnitor promptly, however, the failure to give such notice shall not affect the rights of the Indemnitee, except and only to the extent the Indemnitor is prejudiced by such failure, and provided Indemnitor is not aware of the Claim. Where Indemnitor is aware of a Claim, Indemnitor shall provide notice to Indemnitee and will pay to defend Indemnitee against the Claim. The Indemnitor shall have the right to employ counsel acceptable to the Indemnitee to defend against any Claim. No settlement of a Claim may seek to impose any liability or obligation upon the Indemnitee other than for money damages which will be paid by Indemnitor. If such counsel will represent both Indemnitor and Indemnitee, there may be no conflict with such counsel's representation of both, and Indemnitee must agree to the joint representation. The Indemnitee will fully cooperate with counsel in defense of any Claim and shall make available to the Indemnitor and its counsel any books or records useful for the defense of any Claim, and shall reasonably make available its personnel with respect to defense of the Claim.

**Section 14.06. Governmental Immunity.** Nothing in this Master Lease waives governmental immunity or other defenses of Indemnitees under applicable law.

## **Section 15. Assignment**

**Section 15.01. Consent Required.** Tenant may not assign or otherwise transfer this Master Lease, nor may control of Tenant be assigned or transferred to another person, without Landlord's prior written consent, except that Tenant may without consent:

- A. transfer or assign this Master Lease to an affiliate or subsidiary of Tenant. Tenant's rights and obligations hereunder shall pass to such successor only upon receipt by Landlord within 30 days of closing of such transaction, of written



- notice of such transfer or assignment, together with a written, executed document binding on such affiliate or subsidiary accepting the terms of this Master Lease and assuming all of Tenant's obligations and liabilities thereunder, and true copies of the assignment documents;
- B. transfer or assign this Master Lease to a purchaser of Tenant's communications systems that utilize City Sites, whether such transfer or assignment is structured as a merger, acquisition of stock, sale of all or substantially all assets, or otherwise. Tenant's rights and obligations hereunder shall pass to such successor only upon receipt by Landlord within 30 days of closing of such transaction, of written notice of such transfer or assignment, together with a written, executed document binding on such purchaser accepting the terms of this Master Lease and assuming all of Tenant's obligations and liabilities thereunder, and true copies of the assignment; and
- C. mortgage any or all its property, rights, privileges and franchises, or to enter into any merger, consolidation, or sale of its assets substantially in their entirety in the City of San Antonio area. In such an instance, Tenant shall provide Landlord with advance written notice of merger, consolidation or sale and, within 30 days of closing such transaction, a written, executed document binding on such successor party accepting the terms of this Master Lease and assuming all of Tenant's obligations and liabilities thereunder, and true copies of assignment documents.

## **Section 16. Default and Remedies.**

**Section 16.01. Termination of Default.** If Tenant defaults in performing any obligation arising out of this Master Lease and does not correct the default within 30 days (or such longer period as reasonably required based on the nature of the alleged breach) after receipt of written notice to Tenant and any lender, notice to whom is required by this Master Lease, Landlord may terminate this Master Lease.

**Section 16.02. Other Remedies.** Termination of this Master Lease does not relieve Tenant from paying (A) money owing to Landlord under the Master Lease at the time of termination, or (B) any claim for damages against Tenant under this Master Lease. Termination does not prevent Landlord from enforcing payment by any remedy provided for by law or from recovering from Tenant for any default. Landlord's rights, options, and remedies under this Master Lease are cumulative, and no one of them is exclusive of the other. Landlord may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any covenant or condition of this Master Lease is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Master Lease.



**Section 17. General Protective Provisions.**

**Section 17.01. Right of Entry.** Tenant must permit Landlord or its agents, representatives, or employees to enter any City Site, excluding access to Network Huts, to (A) maintain, repair, or alter a City Site; or (B) provide emergency medical assistance.

**Section 17.02.No Partnership or Joint Venture.** The relationship between Landlord and Tenant is at all times solely that of landlord and tenant, not that of partners or joint venturers.

**Section 17.03.Force Majeure.** If installation of Network Hut and related construction, curing any default (other than failure to pay rent, insurance premiums, or taxes), or performing any other obligation is delayed by war; civil commotion; act of God; fire or other casualty; or any other circumstance beyond the control of the party obligated to perform, each party so delayed is excused from performance during the delay period, but only for the period of such delay.

**Section 17.04.Termination on Bankruptcy.** Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.

**Section 17.05.Release of Landlord.** If Landlord sells or transfers all or part of a City Site and as a part of the transaction assigns its interest in this Master Lease, of the effective date of the assignment, Landlord has no further liability under this Master Lease, except with respect to matters that have accrued and are unsatisfied as of that date. Landlord's covenants and obligations under this Master Lease will bind Landlord and its successors and assigns only during their respective, successive periods of ownership of the fee interest in the City Site(s).

**Section 17.06.Joint and Several Liability.** If the Master Lease names more than one Tenant or Landlord, the obligations of all Tenants and Landlords are joint and several.

**Section 17.07. Non-discrimination.** Landlord shall make the entirety of the rights set forth in this Master Lease available to other network-based providers of Internet access and multichannel video programming services in a non-discriminatory manner, including access to Landlord's infrastructure, poles, conduits, assets and rights-of-way to the extent set forth in this Master Lease, on rates, terms and conditions that are as favorable as those Landlord provides to Tenant for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what Tenant is obligated to provide under this Master Lease.

**Section 18. Prohibited Interests in Contracts**

**Section 18.01. Prohibited Interest.** The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A. a City officer or employee;



- B. his parent, child or spouse;
- C. a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- D. a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

**Section 18.02. Tenant's Warranties.** Tenant warrants and certifies as follows:

- A. Tenant and its officers, employees and agents are neither officers nor employees of the City.
- B. Tenant has tendered to the City the Contracts Disclosure Statement in compliance with the City's Ethics Code.
- C. Tenant understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**Section 18.03. City's Reliance Is Reasonable.** Tenant acknowledges that City's reliance on the above warranties and certifications is reasonable.

**Section 19. Miscellaneous.**

**Section 19.01. Rights and Remedies Cumulative.** The rights and remedies under this Master Lease are cumulative, and either party's using any right or remedy does not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**Section 19.02. Time of Essence.** Time is of the essence under this Master Lease.

**Section 19.03. Applicable Law.** This Master Lease is entered into in San Antonio, Bexar County, State of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas' provided however that the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas.** The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.



**Section 19.04. Severability.** If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

**Section 19.05. Successors.** This Master Lease inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

**Section 19.06. Integration. This Written Master Lease Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

**Section 19.07. Modification.** This Master Lease may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

**Section 19.09. No Third Party Beneficiaries.** This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third party beneficiaries.

**Section 19.09. Captions.** Paragraph captions in this Master Lease are for ease of reference only and do not affect the interpretation hereof.

**Section 19.10. Counterparts.** This Master Lease may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

**Section 19.11. Further Assurances.** The parties shall execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this Master Lease.

**Section 20. Public Information.**

**Section 20.01. Public Disclosure.** Tenant acknowledges that this instrument, including all exhibits, is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.



IN WITNESS WHEREOF, each party has caused this Master Agreement to be executed by its duly authorized representatives.

City of San Antonio, a Texas municipal corporation

Google Fiber Texas, LLC

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_ 2015.08.27

Printed Name: HUGH MILLER

Printed Name: \_\_\_\_\_ 09:22:18

Title: CTO

Title: \_\_\_\_\_ -07'00'

Date: 08/25/2015

Date: \_\_\_\_\_

Attest:

[Handwritten Signature]  
City Clerk



Approved as to Form:

[Handwritten Signature]  
City Attorney





Exhibit A-1

PREMISE DESCRIPTION

LOT 2, NEW CITY BLOCK 11491, SCIENCE PARK UNIT 7, AS SHOWN ON PLAT OF RECORD IN VOLUME 7300, PAGE 225, PLAT RECORDS OF BEXAR COUNTY, TEXAS.

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS.

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S89°57'10"E, 42.00 FEET; THENCE S00°02'50"W, 32.00 FEET; THENCE N89°57'10"W, 50.00 FEET; THENCE N00°02'50"E, 32.00 FEET; THENCE S89°57'10"E, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE THEREOF, S89°57'10"E, 146.86 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, S00°02'50"E, 15.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N00°02'50"E, 15.00 FEET TO THE END OF SAID STRIP.



**Exhibit B-1**

(Page intentionally left blank. Construction plans begin on the next page)



 THE CHARTERED TELEPHONE COMPANY A DIVISION OF VERIZON COMMUNICATIONS INC.	 BYERS ENGINEERING & CONSTRUCTION 4200 W. 10TH STREET, SUITE 100 DENVER, CO 80202 PHONE: 303.733.1100 FAX: 303.733.1101	PROJECT NO. 110 DRAWING NO. A DATE: 11/15/11 SCALE: AS SHOWN CLASS: EXHIBIT	<table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>11/15/11</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> </table>	NO.	DATE	DESCRIPTION	1	11/15/11	ISSUED FOR PERMITS	2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18			19			20			HUT ID: 110 3500 HEMPHILL DR. SAN ANTONIO, TX 78208 BEXAR COUNTY	LEASE EXHIBIT <b>LE-1</b>
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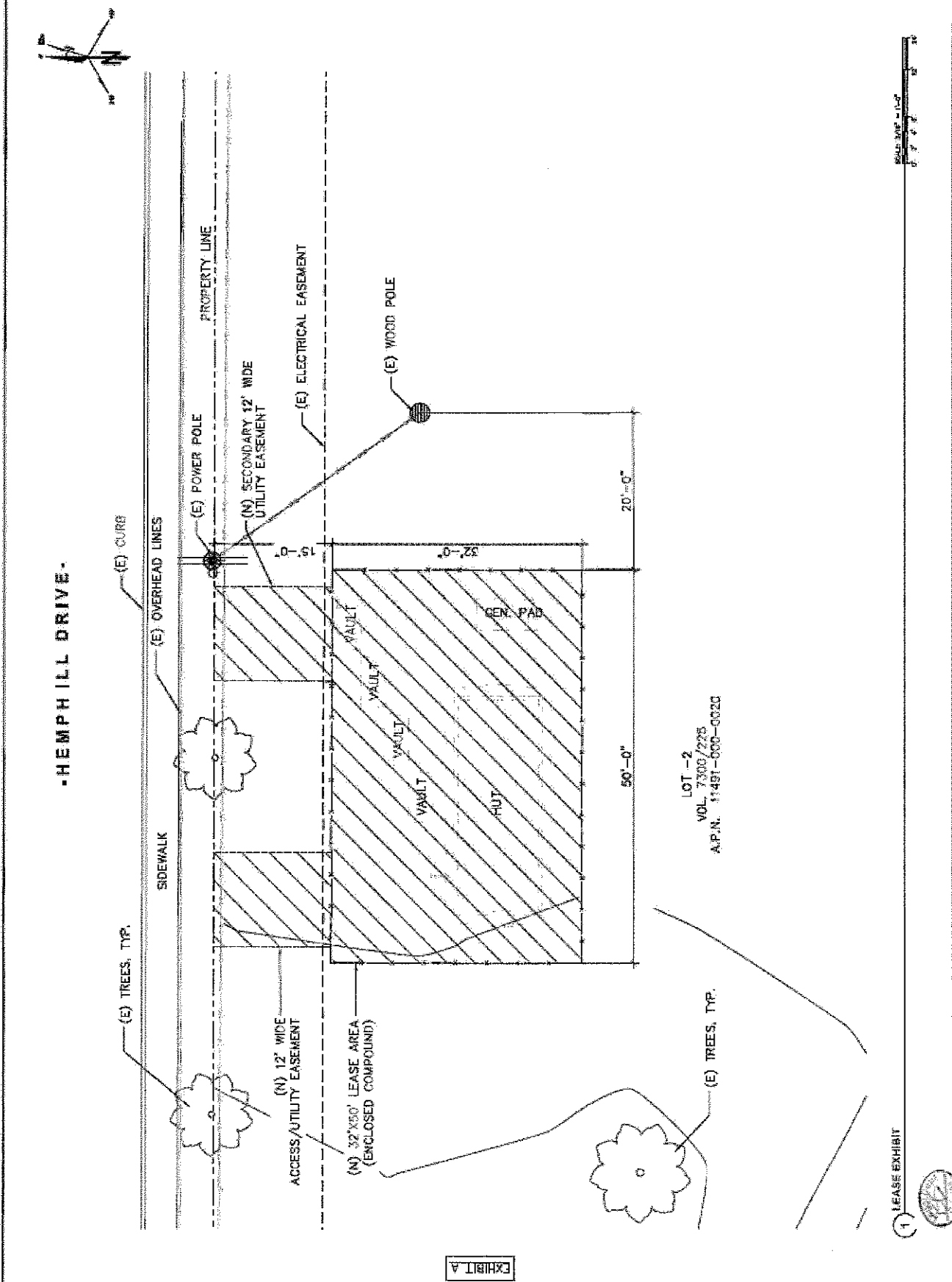


EXHIBIT A

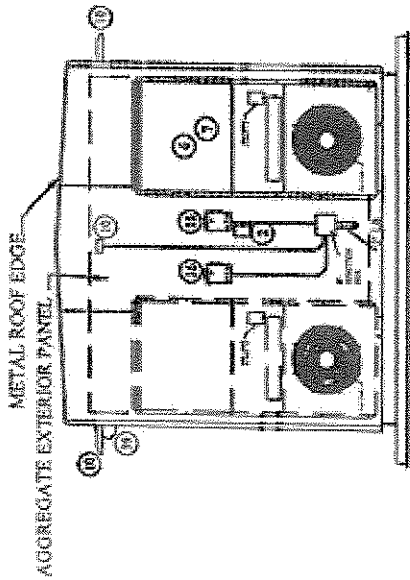
**Exhibit C-1**

1. Site specific provisions for hut site at 800 Hemphill Dr (Garza Park )
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.
  - c. City will designate a reserved parking spot near the Network Hut Site to be used for Tenant service technician parking.

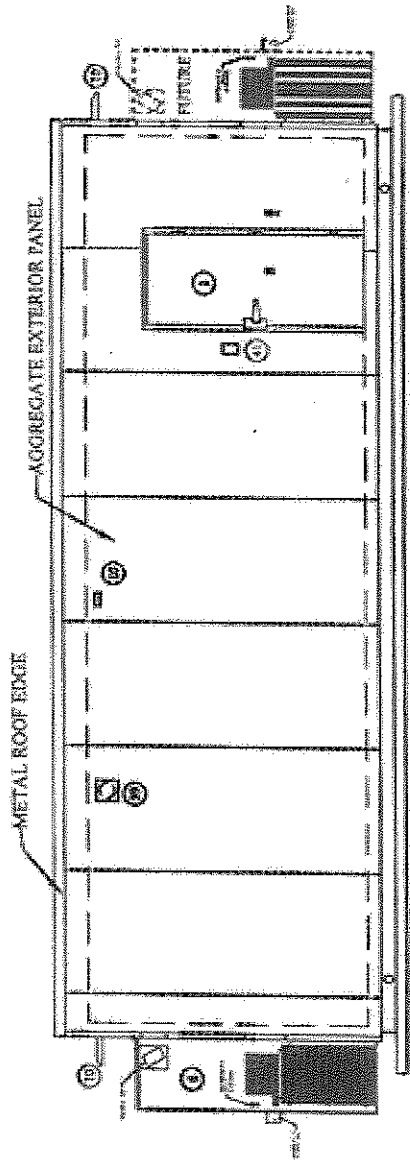


Exhibit D-1

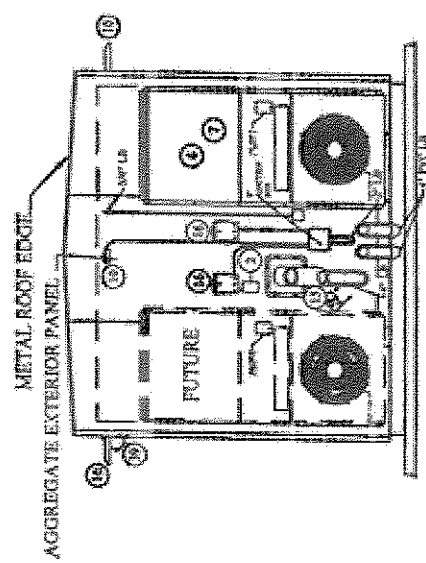
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



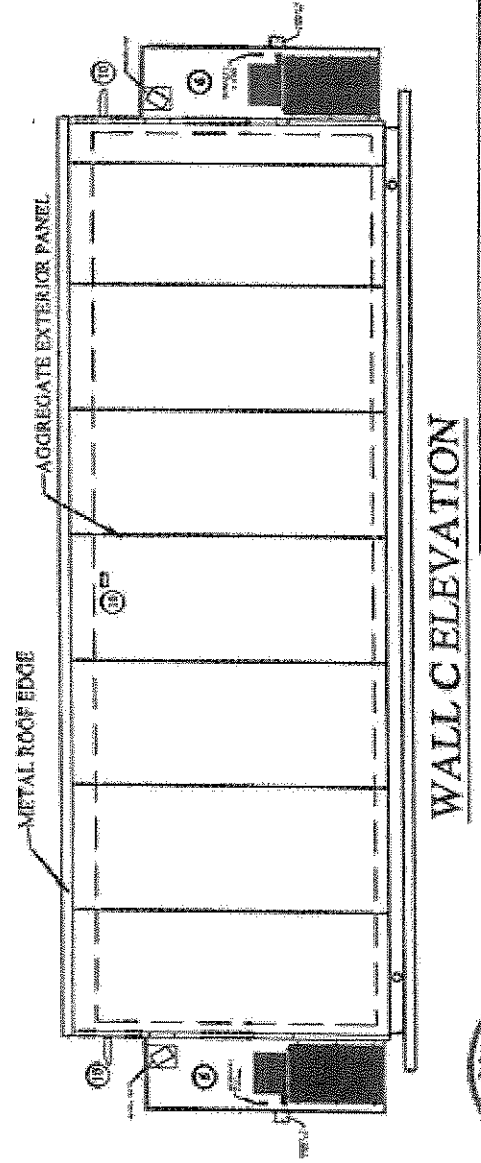
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION





**Exhibit A-2**

PREMISE DESCRIPTION

LOT 28, BLOCK 6, NEW CITY BLOCK 6045, FRANK GARRETT CENTER & WEST END PARK, A SUBDIVISION IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE AMENDING PLAT THEREOF RECORDED IN VOLUME 9601, PAGE 157, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



**Exhibit A-2**

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N84°17'11"W, 6.00 FEET; THENCE N05°42'49"E, 44.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N05°42'49"E, 6.00 FEET; THENCE S84°17'11"E, 32.00 FEET; THENCE S05°42'49"W, 50.00 FEET; THENCE N84°17'11"W, 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF LOMBRANO STREET AND EIGHTEEN STREET; THENCE S 05° 42' 49"W, 194.50 FEET ALONG THE CENTERLINE OF EIGHTEENTH STREET; THENCE LEAVING SAID CENTERLINE, S 84° 17' 11" W, 27.80 FEET TO THE POINT OF BEGINNING AND THE WESTERLY LINE OF LOT 28 OF SAID MAP; THENCE S 84° 17' 11" W, 10.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; THENCE N 05° 42' 49" E, 7.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N84°17'11"W, 14.00 FEET TO THE WESTERLY LINE OF SAID LOT 28 AND TO THE END OF SAID STRIP.





**Exhibit B-2**

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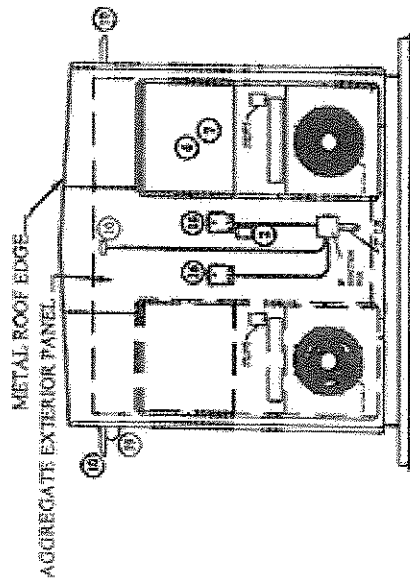
**Exhibit C-2**

1. Site specific provisions for hut site at 1401 N Hamilton (West End Park)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.
  - c. When installing the Network Hut, Tenant will use commercially reasonable efforts to use construction base materials that approximate the existing construction base materials (i.e. decomposed granite) located at the Network Hut Site.

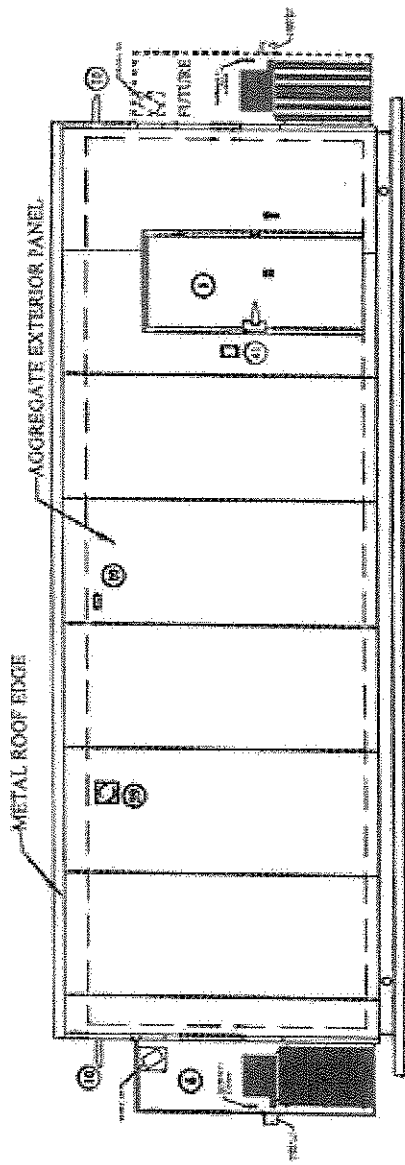


Exhibit D-2

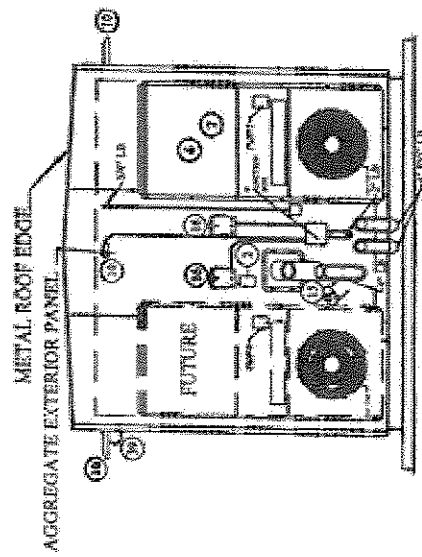
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



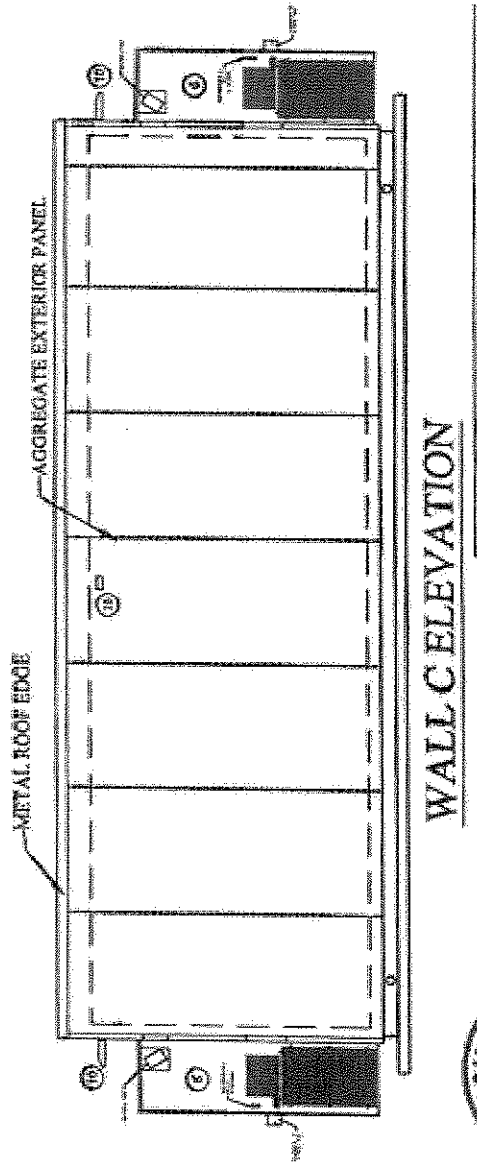
WALL B ELEVATION



WALL A ELEVATION

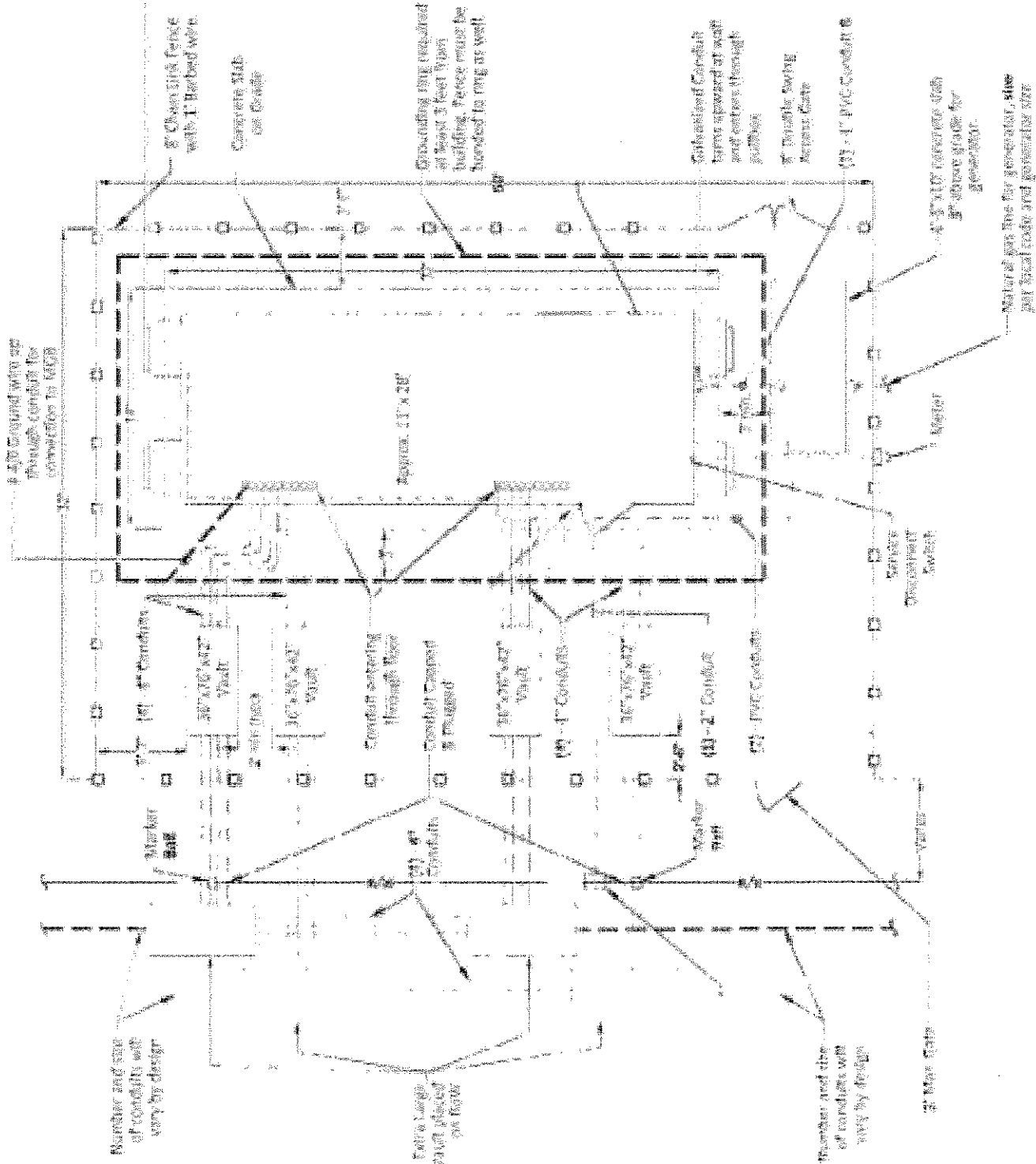


WALL D ELEVATION



WALL C ELEVATION





4\"/>

Number and size of conduits will vary by design

Each large conduit placed on floor

Number and size of conduits will vary by design

8\"/>

CONCRETE SLAB OR GRADE

Grounding ring required at least 3 feet from building. Fence must be bonded to ring as well.

Conduits of Conduit have upward at wall and enter through ceiling

4\"/>

(3) - 1\"/>

4\"/>

Material for use for mounting, size per manufacturer and mounting size



Exhibit A-3

PREMISE DESCRIPTION

TRACT I:

A 1.377 ACRE (60,000 SQUARE FEET) TRACT OF LAND OUT OF THE B.B.B. & C.R.R. SURVEY NO. 389, ABSTRACT 96, COUNTY BLOCK 4417, BEXAR COUNTY, TEXAS, NOW IN BLOCK 4, NEW CITY BLOCK 17673 AS RECORDED IN VOLUME 9551, PAGE 126, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, THE SAID 1. 377 ACRE TRACT OF LAND BEING A PORTION OF A 403.5% ACRE TRACT OF LAND (TRACT "B") DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 5191, PAGES 963-1005 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: AT A FOUND 1/2 " IRON ROD AT THE NORTH-CURVE RETURN FOR THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD (86-FOOT RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WESTOVER HILLS BOULEVARD (110-FOOT RIGHT-OF-WAY) ACCORDING TO THE SUBDIVISION PLAT THEREOF, (WESTOVER HILLS, UNIT-18; PLAT NO. 960297) WHICH WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO ON AUGUST 28, 1996, SAID POINT BEING A POINT OF CURVATURE; THENCE: ALONG THE SAID WESTERLY RIGHT-OF-WAY OF ROGERS ROAD AS FOLLOWS:

NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIAL BEARING OF S 61 DEG 40'43" W, A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 09DEG 36' 57", A CHORD BEARING AND DISTANCE OF N 33°07'36" W, 117.34 FEET, AND AN ARC LENGTH OF 117.48 FEET TO A POINT OF REVERSE CURVATURE, AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 893.00 FEET, A CENTRAL ANGLE OF 26DEG 01 '33", A CHORD BEARING AND DISTANCE OF N 24 DEG 55'28" W, 402.16 FEET, AND AN ARC LENGTH OF 405.63 FEET TO THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE: S 78DEG 05'19" W, A DISTANCE OF 241.35 FEET DEPARTING FROM THE SAID WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD, TO AN ANGLE POINT; THENCE: N 11 DEG 54'41" W, A DISTANCE OF 150.00 FEET TO AN ANGLE POINT; THENCE: N 11 DEG 54'48" E, A DISTANCE OF 133.47 FEET TO AN ANGLE POINT; THENCE: S 87DEG 46'33" E, A DISTANCE OF 221.17 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD; THENCE: SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE



LEFT, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD, SAID CURVE HAVING A RADIAL BEARING OF S 87DEG 46'33" E, A RADIUS OF 893.00 FEET, A CENTRAL ANGLE OF 14DEG 08'08", A CHORD BEARING AND DISTANCE OF S 04DEG 50'37" E, 219.75 FEET, AND AN ARC LENGTH OF 220.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.377 ACRES OF LAND IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

TRACT II:

1.530 ACRE (66,650 SQUARE FEET) TRACT OF LAND OUT OF THE B.B.B. & C.R.R. SURVEY NO. 389, ABSTRACT 96, COUNTY BLOCK 4417, BEXAR COUNTY, TEXAS, NOW IN BLOCK 4, NEW CITY BLOCK 17673 AS RECORDED IN VOLUME 9551, PAGE 126, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, THE SAID 1.530 ACRE TRACT OF LAND BEING A PORTION OF A 403.596 ACRE TRACT OF LAND (TRACT "B") DESCRIBED INSTRUMENT RECORDED IN VOLUME 5191, PAGES 963-1005 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: AT A FOUND 1/2 IRON ROD AT THE NORTH CURVE RETURN FOR THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD (86-FOOT RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WESTOVER HILLS BOULEVARD (110-FOOT RIGHT-OF-WAY) ACCORDING TO THE SUBDIVISION PLAT THEREOF, (WESTOVER HILLS, UNIT-18, PLAT NO. 960297) WHICH WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO ON AUGUST 28, 1996, SAID POINT BEING A POINT OF CURVATURE, THENCE: ALONG THE SAID WESTERLY RIGHT-OF-WAY OF ROGERS ROAD AS FOLLOWS: NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIAL BEARING OF S 61 DEG 40'43" W, A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 09DEG 36'57", A CHORD BEARING AND DISTANCE OF N 33DEG 07'16" W, 117.34 FEET, AND AN ARC LENGTH OF 117.48 FEET TO A POINT OF REVERSE CURVATURE; AND NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 893.00 FEET, A CENTRAL ANGLE OF 40DEG 09'41", A CHORD BEARING AND DISTANCE OF N 17DEG 51'24" W, 613.21 FEET, AND AN ARC LENGTH OF 625.95 FEET TO THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE: N 87DEG 46'33" W, A DISTANCE OF 221.17 FEET DEPARTING FROM THE SAID WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD, TO AN ANGLE POINT; THENCE: N 11 DEG 54'18" E, A DISTANCE OF 30.95 FEET TO AN ANGLE POINT; THENCE: N 00DEG 04'06" E, A DISTANCE OF 118.50 FEET TO AN ANGLE POINT, THENCE: N 44DEG 55'44" W, A DISTANCE OF 99.00 FEET TO AN ANGLE POINT; THENCE: N 69DEG



04'06" E, A DISTANCE OF 286.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE ON THE PROPOSED EXTENSION OF THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD; ALONG THE SAID PROPOSED EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF ROGERS ROAD AS FOLLOWS:

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO RIGHT, SAID CURVE HAVING A RADIAL BEARING OF S 75DEG 48'46" W, A RADIUS OF 2,277.00 FEET, A CENTRAL ANGLE OF 00DEG 40'13", A CHORD BEARING AND DISTANCE OF S 13DEG 51'18" E, 26.63 FEET, AND AN ARC LENGTH OF 26.63 FEET TO A POINT OF COMPOUND CURVATURE; AND SOUTHEASTERLY, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 19 DEG 49'25", A CHORD BEARING AND DISTANCE OF S 03DEG 36'19" E, 240.98 FEET, AND AN ARC LENGTH OF 242.19 FEET TO A POINT OF REVERSE CURVATURE ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD; THENCE: SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF ROGERS ROAD, SAID CURVE HAVING A RADIUS OF 893.00 FEET, A CENTRAL ANGLE OF 04DEG 04'56" A CHORD BEARING AND DISTANCE OF S 04DEG 15'55" W, 63.61 FEET, AND AN ARC LENGTH OF 63.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.530 ACRES OF LAND IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT THIS BEING THE SAME PROPERTY CONVEYED TO THE CITY OF SAN ANTONIO, A TEXAS HOME RULE MUNICIPAL CORPORATION, BY DEED FROM WESTOVER HILLS DEVELOPMENT PARTNERS, L.P., DATED 11/04/1999 AND RECORDED ON 11/10/1999 IN BOOK 8202, PAGE 1699, IN THE BEXAR COUNTY RECORDERS OFFICE.





**Exhibit A-3**

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N77°50'55"E, 6.00 FEET; THENCE S12°09'05"E, 44.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S12°09'05"E, 6.00 FEET; THENCE S77°50'55"W, 32.00 FEET; THENCE N12°09'05"W 50.00 FEET; THENCE N77°50'55"E 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID POINT BEING ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2277.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N75°34'35"E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°40'13", AN ARC DISTANCE OF 26.64 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'24", AN ARC DISTANCE OF 242.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 893.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°57'39", AN ARC DISTANCE OF 46.15 FEET TO THE POINT OF BEGINNING; THENCE S89°53'41"W, 126.12 FEET; THENCE S43°21'30"W, 104.10 FEET; THENCE S02°23'21"E, 100.99 FEET; THENCE S26°29'34"W, 24.63 FEET; THENCE S12°09'05"E 28.53 FEET TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE WESTERLY RIGHT-OF-WAY OF ROGERS ROAD.



SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N77°50'38"E, 204.22 FEET TO A POINT ON THE WESTERLY LINE OF ROGERS ROAD AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE WESTERLY RIGHT-OF-WAY OF ROGERS ROAD.



**Exhibit B-3**

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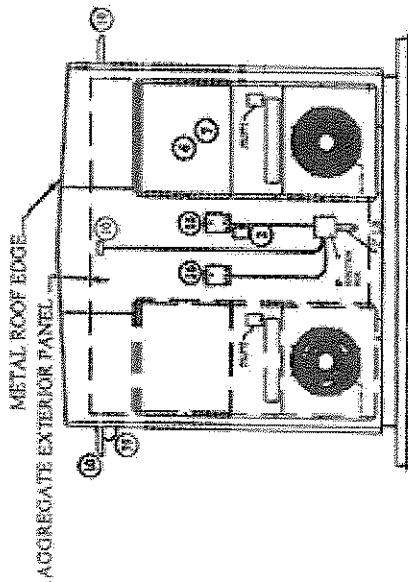
**Exhibit C-3**

1. Site specific provisions for hut site at 3425 Rogers Road (Fire Station #45)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.
  - c. City grants Tenant permission to construct a driveway to the Network Hut Site from the adjacent road or fire station parking lot. Tenant will consult with City prior to constructing the driveway.

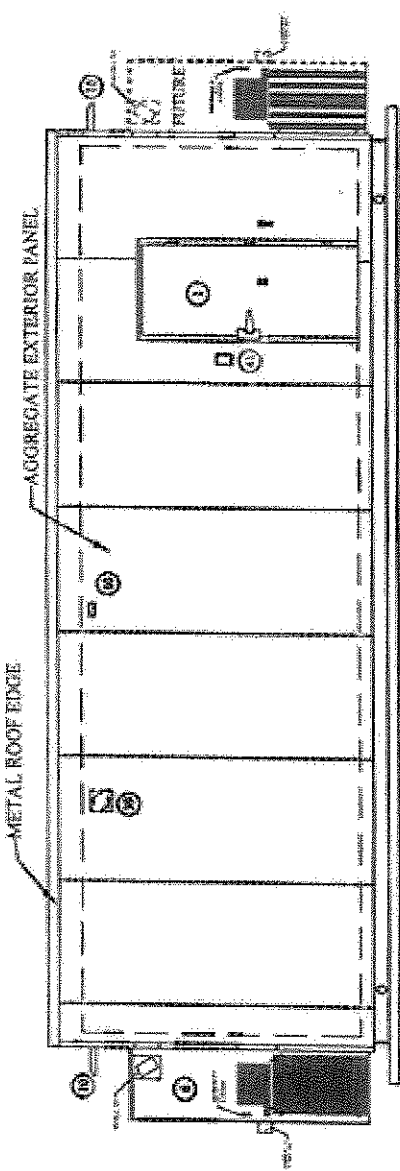


Exhibit D-3

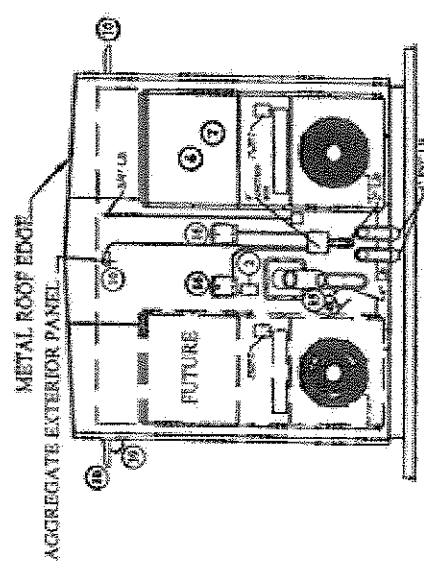
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



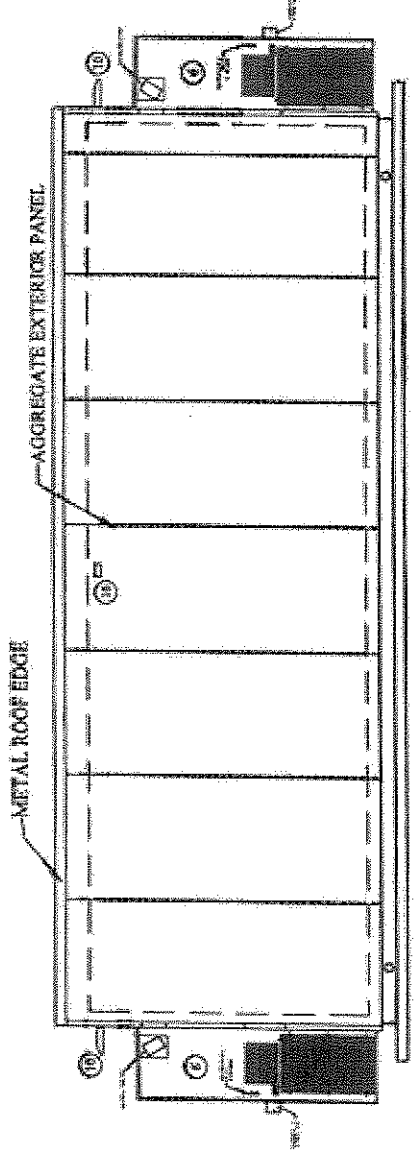
WALL B ELEVATION



WALL A ELEVATION

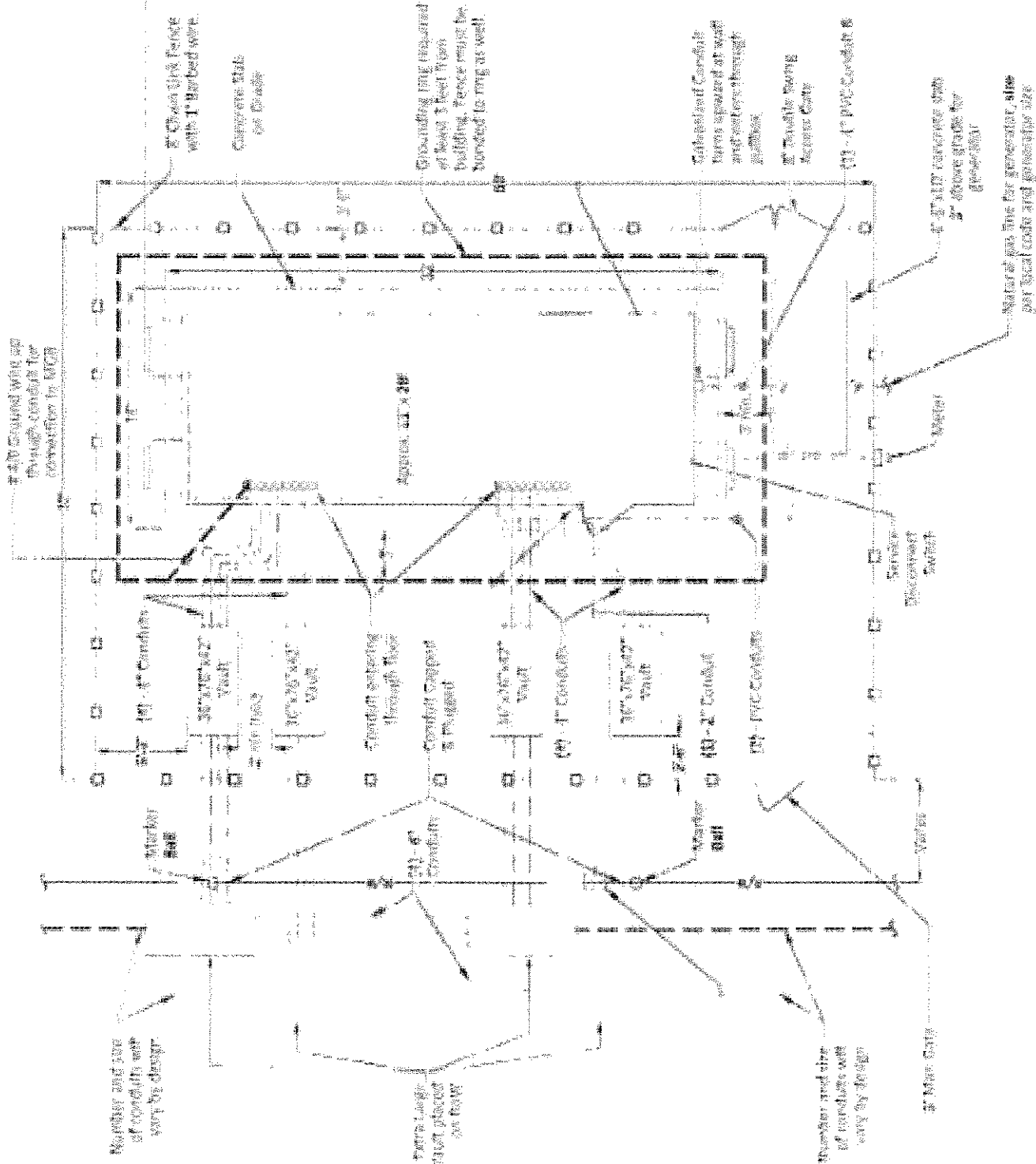


WALL D ELEVATION



WALL C ELEVATION





4-10 Ground wire up through conduit for connection to MCB

Number and size of conduits will vary by design.

Two large door protect on base

Number and size of conduits will vary by design.

3" Max. Qty

2" Chain Link Fence with 1" barbed wire.

Concrete slab on grade

Grounding ring required at least 3 feet from building. Fence must be bonded to ring as well.

Substandard Conduit runs allowed at wall and where through ceiling.

2" Flexible Nonrigid Access Conduits

1/2" - 1" PVC Conduit 8

4" EMT run over wall above stairs for equipment

Number and size of conduits will vary by design and equipment size.



**Exhibit A-4**

**PREMISE DESCRIPTION**

CITY PARK, OF SHERWOOD PARK, IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, AS SHOWN ON PLAT FILED IN VOLUME 3700 PAGE 268, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.





Exhibit A-4

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N02°35'19"E, 6.00 FEET; THENCE S87°24'41"E, 50.00 FEET; THENCE S02°35'19"W, 32.00 FEET; THENCE N87°24'41"W, 50.00 FEET; THENCE N02°35'19"E, 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF PLAT FILED IN VOLUME 3700 PAGE 268, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF HASKIN DRIVE, N00°23'43"W, 6.71 FEET TO THE POINT OF BEGINNING; THENCE N89°36'17"E, 74.11 FEET; THENCE N72°39'51"E 74.93 FEET; THENCE N89°36'17"E, 63.26 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE EASTERLY RIGHT-OF-WAY OF HASKIN DRIVE.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N00°23'43"W, 54.87 FEET; THENCE S89°36'17"W, 253.30 FEET TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE EASTERLY RIGHT-OF-WAY OF HASKIN DRIVE.



**Exhibit B-4**

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PROJECT NO. 126448  
 DRAWN BY: JA  
 CHECKED BY: MIP  
 DATE: 11/11/11

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT NO. 126448  
 DRAWN BY: JA  
 CHECKED BY: MIP  
 DATE: 11/11/11

PROJECT NO. 126448  
 DRAWN BY: JA  
 CHECKED BY: MIP  
 DATE: 11/11/11

HUT ID: 108  
 300 HASKIN DRIVE  
 SAN JOSE, CA 95128  
 BEAR COUNTY

PROJECT NO. 126448  
 DRAWN BY: JA  
 CHECKED BY: MIP  
 DATE: 11/11/11

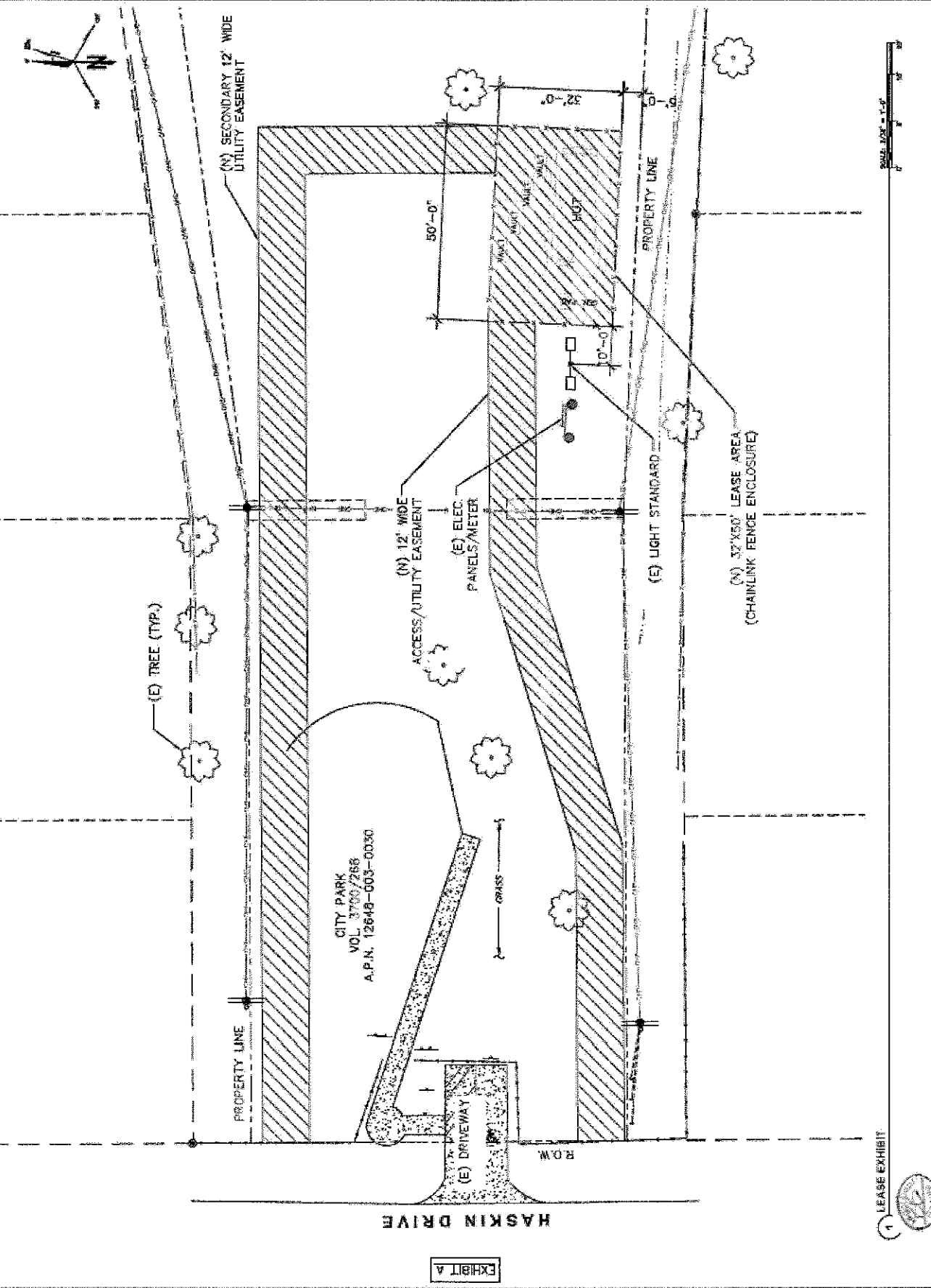


EXHIBIT A

LEASE EXHIBIT



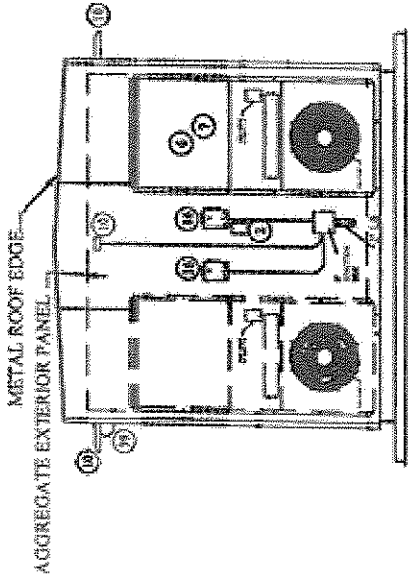
**Exhibit C-4**

1. Site specific provisions for hut site at 300 Haskin (Haskin Park).
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

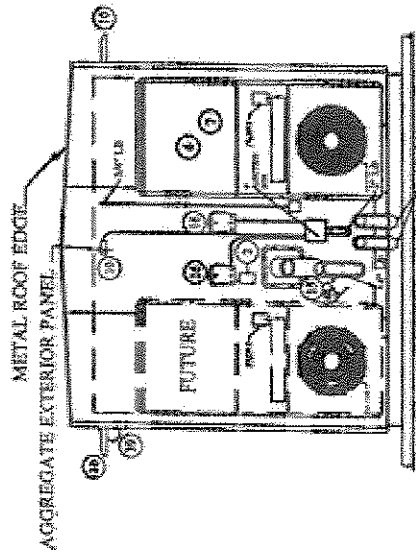


Exhibit D-4

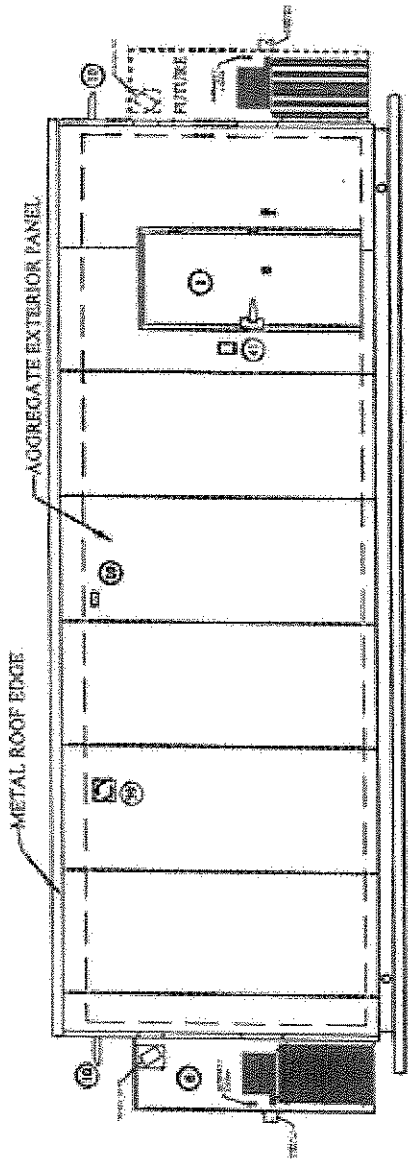
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



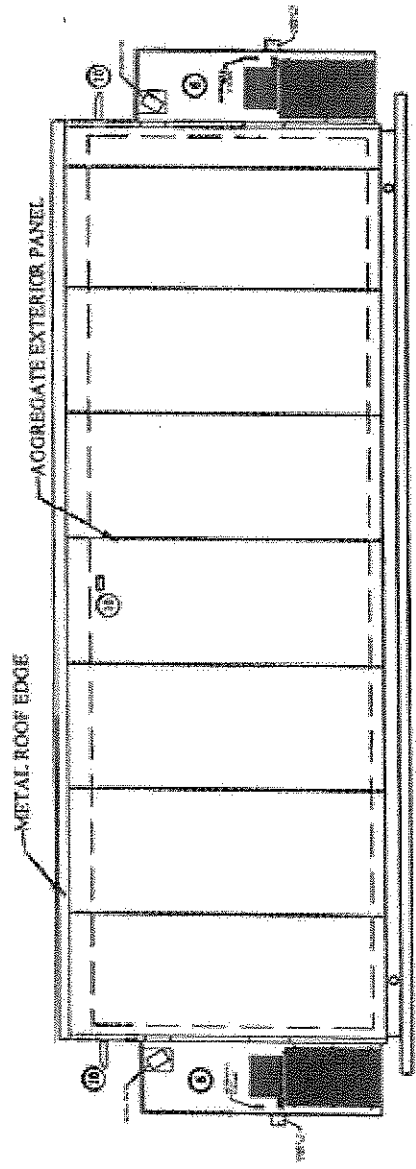
WALL B ELEVATION



WALL D ELEVATION

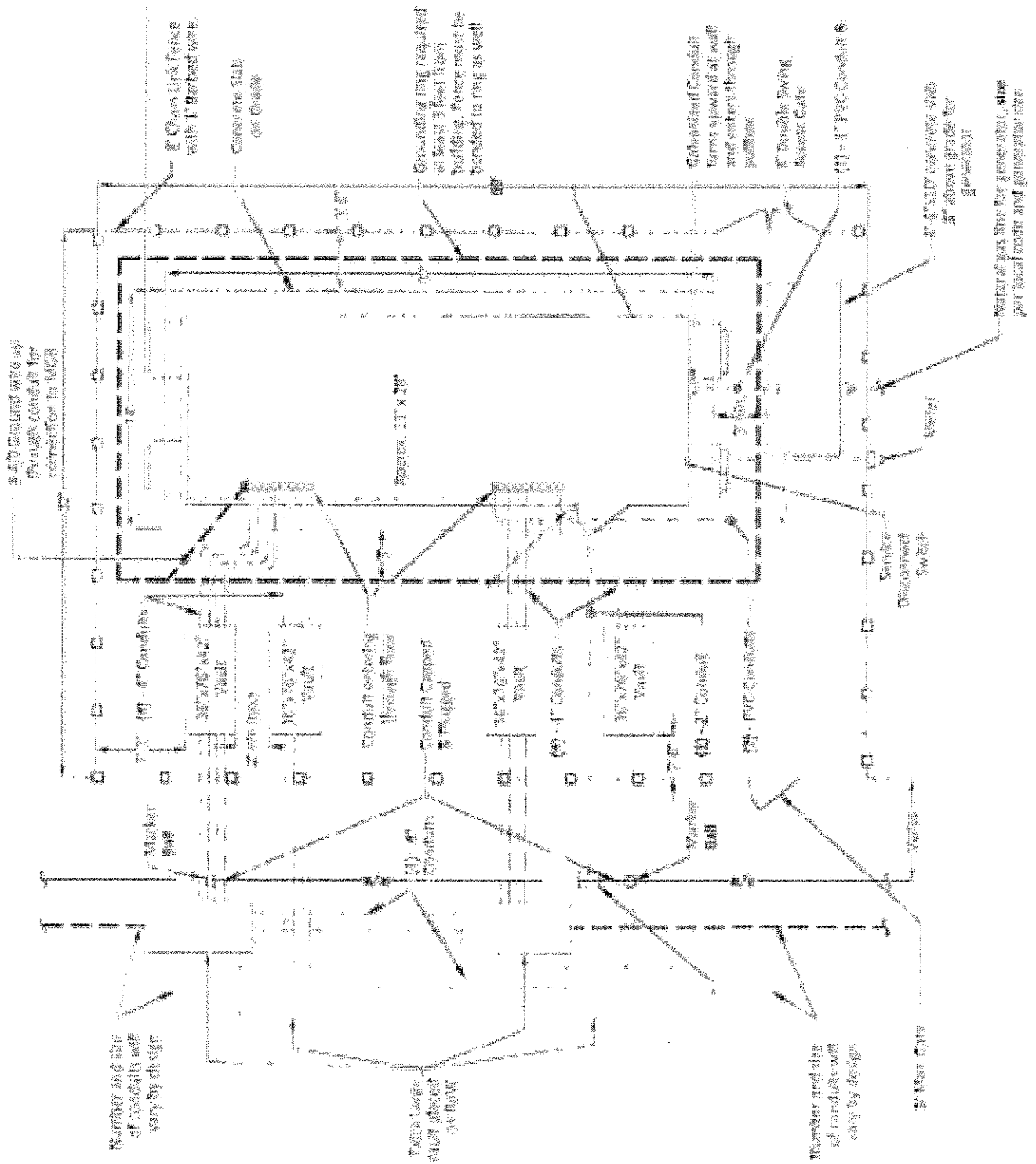


WALL A ELEVATION



WALL C ELEVATION





3-40 Amp Breaker with 40 Amp Disconnect for connection to MCR

3-40 Amp Breaker with 40 Amp Disconnect

Concrete Slab on Grade

Grounding ring required at least 3 feet from building fence must be bonded to ring at wall

Grounding Conduit

Double Switch Meter Gate

10-1/2" PVC Conduit

3-40 Amp Breaker with 40 Amp Disconnect

Water of gas line for generator, stop per local code and generator size

Number and size of conduits will vary by design

Water Line

Number and size of conduits will vary by design

3" Meter Gate



Exhibit A-5

PREMISE DESCRIPTION

LOT 1, BLOCK 7, NEW CITY BLOCK 12,477, OF "OAK HILLS SUBDIVISION UNIT 2" MAP, IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 3700, PAGES 97 AND 98, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

A PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S41°41'08"W, 7.03 FEET; THENCE N48°18'52"W, 50.00 FEET; THENCE N41°41'08"E, 32.00 FEET; THENCE S48°18'52"E, 50.00 FEET; THENCE S41°41'08"W, 24.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY ROUTE:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE THEREOF, S36°42'52"W, 31.96 FEET TO THE POINT OF BEGINNING; THENCE N53°01'18"W, 23.00 FEET; THENCE N73°41'33"W, 14.75 FEET; THENCE N79°42'09"W, 24.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.



THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHEASTERLY LINE OF SAID LOT 1 AND TO THE SOUTHERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE THEREOF, S36°42'52"W, 31.96 FEET TO THE POINT OF BEGINNING; THENCE N53°01'18"W, 23.00 FEET; THENCE N73°41'33"W, 14.75 FEET; THENCE N79°42'09"W, 24.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHEASTERLY LINE OF SAID LOT 1 AND TO THE SOUTHERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.





**Exhibit B-5**

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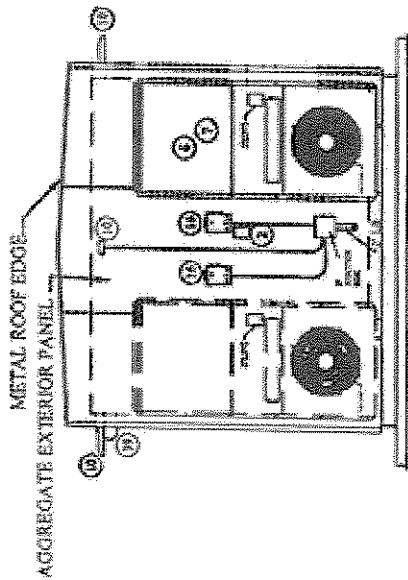
**Exhibit C-5**

1. Site specific provisions for hut site at 209 East Woodlake
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

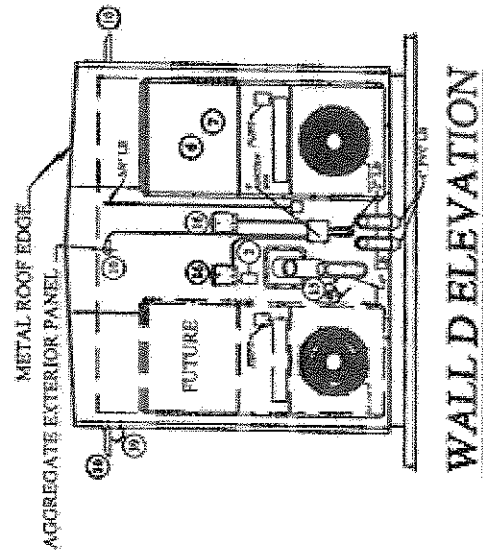


Exhibit D-5

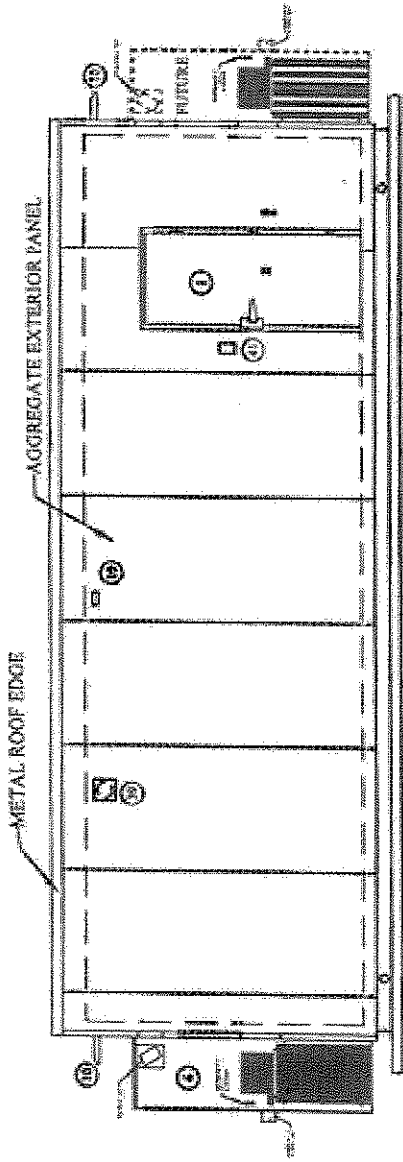
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



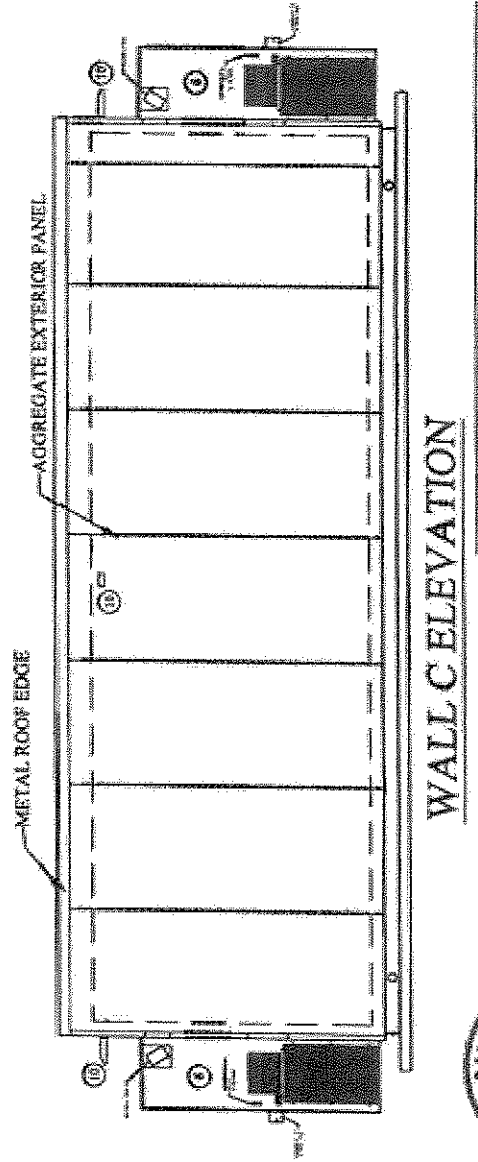
WALL B ELEVATION



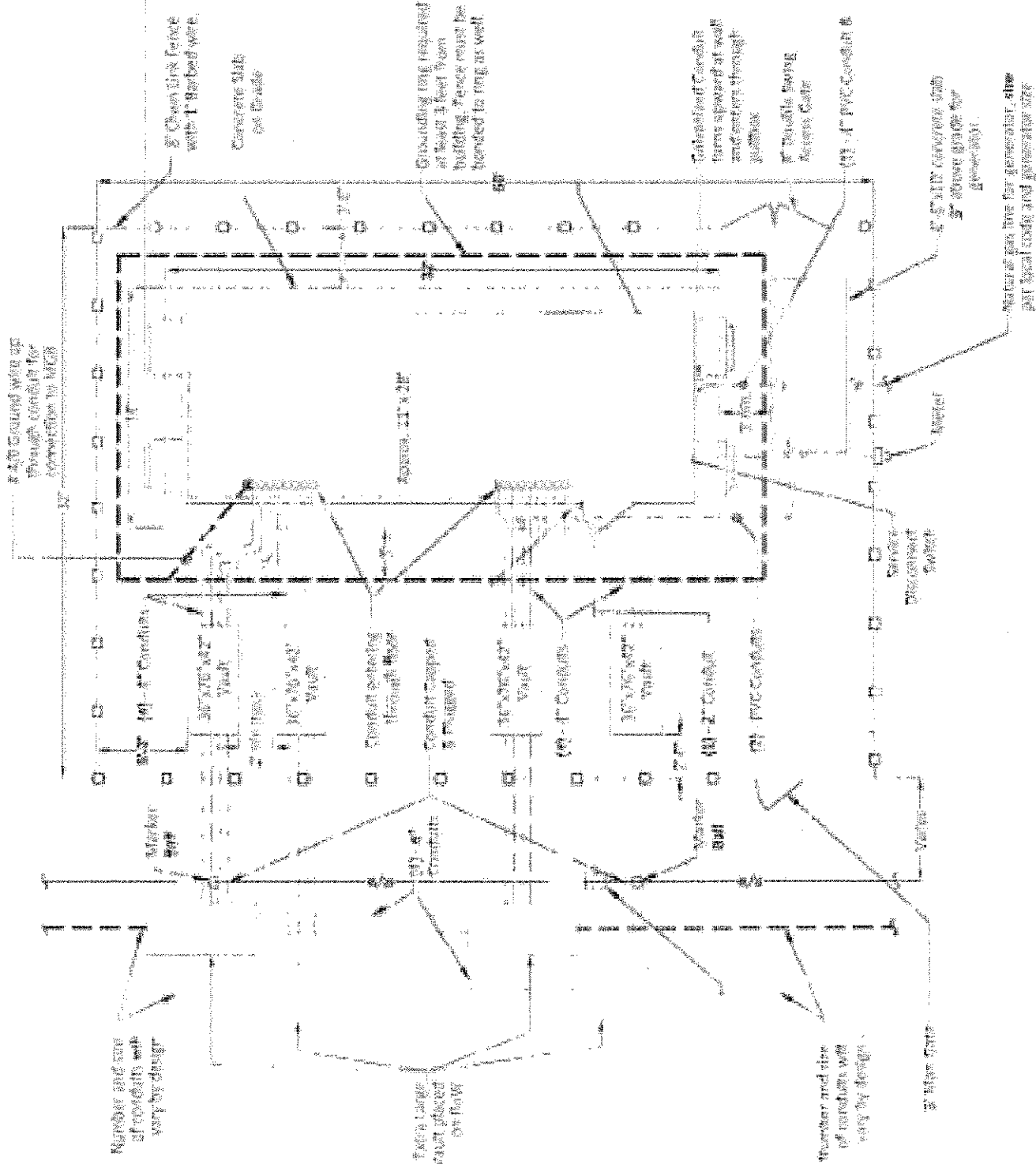
WALL D ELEVATION



WALL A ELEVATION



WALL C ELEVATION



4-20 Ground wire up through conduit for connection to MGR

Number and size of conduits will vary by design

Each Large vault placed on floor

Number and size of conduits will vary by design

2" Min. Gap

2 Chain Link Fence with 1' Barbed Wire

Concrete Slab on Grade

Guarding will be required at least 3 feet from building. Fence must be bonded to ring as well.

Cablehead Cabinet Tanks above it with interconnect through wall

1" Double Sealed Access Gate

10' 1" PVC Conduit B

2" 5/8" ID Conduit and 5" above grade for symmetry.

Natural gas line for generator. Also per local code and generator MFR



**Exhibit A-6**

PREMISE DESCRIPTION

LOTS 23 & 24, WEST ½ BLOCK E, NEW CITY BLOCK 1163 AS RECORDED IN VOLUME 5601, PAGE 601, OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, FILED IN VOL. 105, PAGE 319, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**Exhibit A-6**

LEASE DESCRIPTION

A PORTION OF THE PREMISE, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N89°53'44"W, 38.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N89°53'44"W, 6.00 FEET; THENCE N00°06'16"E, 32.00 FEET; THENCE S89°53'44"E, 50.00 FEET; THENCE S00°06'16"E, 32.00 FEET; THENCE N89°53'44"W, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 24; THENCE ALONG THE SOUTHERLY LINE THEREOF N89°53'44"W, 18.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE OF LOT 24, N00°06'16"E, 13.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S00°06'16"W, 13.30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 23 AND TO THE END OF SAID STRIP.



**Exhibit B-6**

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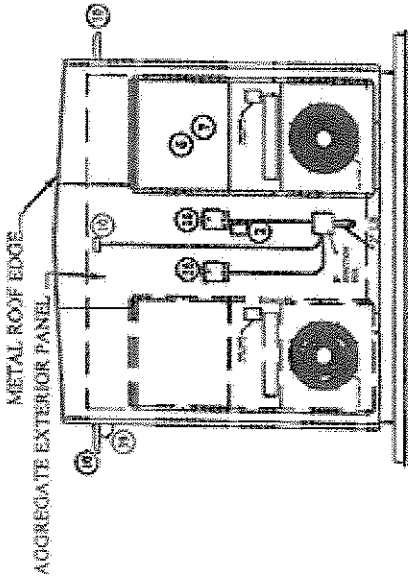
**Exhibit C-6**

1. Site specific provisions for hut site at 325 Gray Street
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

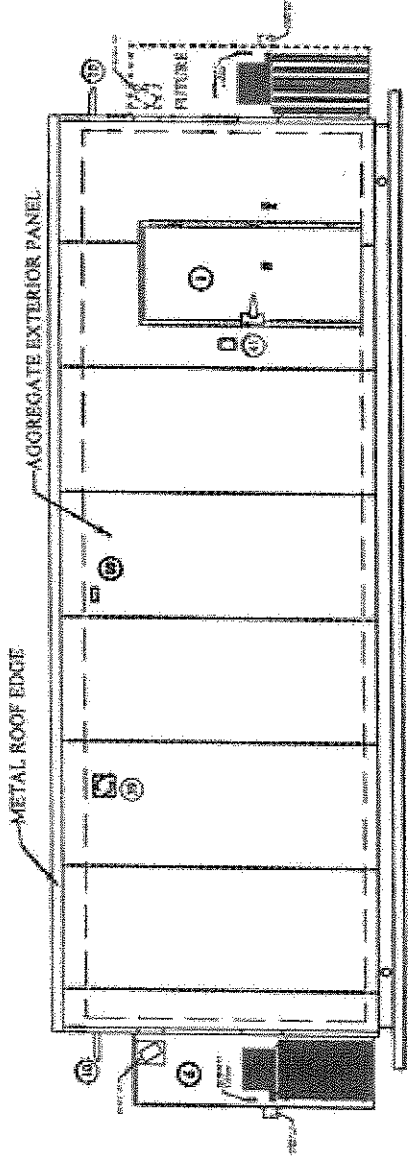


Exhibit D-6

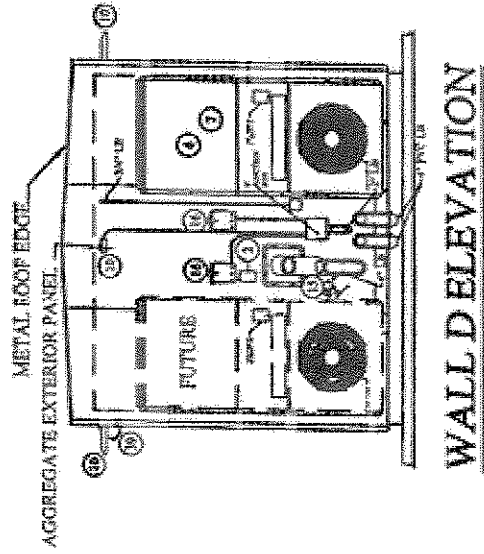
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



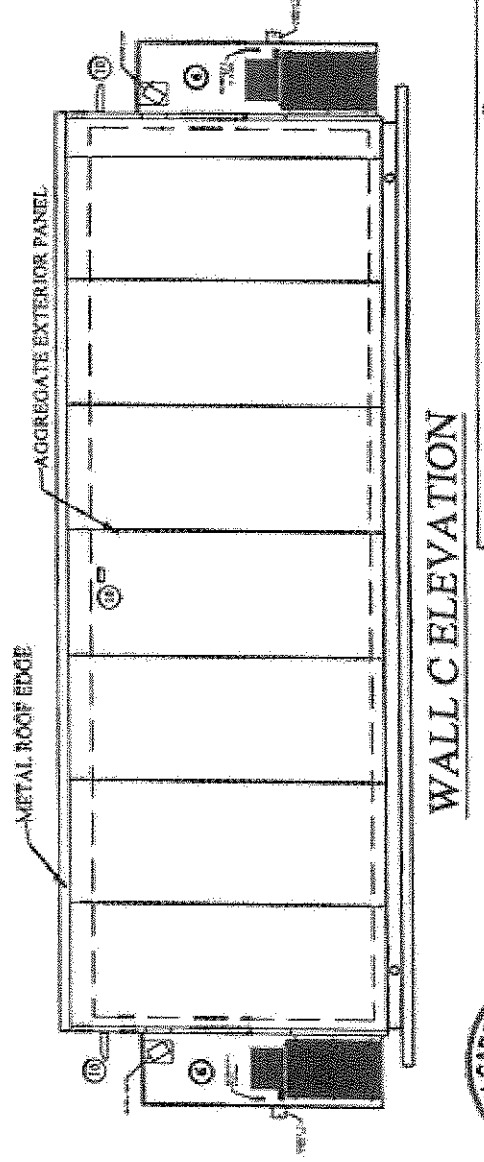
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION



**Exhibit A-7**

PREMISE DESCRIPTION

THE NORTH 50 FEET OF THE EAST ONE-HALF OF LOT 2 AND THE NORTH 50 FEET OF LOT 3, BLOCK 7, NEW CITY BLOCK 8066, OF WICK'S IOWA ADDITION, IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2575, PAGE 244, PLAT RECORDS OF BEXAR COUNTY, TEXAS.

AND

THE NORTH 50 FEET OF LOT 1 AND THE NORTH 50 FEET OF THE WEST HALF OF LOT 2, BLOCK 7. NEW CITY BLOCK 8066.



LEASE DESCRIPTION

A PORTION OF THE PREMISE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT "A" MENTIONED ABOVE; THENCE SOUTH 00°00'00" WEST, 8.00 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET; THENCE NORTH 00°00'00" EAST, 32.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" WEST, 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1600 SQ. FT.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE INTERSECTION OF LA MANDA AND CATALINA AVENUE; THENCE ALONG THE CENTERLINE OF CATALINA AVENUE SOUTH 00°00'28" WEST, 10.00 FEET; THENCE LEAVING SAID CATALINA AVENUE NORTH 90°00'00" WEST, 15.45 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, 17.31 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE SOUTH 90°00'00" EAST, 36.68 FEET TO THE END OF SAID STRIP.

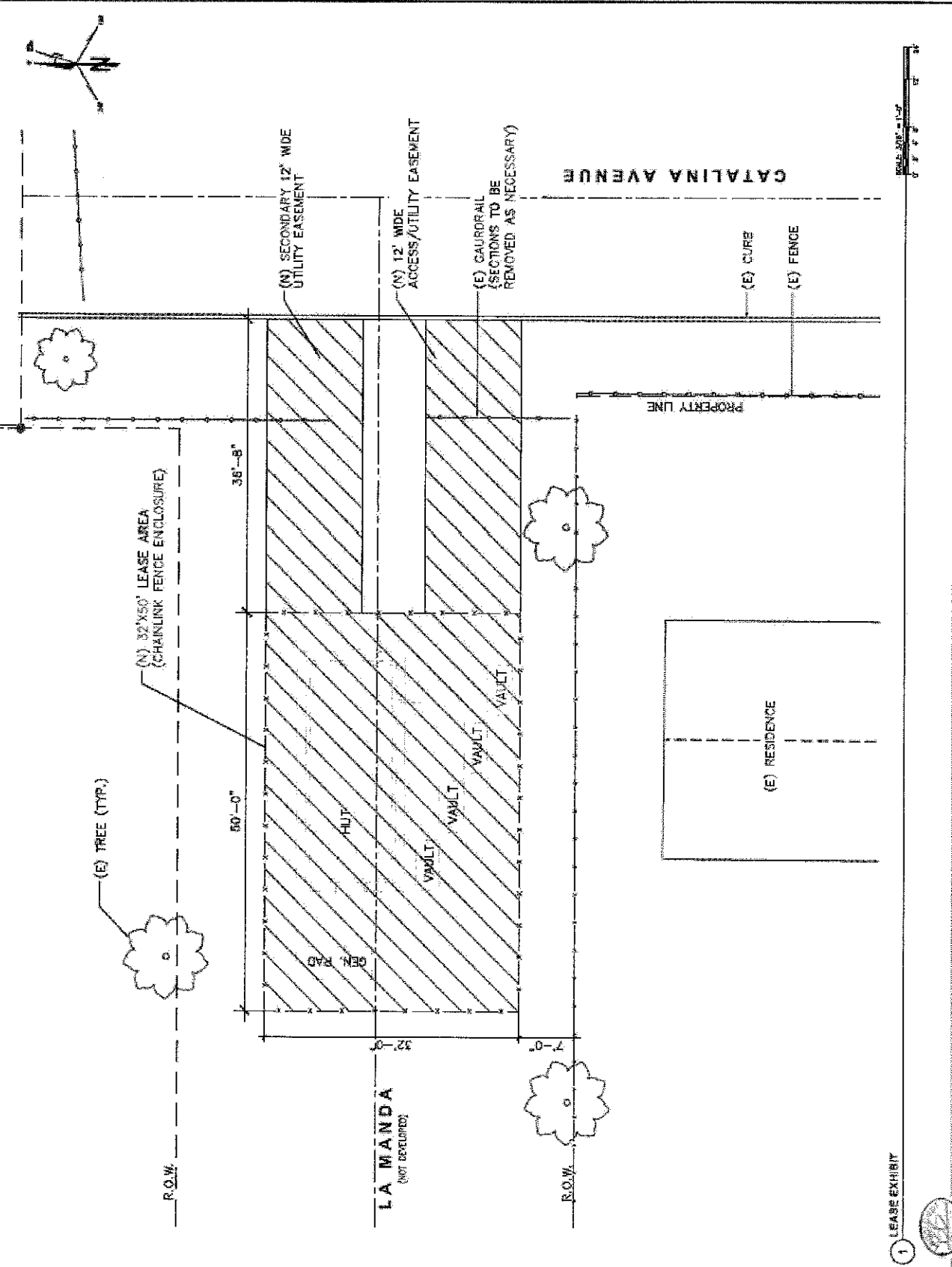


**Exhibit B-7**

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<p>POWERED BY Gfiber FIBER OPTIC NETWORKS MULTI-MEDIA SERVICES</p>	<p>BYERS CORPORATION FIBER OPTIC NETWORKS MULTI-MEDIA SERVICES</p>	<p>PROJECT NO. 14300000 SHEET NO. 1A CHECKED BY: MIP DATE: 08/11/2011</p>	<p>PROJECT: LEASE EXHIBIT</p>	<p>DATE: 08/11/2011</p>	<p>PROJECT: LEASE EXHIBIT</p>	<p>HUT ID: 107 411 CATALINA AVENUE SAN ANTONIO, TX 78201 BEXAR COUNTY</p>	<p>PROJECT: LEASE EXHIBIT</p>	<p>PROJECT: LEASE EXHIBIT</p>
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1 LEASE EXHIBIT

EXHIBIT A





**Exhibit C-7**

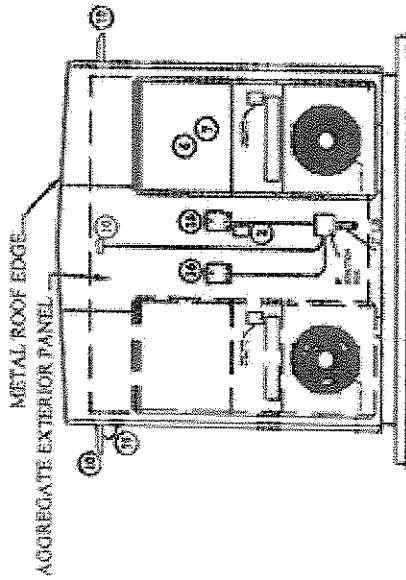
1. Site specific provisions for hut site at end of cul-de-Sac on Catalina Ave (near 6114 Catalina)

- a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
- b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

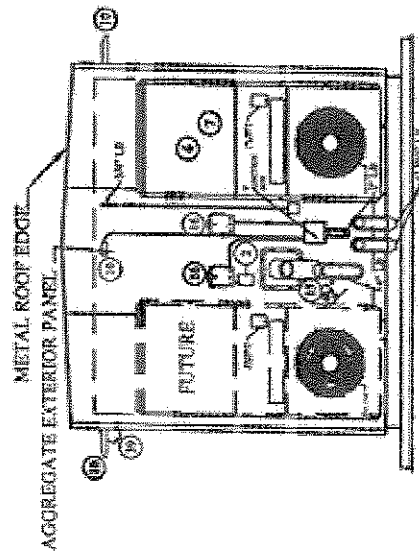


Exhibit D-7

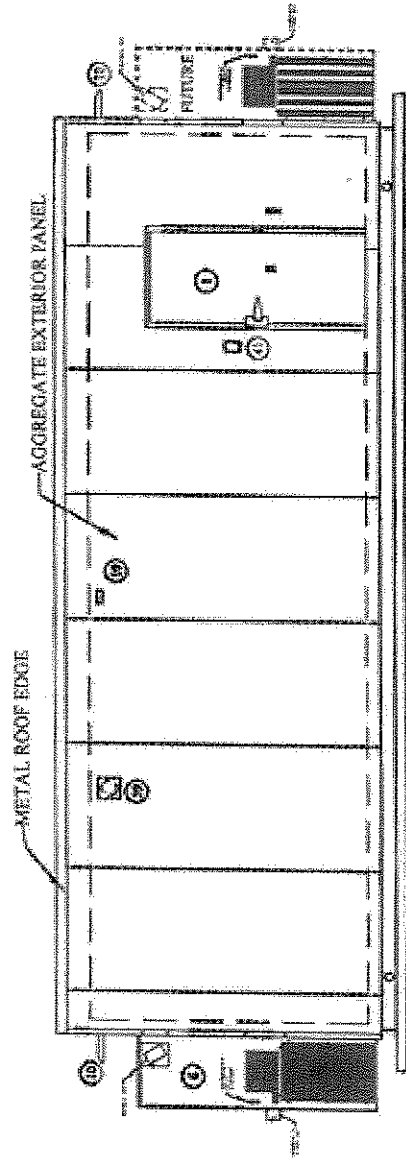
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



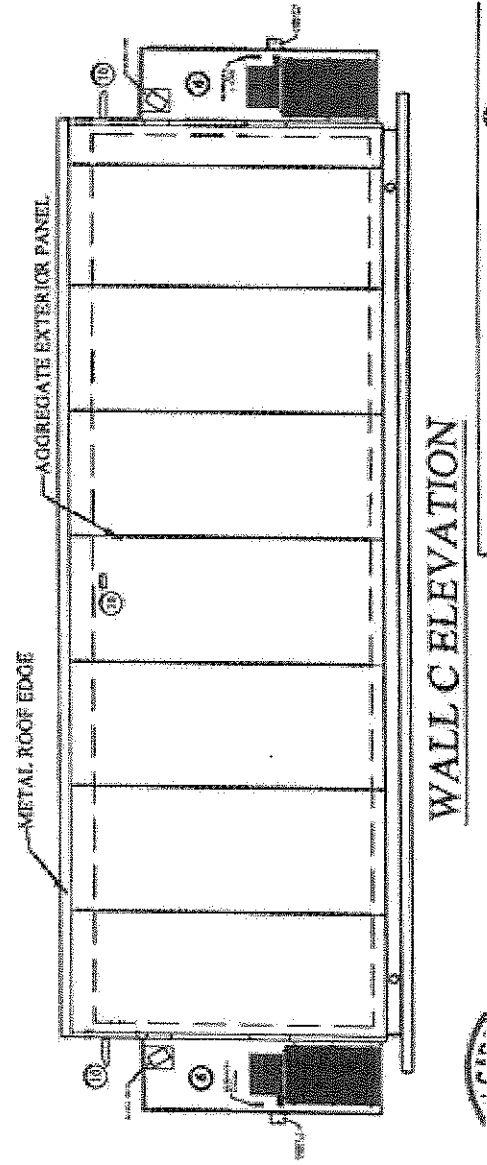
WALL B ELEVATION



WALL D ELEVATION

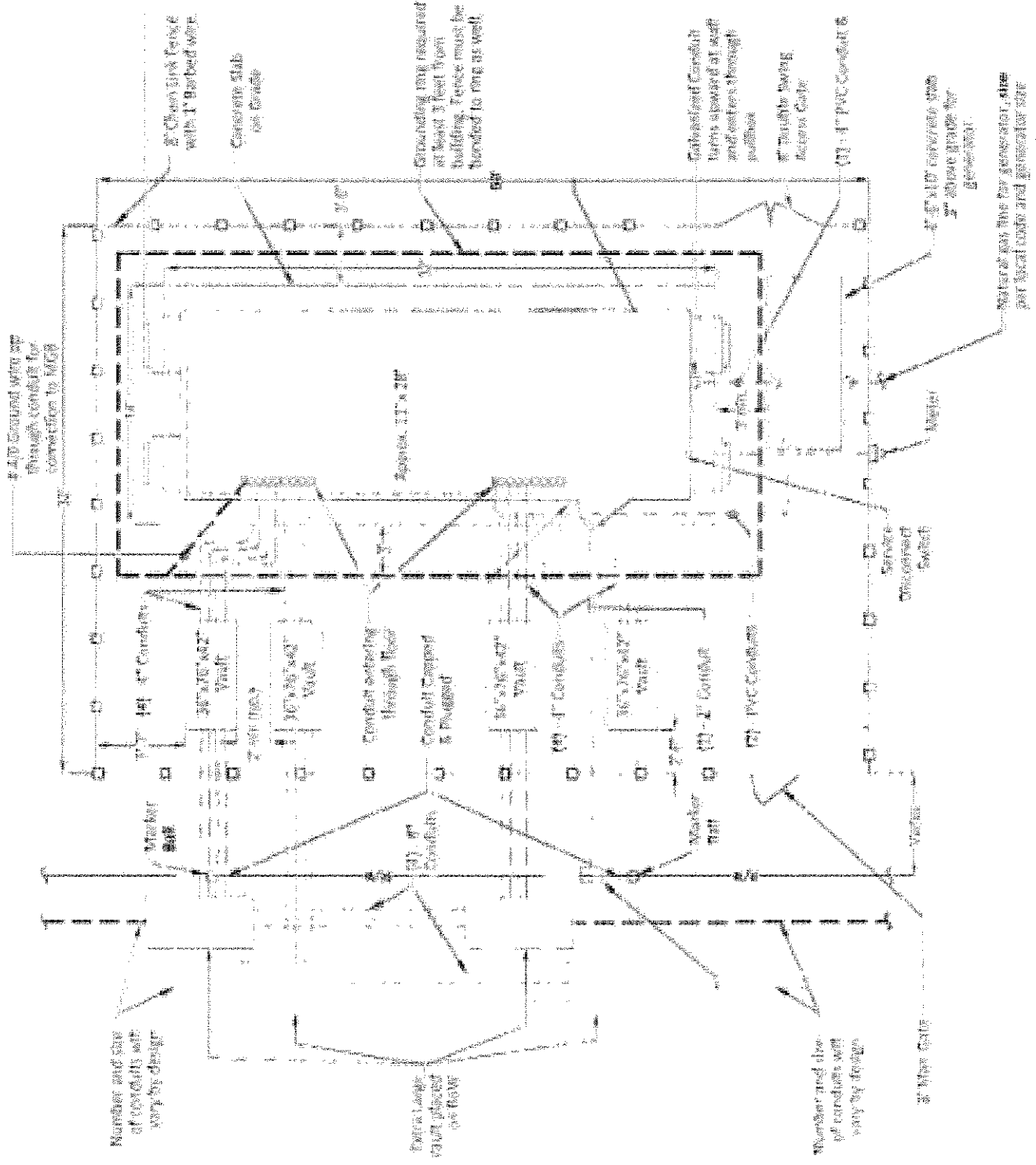


WALL A ELEVATION



WALL C ELEVATION





1/2" PVC CONDUIT WITH 1/2" THROUGH CONDUIT FOR CONNECTION TO MCB

1/2" Chain Link Fence with 1" Barbed wire

Concrete slab on grade

Grounding ring required at least 3 feet from building. Fence must be bonded to ring as well.

Galvanized Conduit turns upward at roof and enters through wall

1/2" Flexible Sleeve Access Caps

(1) 1/2" PVC Conduit

1/2" x 1/2" covered and 2" above grade for ground.

Material may vary depending on site per local codes and jurisdiction.

Number and size of conduits will vary by design

Number and size of conduits will vary by design

Number and size of conduits will vary by design

at this date



**Exhibit A-8**

PREMISE DESCRIPTION

A METES AND BOUNDS DESCRIPTION OF A 6.816 ACRE (296,901 SQ. FT.) TRACT OF LAND SITUATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF THE MATHIS COOPER SURVEY NO. 344, SAID 6.816 ACRES BEING THE SAME TRACT DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 6849, PAGE 1294, OF THE BEXAR COUNTY REAL PROPERTY RECORDS:

BEGINNING AT AN IRON PIN FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CORNER ALSO BEING THE NORTHWEST END OF A CUTBACK AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HAUSMAN ROAD AND THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD;

THENCE S 45 DEG 05' 06" E, 28.34 FEET, ALONG THE ABOVE MENTIONED CUTBACK TO AN IRON PIN FOUND FOR THE MOST SOUTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, THE SOUTH END OF THE CUTBACK AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD; THENCE S 00 DEG 11' 16" W, 716.18 FEET, ALONG THE EAST LINE OF THE HEREIN DESCRIBED TRACT AND ALONG THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD TO AN IRON PIN WITH A WFC CAP FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON PIN ALSO BEING A NORTHEAST CORNER OF A 17.239 ACRE TRACT OF LAND BELONGING TO THE CITY OF SAN ANTONIO AND DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 3875, PAGE 80, OF THE BEXAR COUNTY REAL PROPERTY RECORDS; THENCE N 89 DEG 52' 11" W, 400.92 FEET, ALONG THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT AND ALONG THE LINE OF THE 17.239 CITY OF SAN ANTONIO PROPERTY TO A MARK KEMPER IRON PIN FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AN A REENTRANT CORNER OF THE CITY OF SAN ANTONIO PROPERTY;

THENCE N 00 DEG 13' 13" W, 736.35 FEET, ALONG THE WEST LINE OF THE HEREIN DESCRIBED TRACT AND ALONG THE LINE OF THE CITY OF SAN ANTONIO PROPERTY TO A MARK KEMPER MARKER ATTACHED TO A WOOD FENCE CORNER POST FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, A NORTHEAST CORNER OF THE CITY OF SAN ANTONIO PROPERTY AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HAUSMAN ROAD;



THENCE S 89 DEG 50' 31" E, 386.03 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6.816 ACRES (296,901 SQ. FT.) OF LAND ACCORDING TO A SURVEY CONDUCTED ON THE GROUND BY BAIN MEDINA BAIN ON 13 MAY 2004.

AND

A 17.239 ACRE (750,940 SQUARE FOOT) TRACT WHICH IS ONE AND THE SAME AS A 17.218 ACRE TRACT RECORDED IN BOTH VOLUME 2882, PAGE 19501 AND VOLUME 2882, PAGE 1945, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS. SAID 17.239 ACRES IS OUT OF THE H. COOPER SURVEY NO. 344, ABSTRACT HO, 162, NEW CITY BLOCK 14615, C.B. 4537; AND ALSO BEING COMPRISED OF ALL OF TRACTS "B" AND "C" DESCRIBED IN DEED OF PARTITION RECORDED IN VOLUME 1363, PAGE 286, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; SAVE AND EXCEPT THOSE TRACTS OF LAND DEEDED TO BEXAR COUNTY BY INSTRUMENTS RECORDED IN VOLUME 1747, PAGE 223, AND VOLUME 4809, PAGE 177, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: AT A SET "PK" NAIL AND ALUMINUM SURVEY DISC MARKED "MARK KEMPER R.P.S. 4265" IN A CORNER FENCE POST AT THE NORTHEAST CORNER OF THIS TRACT. SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF HAUSMAN ROAD, S 89 DEG 34' 41" W A DISTANCE OF 385.67 FEET FROM THE CUTBACK TO THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD;

THENCE S 00 DEG 47' 08" E, ASTRONOMIC BEARING DETERMINED BY SOLAR OBSERVATION, A DISTANCE OF 735.75 FEET TO A SET 5/8-INCH REBAR WITH AN ALUMINUM SURVEY CAP MARKED "MARK KEMPER R.P.S 4265". SAID CORNER BEING SET AT A FENCE CORNER INTERSECTION; THENCE N 89 DEG 41' 15" E A DISTANCE OF 401.23 FEET TO A SET 5/8-INCH REBAR WITH AN ALUMINUM SURVEY CAP MARKED "MARK KEMPER R.P.S 4265". SAID CORNER BEING SAT AT A FENCE INTERSECTION IN THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD; THENCE S 00 DEG 26' 08" E A DISTANCE OF 499.12 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WOLLER ROAD TO TA FOUND 1/2-INCH REBAR, AT A FENCE INTERSECTION, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S 89 DEG 32' 17" W A DISTANCE OF 842.25 FEET TO A FOUND 1/2-INCH REBAR AT THE PROJECTION OF NORTH/SOUTH AND EAST/WEST FENCE LINES, FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N 00 DEG 59' 02" W A DISTANCE OF 1231.15 FEET TO A FOUND 1/2-INCH REBAR AT THE SOUTH RIGHT-OF-WAY LINE OF HAUSMAN ROAD, FOR THE MOST NORTHWESTERLY CORNER OF THIS TRACT;



THENCE ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTH AN ARC LENGTH OF 186.78 FEET AND ALONG THE SOUTH RIGHT-OF-WAY OF HAUSMAN ROAD. SAID CURVE HAS A CENTRAL ANGLE OF 3 DEG 07' 56", A RADIUS OF 3416.52 FEET AND THE CHORD OF SAID CURVE BEARS N 88 DEG 00' 31" E A DISTANCE OF 186.75 FEET TO THE P.T. OF SAID CURVE; THENCE N 89 DEG 34' 29" E A DISTANCE OF 261.63 FEET ALONG THE SOUTH RIGHT-OF-WAY OF HAUSMAN ROAD TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 17.239 ACRES (750,940 SQUARE FEET).

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N01°09'14"W, 44.00 FEET; THENCE N88°50'46"E, 32.00 FEET; THENCE S01°09'14"E, 50.00 FEET; THENCE S88°50'45"W, 32.00 FEET; THENCE N01°09'14"W, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 1 OF BLOCK 2, NEW CITY BLOCK 16572 AS RECORDED IN VOLUME 9574, PAGE 3 IN THE PLAT RECORDS OF BEXAR COUNTY, TEXAS; THENCE ALONG THE WESTERLY LINE THEREOF S01°09'14"E, 51.45 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE OF LOT 1, N88°50'46"E, 8.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S88°50'46"W, 8.00 FEET TO THE END OF SAID STRIP.



**Exhibit B-8**

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PREPARED BY  
**Giber**  
 1330 N. GALEN PARKWAY  
 SAN JOSE, CA 95128



BYERS  
 CONSULTING  
 ENGINEERS  
 1000 W. CALLETA AVENUE  
 SAN JOSE, CA 95128

PROJECT NO.	118
DATE	08/11/00
PROJECT	BYERS CONSULTING ENGINEERS
CLIENT	BYERS CONSULTING ENGINEERS
SCALE	AS SHOWN

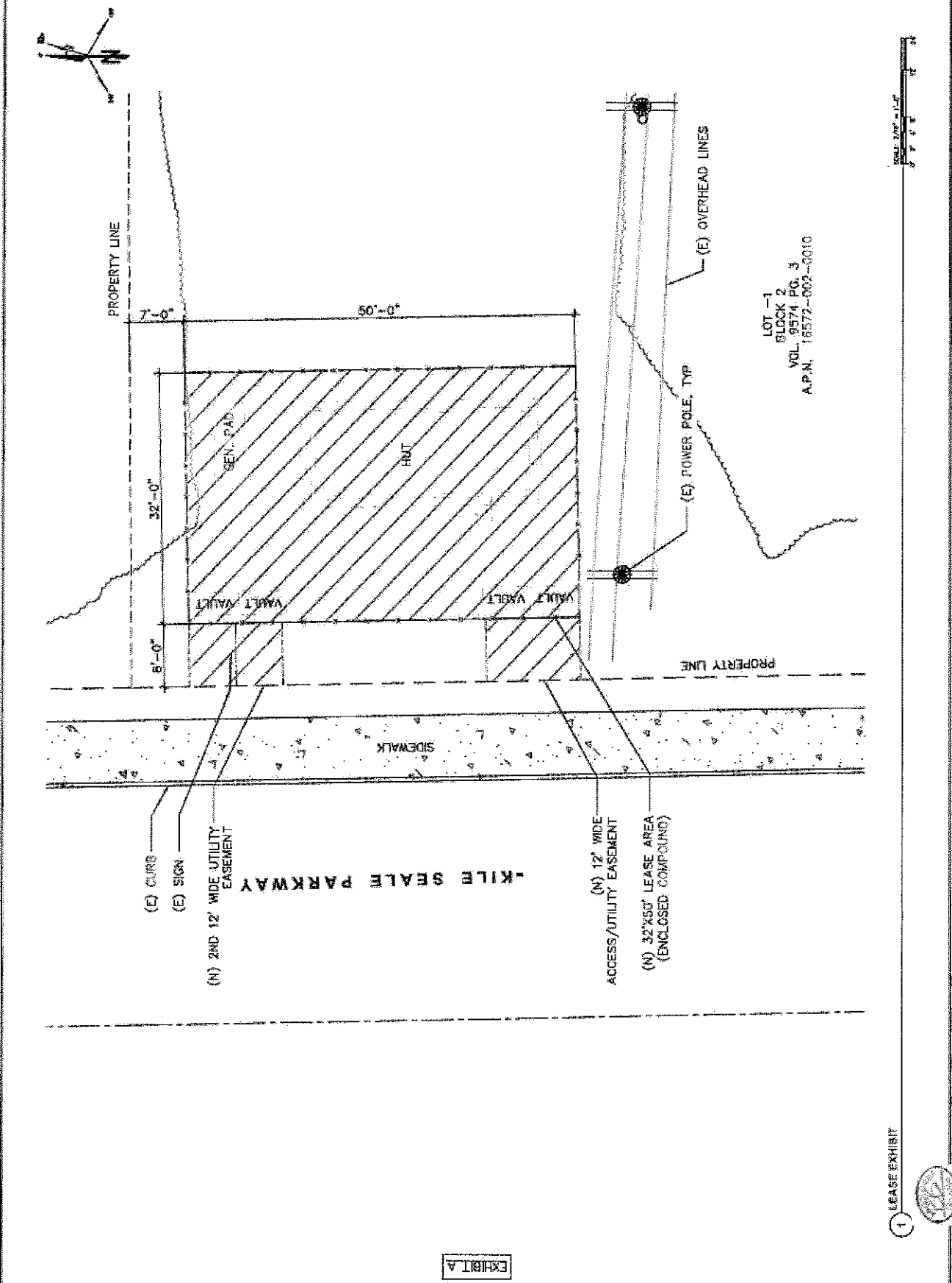
NO.	DATE	DESCRIPTION
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2	08/11/00	ISSUED FOR PERMIT
3	08/11/00	ISSUED FOR PERMIT
4	08/11/00	ISSUED FOR PERMIT
5	08/11/00	ISSUED FOR PERMIT

**PRELIMINARY**

THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

HUTID: 118  
 1330 N. GALEN PARKWAY  
 SAN JOSE, CA 95128

DATE: 08/11/00  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 PROJECT: [blank]



LOT -1  
 BLOCK 2  
 VOL. 9574 PG. 3  
 A.P.N. 16572-002-0010

EXHIBIT A

1 LEASE EXHIBIT





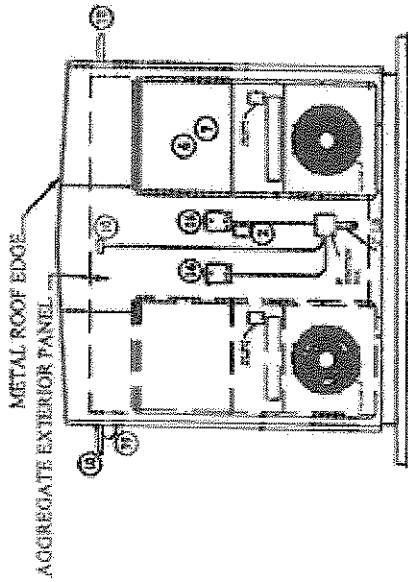
**Exhibit C-8**

1. Site specific provisions for hut site at 13330 Kyle Seale Parkway (John Igo Branch of San Antonio Public Library)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

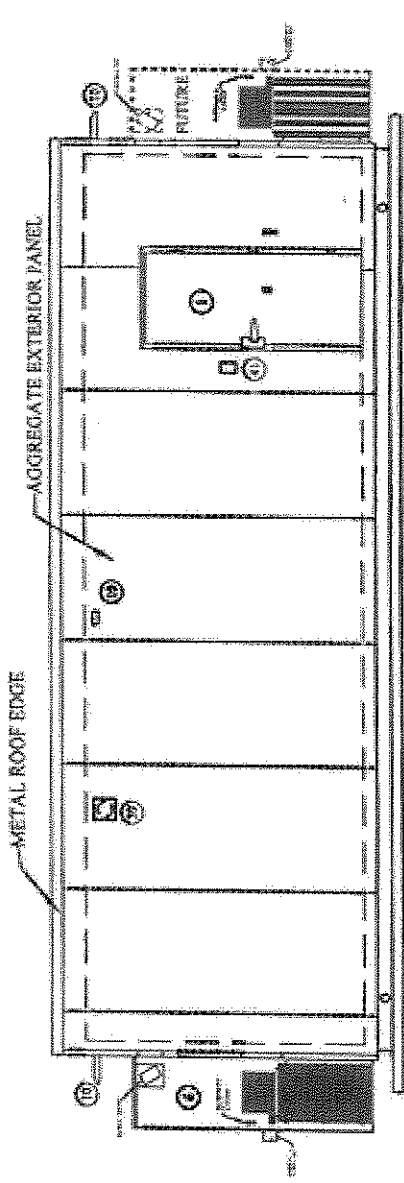


Exhibit D-8

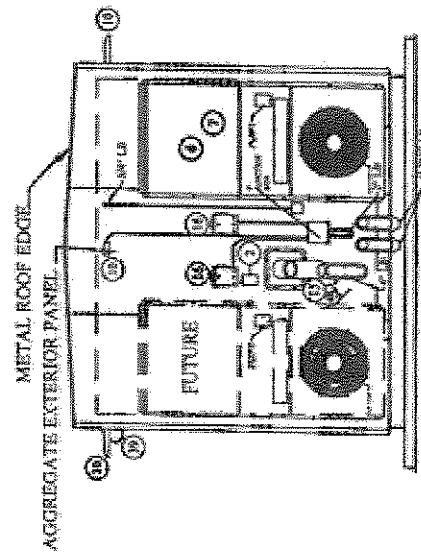
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



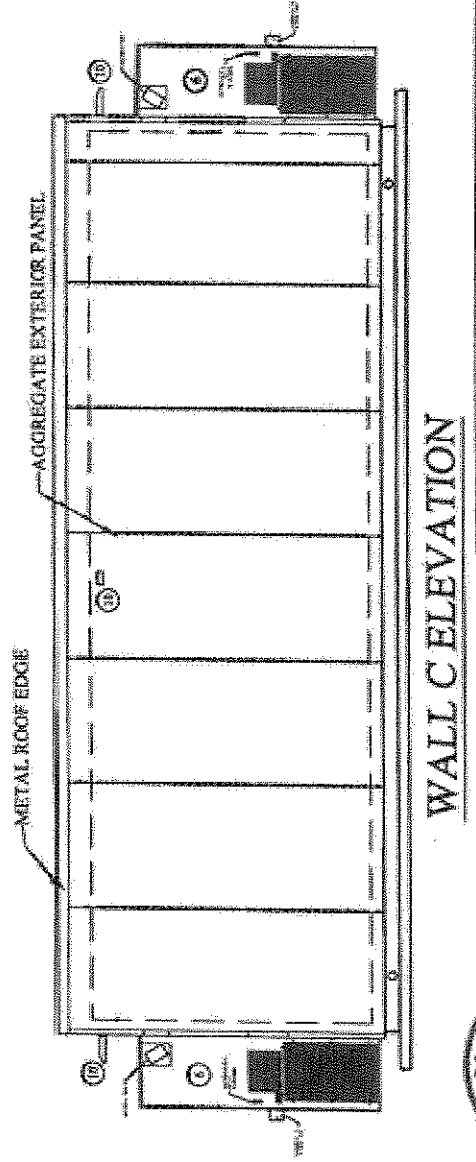
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION





Exhibit A-9

PREMISE DESCRIPTION

PER TITLE REPORT PROVIDED BY ACCURATE GROUP ON JULY 9TH 2015. THERE ARE NO METERS AND BOUNDS OF RECORD FOR THE 90.0884 ACRE TRACT, WHICH CAME OUT OF THREE DIFFERENT TRACTS. COUNTY/CITY RECORDS INDICATE DEVELOPMENT ADDRESS OF 10750 NACOGDOCHES RD, NCB 11964 BLK LOT TR-A (2.0474 AC), TR-B (81.091AC) & TR-C (6.950) REMS ACCT PER PLAT 9599/103-108 FILED 12-5-08 FOR 2009. SEE C-1 SURVEY FOR PLOTTED CONFIGURATION.

LEASE DESCRIPTION:

THAT PORTION OF LAND GRANTED TO THE CITY OF SAN ANTONIO AS PER DEED RECORDED MAY 10, 1950 IN VOLUME 2835, PAGE 32, BEXAR COUNTY RECORDS IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RE-BAR MARKING THE MOST WESTERLY CORNER OF LOT 9, N.C.B. 11964; THENCE S48°33'01"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9, 262.35 FEET; THENCE S41°26'43"W, 107.62 FEET TO THE POINT OF BEGINNING; THENCE S40°11'42"W, 16.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S40°11'42"W, 16.00 FEET; THENCE N49°48'18"W, 44.57 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N49°48'18"W, 5.43 FEET; THENCE N40°11'42"E, 32.00 FEET; THENCE S49°48'18"E, 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "A" AS DESCRIBED ABOVE, SAID POINT BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 39.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N45°41'33"E; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°28'12", AN ARC DISTANCE OF 50.01 TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 111.00 FEET; THENCE SOUTHWESTERLY



ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°28'08", AN ARC DISTANCE OF 107.46 FEET TO THE BEGINNING OF A CONCAVE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°33'15", AN ARC DISTANCE OF 33.70 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°18'05", AN ARC DISTANCE OF 250.86 FEET; THENCE N49°07'54"W, 21.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF NACOGDOCHES ROAD.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHEASTERLY RIGHT-OF-WAY OF NACOGDOCHES ROAD.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S86°13'10"W, 16.40 FEET; THENCE S74°17'47"W, 54.14 FEET TO A POINT ON THE CENTERLINE OF THE PREVIOUSLY DESCRIBED ACCESS/UTILITY EASEMENT AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE NORTHEASTERLY LINE OF THE PREVIOUSLY DESCRIBED ACCESS/UTILITY EASEMENT.



**Exhibit B-9**

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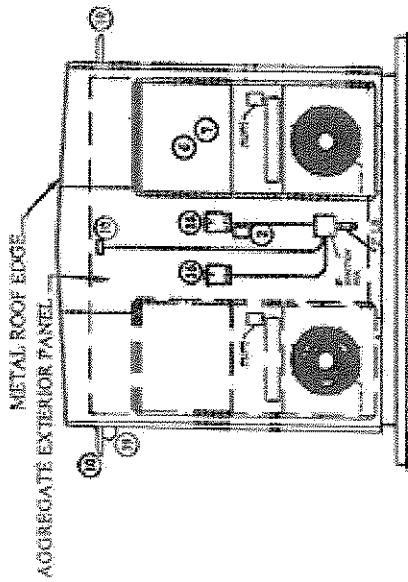
**Exhibit C-9**

1. Site specific provisions for hut site at 10750 Nacogdoches Rd (Fire Station #39)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

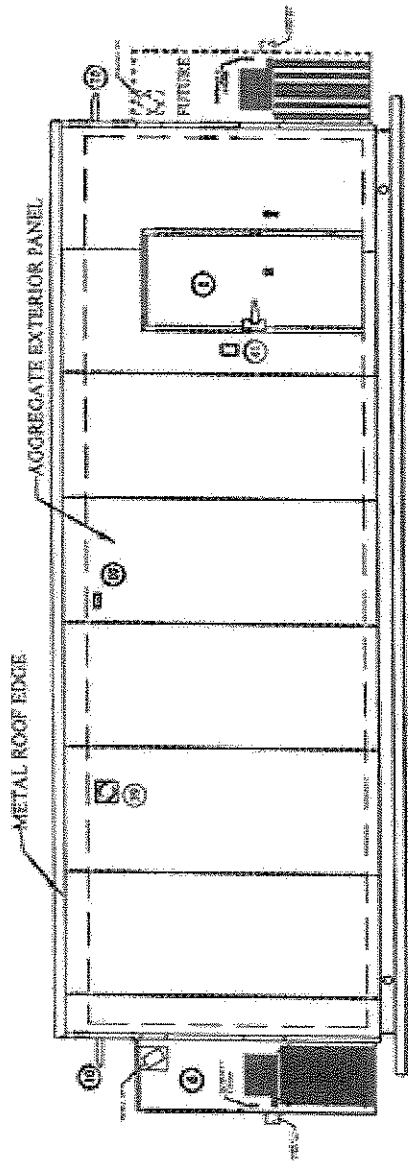


Exhibit D-9

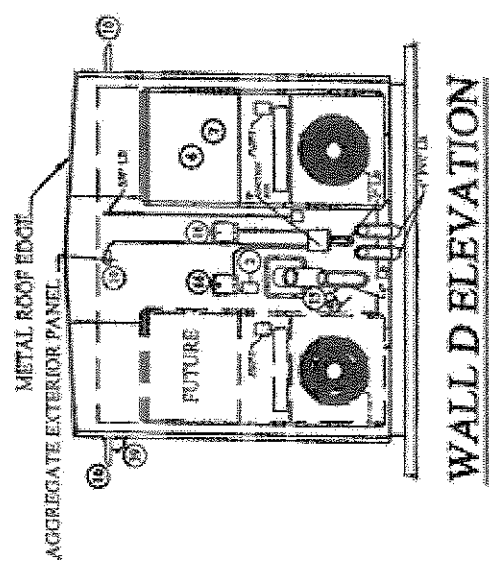
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



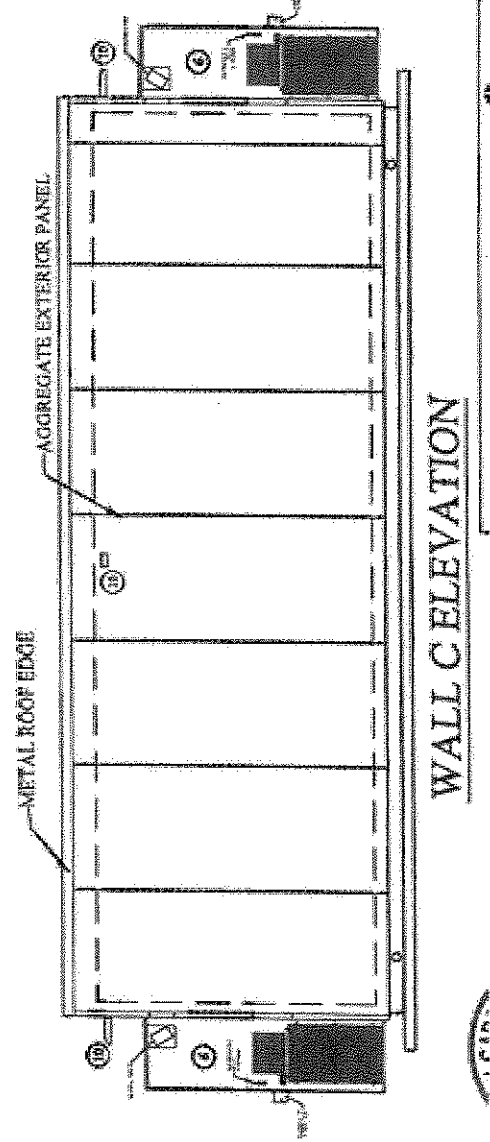
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION





Exhibit A-10

PREMISE DESCRIPTION

A 1.884 ACRE (82,082.00 SQUARE FOOT) TRACT OF LAND OUT OF A 2.0577 ACRE TRACT AS RECORDED IN VOLUME 8698, PAGE 1369, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS, SAID 2.0577 ACRE TRACT BEING ORIGINALLY OUT OF LOT 4, BLOCK 2, N.C.B. 14864, GUST AN ECKERT ESTATE SUBDIVISION, SAN ANTONIO, BEXAR COUNTY, TEXAS, AS RECORDED IN VOLUME 980, PAGE 388, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS, SAID 1.884 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: AT A SET IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF PRUE ROAD FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT SAID POINT BEING N 89 DEG 49' 00" E, A DISTANCE OF 235.00 FEET FROM THE NORTHWEST CORNER OF THE ABOVE MENTIONED LOT 4, BLOCK 2, N.C.B. 14864;

THENCE: CONTINUING ALONG SAID PRUE ROAD, N 89 DEG 49' 00" E, A DISTANCE OF 214.20 FEET TO AN IRON PIN FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: DEPARTING SAID PRUE ROAD, S 00DEG 19' 00" E, A DISTANCE OF 478.65 FEET TO AN IRON PIN FOUND IN THE SOUTH LINE OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: S 73DEG 28' 00" W, A DISTANCE OF 36.33 FEET TO AN IRON PIN FOUND IN THE WEST LINE OF SAID LOT 4 FOR THE MOST SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 40 DEG 32' 30" W, A DISTANCE OF 260.18 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 4, TO A SET IRON PIN FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: DEPARTING THE SAID SOUTHWEST LINE OF SAID LOT 4, N 00DEG 34' 26" E, A DISTANCE OF 234.00 FEET TO A SET IRON PIN FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE: N 17DEG 51' 35"W, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.884 ACRES (82,082.00 SQUARE FEET OF LAND.



LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S00°14'38"W, 39.07 FEET; THENCE N89°45'22"W, 32.00 FEET; THENCE N00°14'38"E, 50.00 FEET; THENCE S89°45'22"E, 32.00 FEET; THENCE S00°14'38"W, 10.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE NORTHEASTERLY CORNER OF THE TRACT OF LAND RECORDED IN VOLUME 8698, PAGE 1369 IN PLAT RECORDS OF BEXAR COUNTY, TEXAS; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINT OF PRUE ROAD AS SHOWN ON SAID TRACT S 89° 29' 12"W, 24.39 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID THE SOUTHERLY R.O.W. LINE, S 00° 14' 38" W, 18.78 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 31.58 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°27'57", AN ARC LENGTH OF 31.58 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 33.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°43'35", AN ARC LENGTH OF 45.34 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°05'36", AN ARC LENGTH OF 29.74 FEET; THENCE S 86° 04' 36" W, 58.79 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE EASTERLY RIGHT-OF-WAY OF PRUE ROAD AND ON THE EASTERLY LINE OF THE HEREIN DESCRIBED LEASE AREA.

UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N58°29'36"E, 68.96 FEET TO



A POINT ON THE CENTERLINE OF THE PREVIOUSLY DESCRIBED ACCESS/UTILITY EASEMENT AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHERLY LINE OF THE PREVIOUSLY DESCRIBED ACCESS/UTILITY EASEMENT AND ON THE EASTERLY LINE OF THE PREVIOUSLY DESCRIBED LEASE AREA.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT POINT "C" AS DESCRIBED ABOVE; THENCE N00°14'38"E, 74.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PRUE ROAD AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHERLY RIGHT-OF-WAY OF PRUE ROAD AND ON THE NORTHERLY LINE OF THE PREVIOUSLY DESCRIBED LEASE AREA.



**Exhibit B-10**

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**Exhibit C-10**

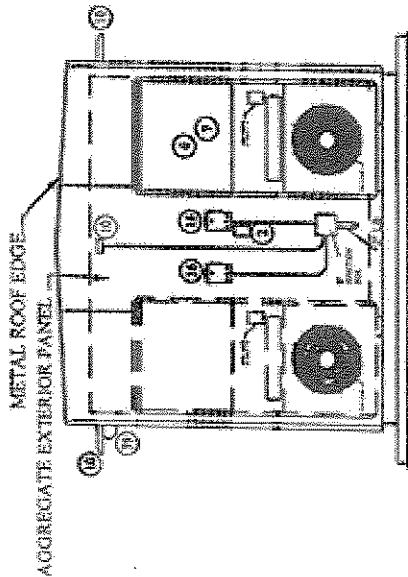
1. Site specific provisions for hut site at 5020 Prue Road
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.



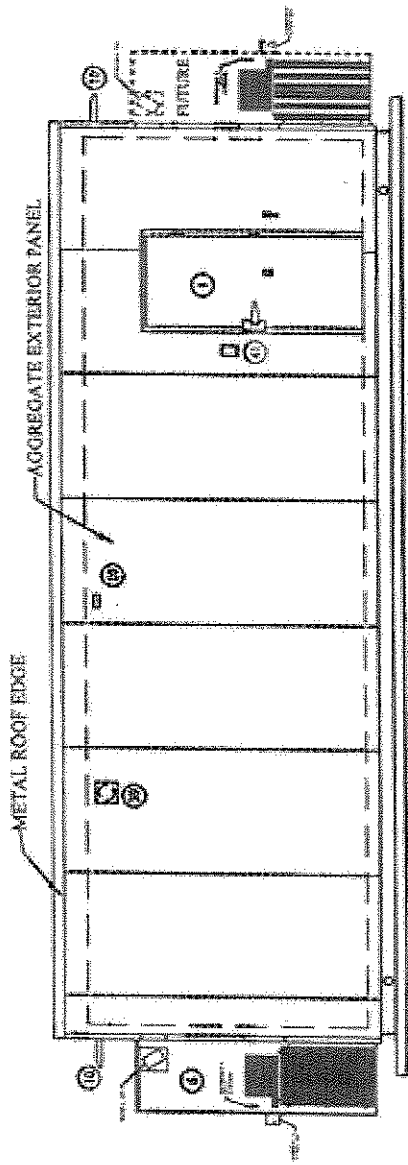


Exhibit D-10

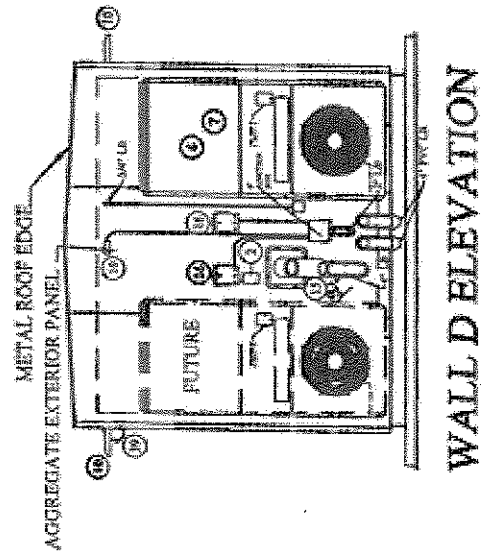
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



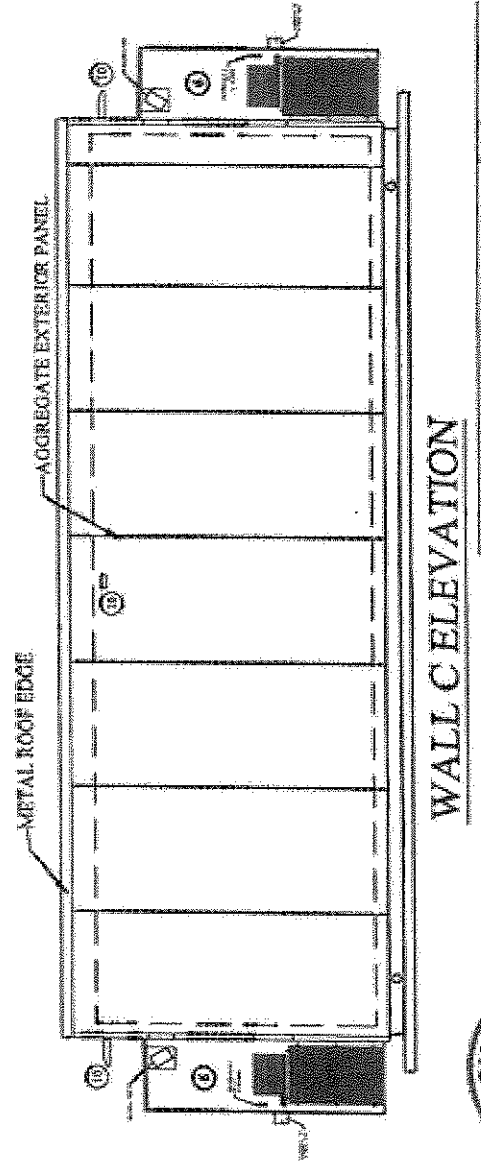
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION





Exhibit A-11

PREMISE DESCRIPTION:

1.241 ACRE TRACT OF LAND, BEING 1.140 ACRES OF LAND OUT OF A 36.94 ACRE TRACT OUT OF THE WM, A. WEETHERLY SURVEY NO. 357, ABSTRACT 812, COUNTY BLOCK 4997, AND THE 58.26 ACRE TRACT OUT OF THE JOHN BORSOS SURVEY NO. 1114, ABSTRACT 879, COUNTY BLOCK 4970, SAN ANTONIO, BEXAR COUNTY, TEXAS AND 0.014 ACRES OF LAND OUT OF A DRAINAGE EASEMENT AND 0.060 ACRES OF LAND OUT OF A SANITARY SEWER EASEMENT IS THOUSAND OAKS, UNIT-13, SAN ANTONIO, TEXAS, AS RECORDED IN VOLUME 8200, PAGE 154 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNINGS AT A POINT ON THE NORTHEAST R.O.W. LINE OF THOUSAND OAKS DRIVE, FOR THE SOUTHWESTERN CORNER OF SAID TRACT, SAID POINT BEING S 30° 02' 23" W, 18.35 FEET, S 48° 41' 52" E, A DISTANCE OF 66.28 FEET FROM THE SOUTHEASTERN CORNER OF LOT 46, BLOCK 25, N.C.B. 16496, THOUSAND OAKS, UNIT-14 AS RECORDED IN VOLUME 8700, PAGE 40 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE: LEAVING THE NORTHEAST R.O.W. LINE OF THOUSAND OAKS DRIVE, N 30° 02' 23" E, A DISTANCE OF 50.98 FEET TO A POINT AT AN ANGLE POINT ON THE EAST LINE OF A 65' DRAINAGE EASEMENT IN THOUSAND OAKS UNIT-13;

THENCE: ALONG THE COMMON LINE OF SAID DRAINAGE EASEMENT AND THIS TRACT, N 30° 02' 23" E," A DISTANCE OF 273.26 FEET TO A POINT ON THE SOUTHERN LINE OF LOT 45, BLOCK 25, N.C.B. 16496, THOUSAND OAKS UNIT-13, FOR NORTHWESTERN CORNER OF SAID TRACT;

THENCE: ALONG THE COMMON LINE OF LOT 45, BLOCK 25, N.C.B. 16496, THOUSAND OAKS, UNIT-13 AND THIS TRACT S 48 41' 52" E, A DISTANCE OF 159.72 FEET TO AN ANGLE POINT ON SAID COMMON LINE; THENCE: CONTINUING ALONG SAID LINE S 69° 03' 49" E, A DISTANCE OF 10.21 FEET TO A POINT FOR THE NORTHEASTERN CORNER OF SAID TRACT;



THENCE: ALONG THE EASTERN PROPERTY LINE OF SAID TRACT, S 30° 02' 23" E, A DISTANCE OF 327.86 FEET TO A POINT ON THE NORTHEAST R.O.W. LINE OF THOUSAND OAKS DRIVE FOR THE SOUTHEASTERN CORNER OF SAID TRACT;

THENCE: ALONG THE NORTHEAST R.O.W. LINE OF THOUSAND OAKS DRIVE, N 48° 41' 52" W, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.241 ACRES OF LAND, MORE OR LESS.



Exhibit A-11

LEASE DESCRIPTION

A PORTION OF DEED FILED IN VOLUME 2454, PAGE 1686, IN THE CITY OF SAN ANTONIO, COUNTY OF BEXAR, STATE OF TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N48°59'29"W, 6.12 FEET; THENCE N41°00'31"E, 32.00 FEET; THENCE S48°59'29"E, 50.00 FEET; THENCE S41°00'31"W, 32.00 FEET; THENCE N48°59'29"W, 43.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHEASTERN CORNER OF LOT 46, BLOCK 25, N.C.B. 16496, THOUSAND OAKS, UNIT-14 AS RECORDED IN VOLUME 8700, PAGE 40 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THOUSAND OAKS DRIVE S 48° 41' 52"E, 77.50 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY R.O.W. LINE, N 29° 47' 42" E, 258.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE NORTHEASTERLY RIGHT-OF-WAY OF THOUSAND OAKS DRIVE.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S29°47'42"W, 83.31 FEET; THENCE N60°12'18"W, 37.05 FEET TO THE END OF SAID STRIP.



**Exhibit B-11**

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DATE	03/20/12
PROJECT	2200 SHERIDAN ROAD
DRAWN BY	JA
CHECKED BY	MAP

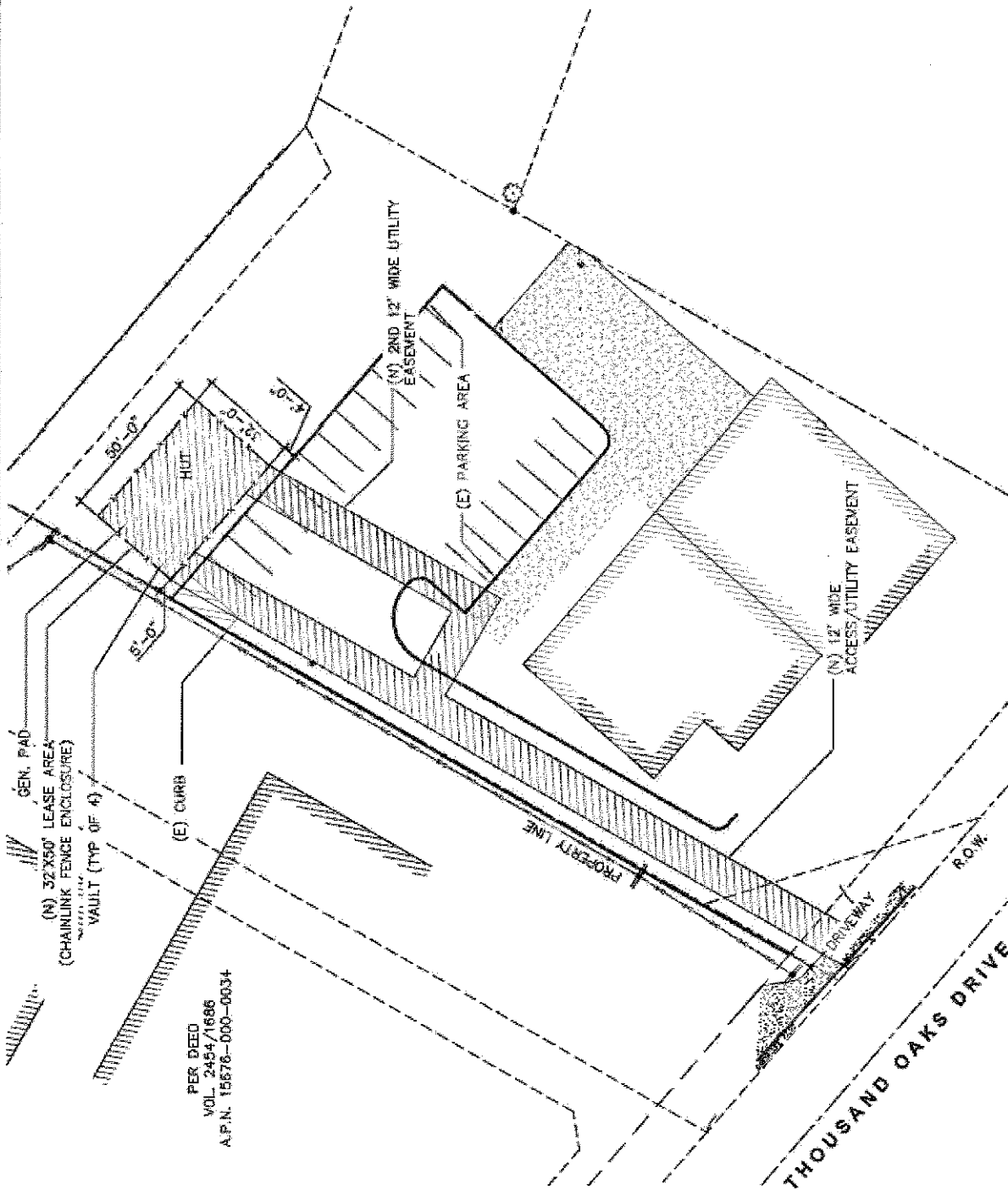
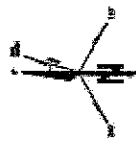
PROPERTY	
NO.	
AREA	
PERMITS	
REMARKS	



HUT ID: 121  
 2515 HIGHLAND  
 CANTON  
 SACRAMENTO COUNTY

DATE: 03/20/12  
 SHEET: 1 OF 1

LE-1



PER DEED  
 VOL. 2454/1686  
 A.P.N. 15576-000-0034



EXHIBIT A

1 LEASE EXHIBIT



**Exhibit C-11**

**PROVISIONS**

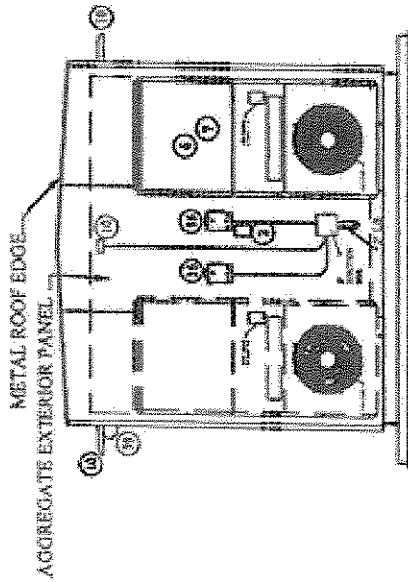
1. Site specific provisions for hut site at 2515 Thousand Oaks Drive (Fire Station #14)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.



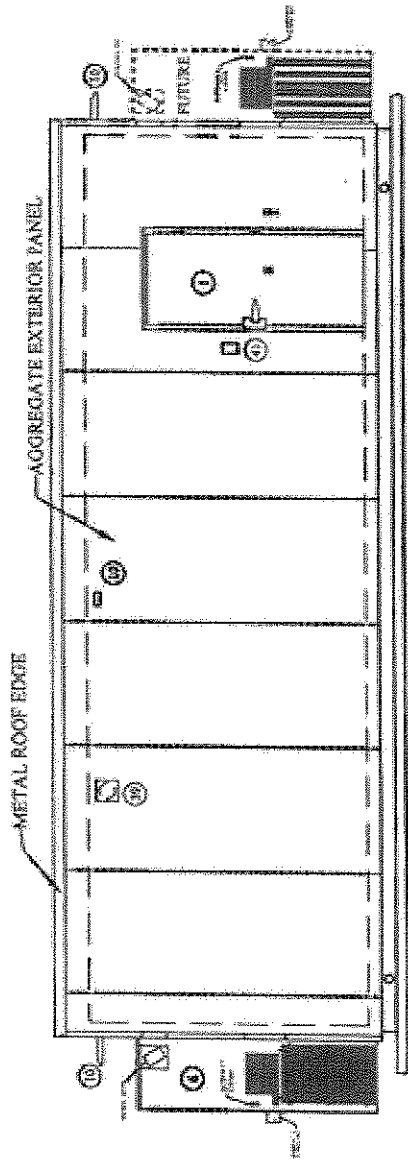


Exhibit D-11

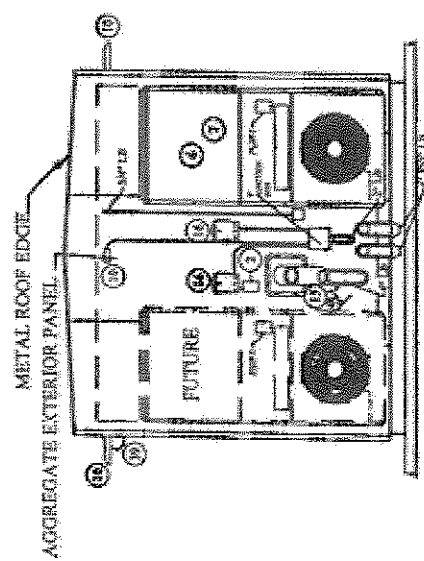
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



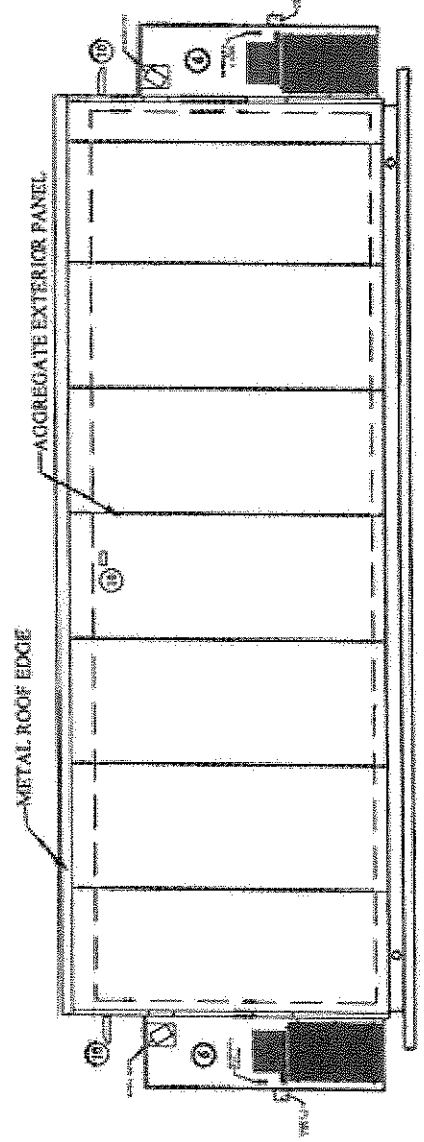
WALL B ELEVATION



WALL A ELEVATION

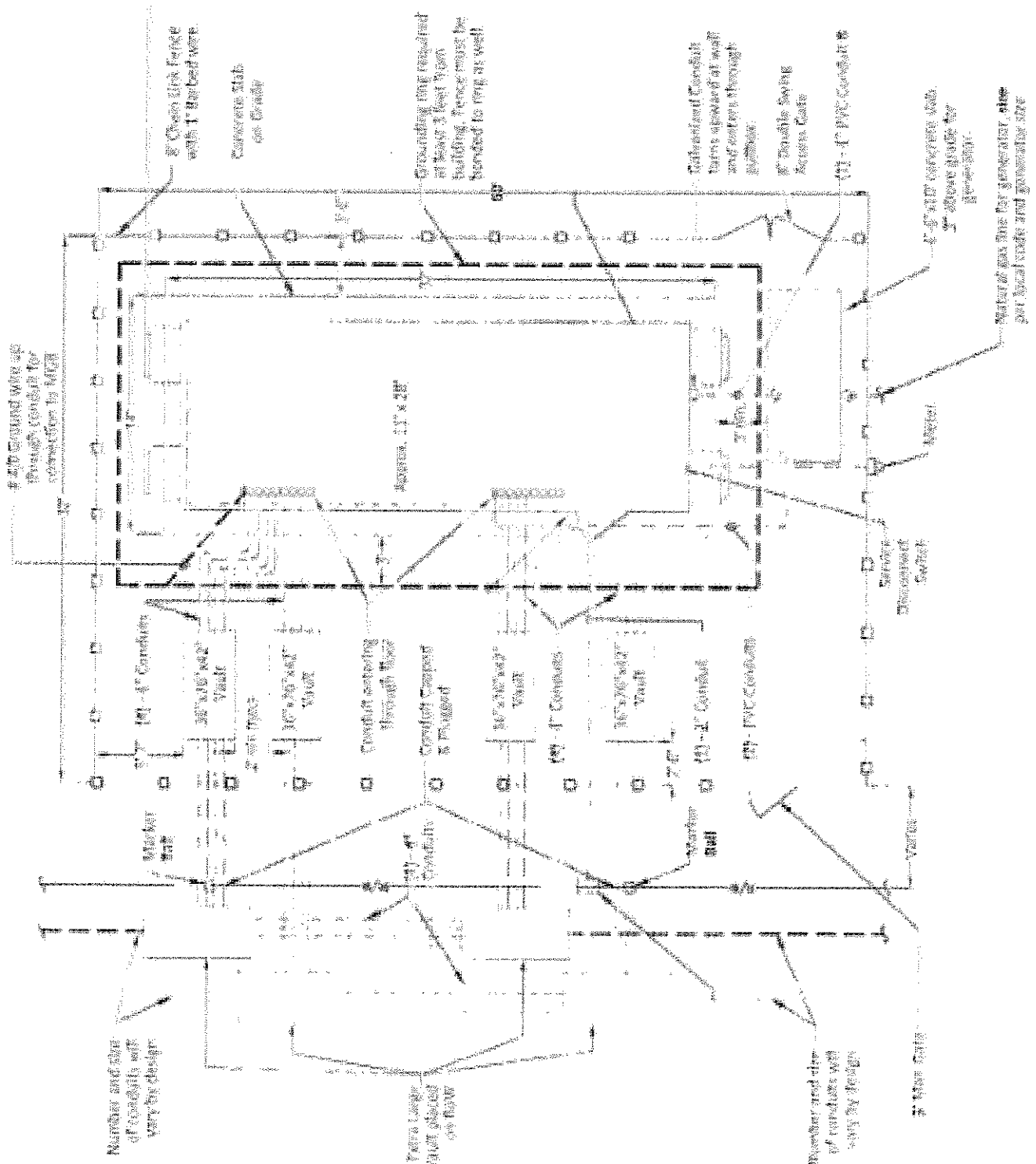


WALL D ELEVATION



WALL C ELEVATION





#10 Ground wire up through conduit for connection to MTR

3" Chain Link Fence with 1" Barbed wire

Concrete Slab on Grade

Approx. 11' x 28'

Grounding ring required at least 2 feet from building. Fence must be bonded to ring at well.

Galvanized Conduit runs around at well and out on through rubber.

3" Double Swing Screen Gate

11-1" PVC Conduit @

1" x 1/2" copper into 3" above floor to generator.

Number and size for generator, also per local code and generator size.

Number and size of conduits will vary by design.

Two large 6" x 6" ducts on floor

Number and size of conduits will vary by design.

3" Chain Link



Exhibit A-12

PREMISE DESCRIPTION

2.7439 ACRES OF LAND OUT OF THAT PORTION OF THE L.C. GROTHAUS SURVEY NO. 12, ABSTRACT NO. 930, COUNTY BLOCK 4936, AS RECORDED IN VOLUME 6693 PAGE 981 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING: AT AN IRON PIN SET FOR THE MOST SOUTHWESTERLY CORNER OF THIS TRACT BEING IN THE NORTH RIGHT-OF-WAY LINE OF EVANS ROAD VOLUME 6538 PAGE 696 AND BEING THE FOLLOWING COURSES FROM THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STONE OAK PARKWAY (A PUBLIC RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF EVANS ROAD (A PUBLIC RIGHT-OF-WAY) AS RECORDED IN VOLUME 6538 PAGE 696 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS: S 09 DEG 09' 49" E 573.78 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 957.00 FEET, A CENTRAL ANGLE OF 71 DEG 38'24", A TANGENT LENGTH OF 690.72 FEET, AN ARC LENGTH OF 1196.59 FEET AND A CHORD WHICH BEARS S 44 DEG 59'02" E 1120.15 FEET TO A POINT OF TANGENCY; S 80 DEG 48'14" B 164.08 FEET TO THE POINT OF BEGINNING;

THENCE: N 33 DEG 32'17" B 45.50 FEET TO AN IRON PIN SET; THENCE: N 49 DEG 41'46" E 247.95 FEET TO AN IRON PIN SET FOR THE MOST NORTHWESTERLY CORNER OF THIS TRACT; THENCE: S 80 DEG 48'14" E 429.52 FEET TO AN IRON PIN SET IN THE EAST BOUNDARY LINE OF 244.656 ACRES AS RECORDED IN SUBSTITUTE TRUSTEE'S DEED IN VOLUME 5383 PAGE 1235 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS; THENCE: S 21 DEG 55'32" W 280.40 FEET ALONG THE EAST PROPERTY LINE OF SAID 244.656 ACRES TO AN IRON PIN SET FOR THE MOST SOUTHEASTERLY CORNER OF THIS TRACT; THENCE: WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF EVANS ROAD AS RECORDED IN VOLUME 6538 PAGE 696 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS THE FOLLOWING COURSES:

N 65 DEG 57'50" W 44.48 FEET TO AN IRON PIN SET FOR A POINT OF CURVATURE; NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 963.00 FEET, A CENTRAL ANGLE OF 14 DEG 50'23", A TANGENT LENGTH OF 125.41 FEET, AN ARC LENGTH OF 249.42 FEET AND A CHORD WHICH BEARS N 73 DEG 23'01" W 248.72 FEET TO AN IRON PIN SET FOR A POINT OF TANGENCY; N 80 DEG 48'14" W 257.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.7439 ACRES OF LAND.

Exhibit A-12



LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S12°14'59"W, 43.96 FEET; THENCE N77°45'01"W, 32.00 FEET; THENCE N12°14'59"E, 50.00 FEET; THENCE S77°45'01"E, 32.00 FEET; THENCE S12°14'59"W, 6.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF BLOCK 2, NEW CITY BLOCK 17601 AS RECORDED IN VOLUME 9550, PAGE 104 PLAT RECORDS OF BEXAR COUNTY, TEXAS; THENCE ALONG THE SOUTHERLY LINE THEREOF S 80° 47' 50"W, 257.89 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 963.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°56'41", AN ARC LENGTH OF 116.72 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID THE SOUTHERLY LINE TO THE BEGINNING OF NON-TANGENT CONCAVE SOUTHWESTERLY, HAVING A RADIAL BEARING THROUGH SAID POINT THAT BEARS N69°59'13"W AND HAVING A RADIUS OF 62.31 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°30'22", AN ARC LENGTH OF 106.03 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHERLY LINE OF LOT 1 OF BLOCK 2, NEW CITY BLOCK 17601 AS RECORDED IN VOLUME 9550, PAGE 104 PLAT RECORDS OF BEXAR COUNTY, TEXAS AND TO THE EASTERLY LINE OF THE HEREINAFTER DESCRIBED LEASE AREA.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S12°14'59"W, 24.79 FEET TO THE END OF SAID STRIP.



**Exhibit B-12**



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1785 CHARLESTON ROAD
   
 DALLAS, TEXAS 75240

PROJECT NO. 120
   
 DRAWN BY: JA
   
 CHECKED BY: JWB

4700 W. CAMPBELL STREET, SUITE 100
   
 DALLAS, TEXAS 75243

DATE:	12/01/2010
PROJECT NO.:	120
DRAWN BY:	JA
CHECKED BY:	JWB
SCALE:	AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/01/10
2	REVISED AS SHOWN	12/01/10
3	REVISED AS SHOWN	12/01/10
4	REVISED AS SHOWN	12/01/10
5	REVISED AS SHOWN	12/01/10

HWT ID: 120
   
 11455 W. CAMPBELL ROAD
   
 SAN ANTONIO, TX 78249
   
 BEXAR COUNTY

HWT ID: 120
   
 11455 W. CAMPBELL ROAD
   
 SAN ANTONIO, TX 78249
   
 BEXAR COUNTY

LEASE EXHIBIT
   
**LE-1**

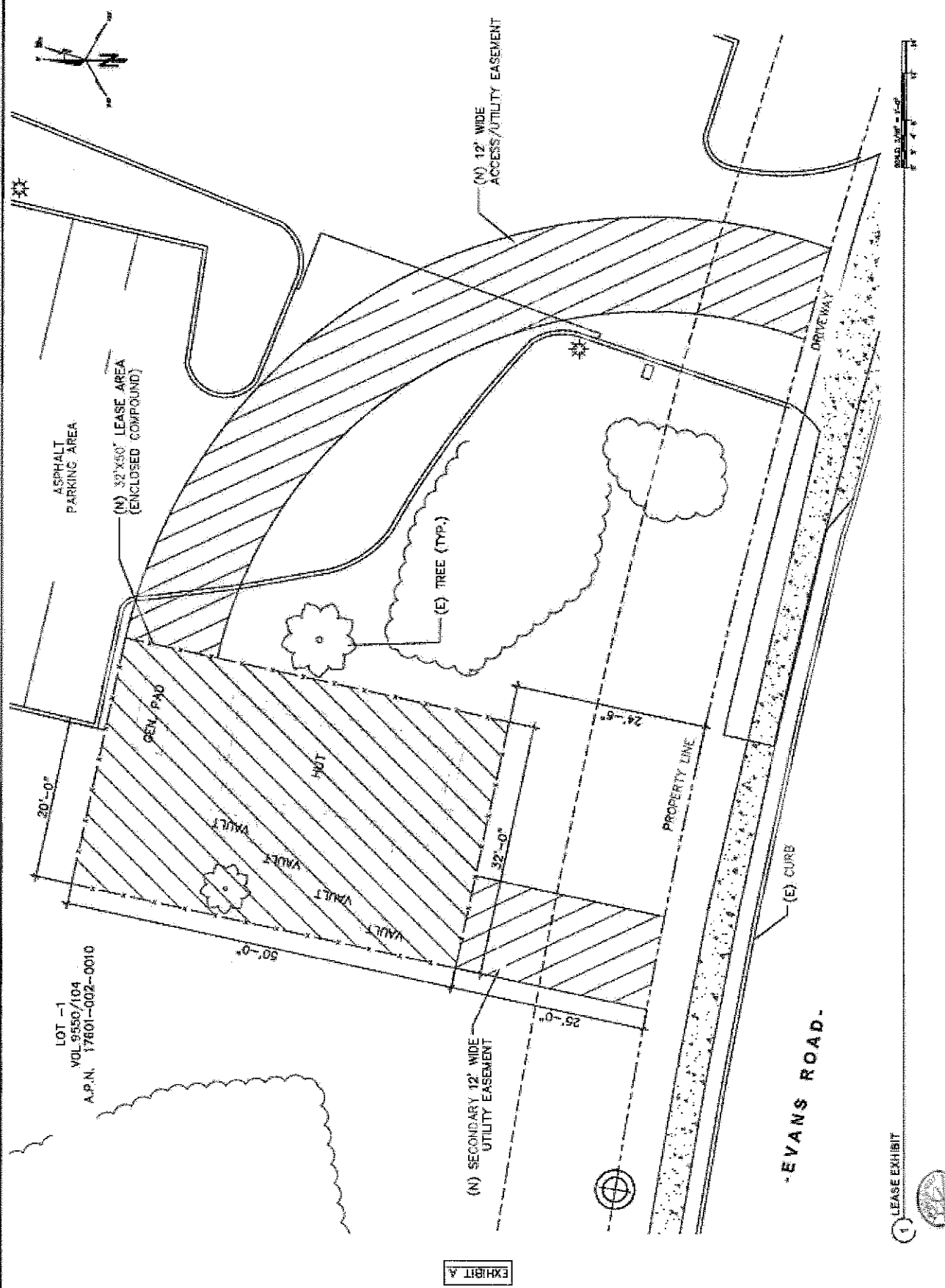


EXHIBIT A

1 LEASE EXHIBIT



**Exhibit C-12**

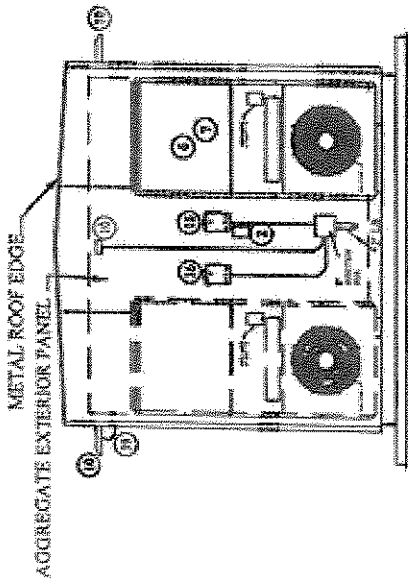
1. Site specific provisions for hut site at 1165 Evans Road (Fire Station #46)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.



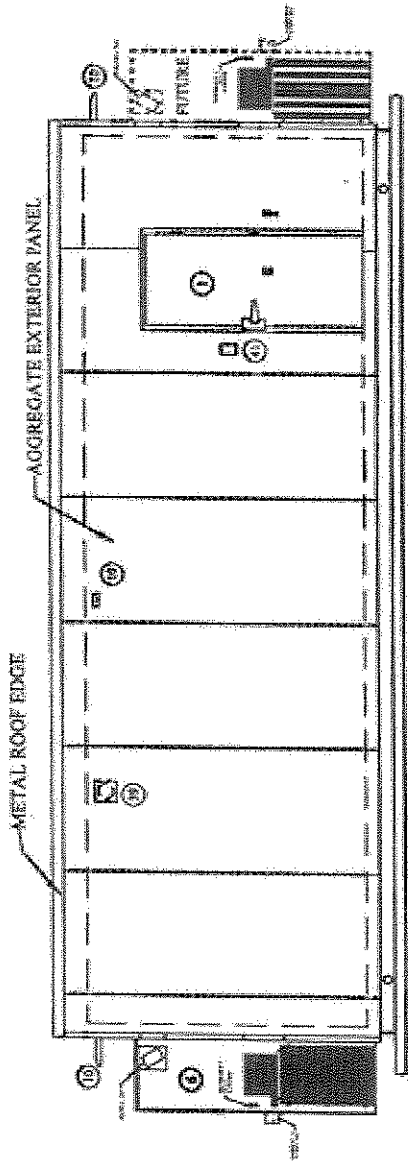


Exhibit D-12

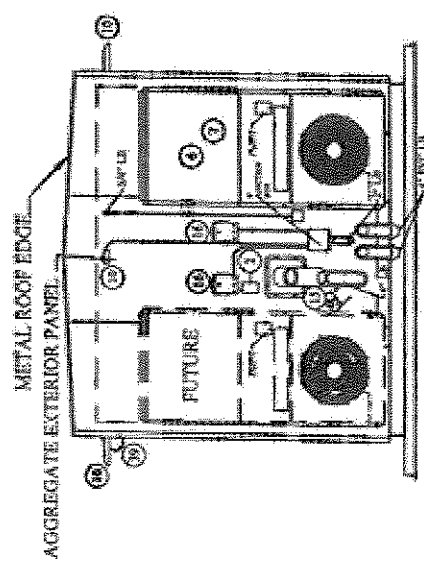
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



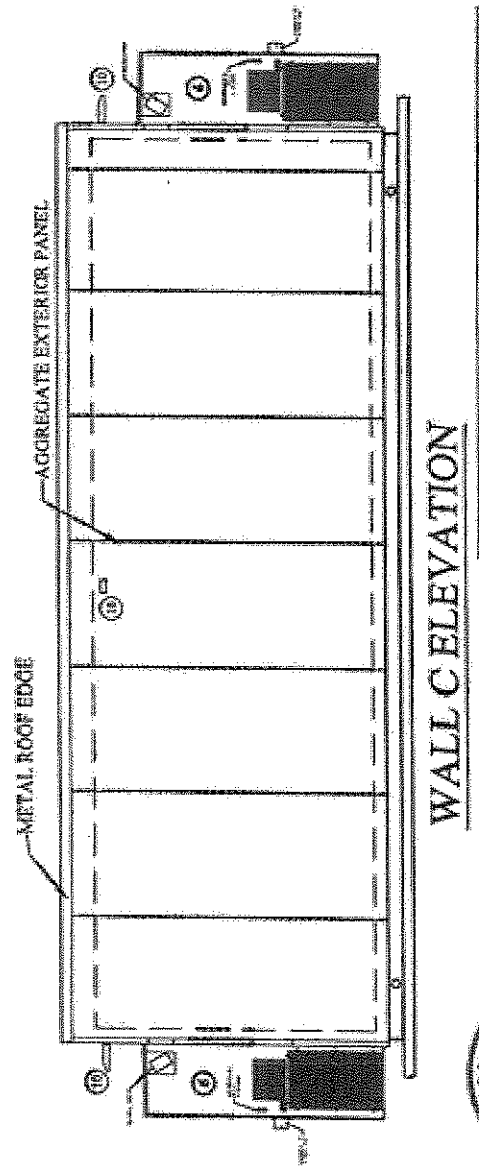
WALL B ELEVATION



WALL A ELEVATION

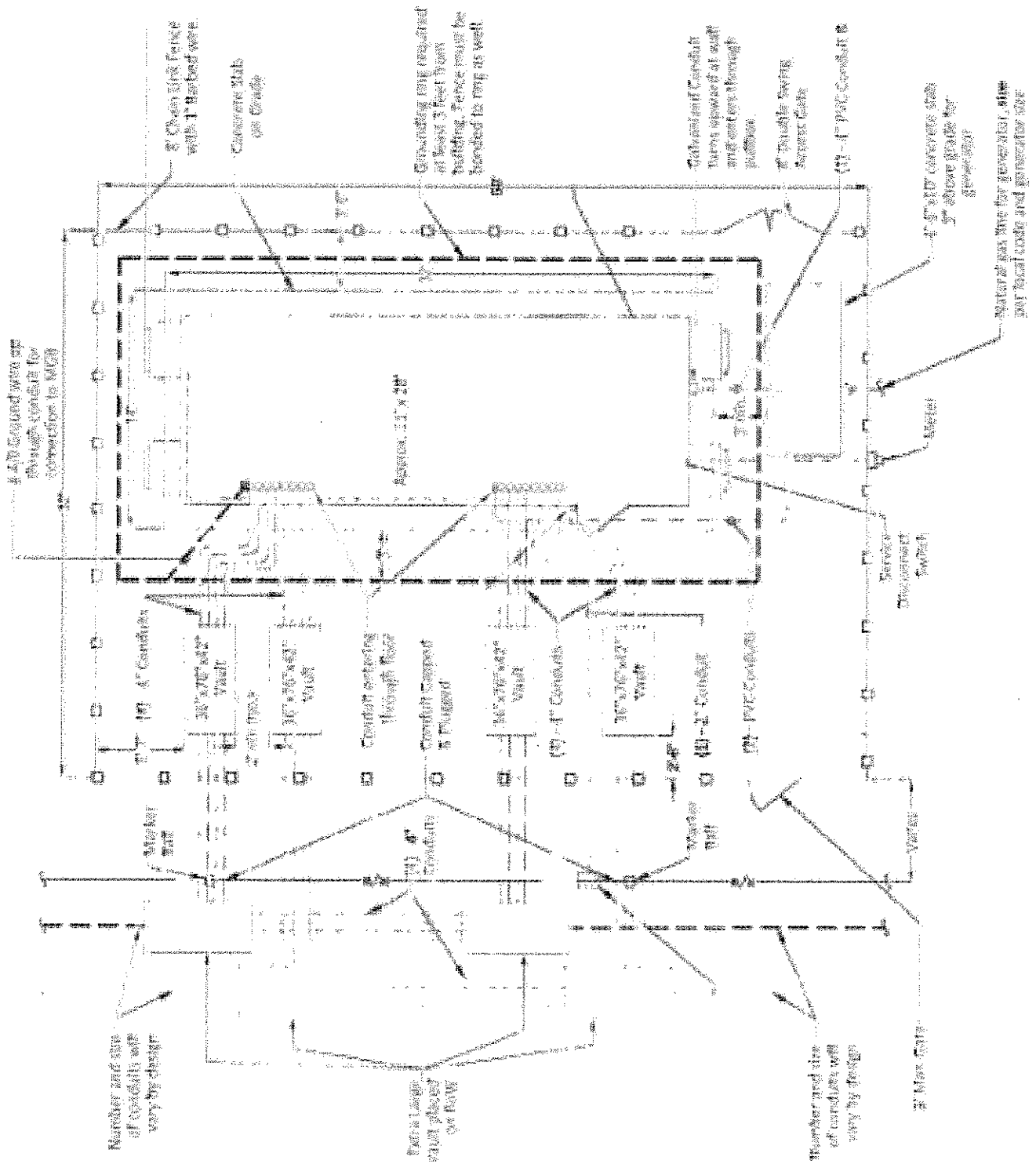


WALL D ELEVATION



WALL C ELEVATION





2-1/2" Round wire on through conduit for connection to MW

8' Chain Link Fence with 1' Barbed wire

Concrete Slab on Grade

Grounding wire required at least 3 feet from building. Fence posts to be bonded to ring as well.

Cable and Conduit runs spaced at 48" with conduit through pattern

2" Double Entry Street Gate

11'-1" PVC Conduit

4" x 12" concrete slab 3" above grade for generator

Material per line for generator, also per local code and generator size

Number and size of conduits will vary by design

Pair's Loop still placed on ROW

Number and size of conduits will vary by design

3" Max. Gate



Exhibit A-13

PREMISE DESCRIPTION

\*\*BASED ON SURVEY WHICH INCLUDES LOTS 3, 40, 41, 42 & 59\*\*\*

TRACT 1 (CITY OF SAN ANTONIO) - BEING 2.6289 ACRES OF LAND BEING THE REMAINING PORTION OF A 6.59 ACRE TRACT OF LAND AND BEING ALL OF LOTS 40, 41 AND 42, ALICE MATHEWS SUBDIVISION, RECORDED IN VOLUME 5140, PAGE 208 AND LOT 3 AS SHOWN IN SAID ALICE MATHEWS SUBDIVISION, ALL IN NEW CITY BLOCK 10755, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS;

A 2.6289 ACRE, OR 114,515 SQUARE FEET TRACT OF LAND BEING OUT OF THE REMAINING PORTION OF A 6.59 ACRE TRACT OF LAND, CONVEYED TO OHI ASSET, LLC, DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 11441, PAGES 1176-1180 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, COMPRISED OF ALL OF LOTS 40, 41, AND 42 OF THE ALICE MATHEWS SUBDIVISION, RECORDED IN VOLUME 5140, PAGE 208 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND LOT 3 AS SHOWN IN SAID ALICE MATHEWS SUBDIVISION, ALL LOCATED WITHIN THE N.C.B. 10755 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. SAID 2.6289 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996) FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE:

BEGINNING: AT A FOUND 1/2" IRON ROD AT THE NORTH CUTBACK OF THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF RICE ROAD, A 60 FOOT PUBLIC RIGHT-OF-WAY, AND THE EAST RIGHT-OF-WAY OF SOUTH W. W. WHITE ROAD (LOOP 13), A 120 FOOT PUBLIC RIGHT-OF-WAY, A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: N 89 DEG 42' 24" E, ALONG AND WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID RICE ROAD, A DISTANCE OF 279.65 FEET TO A SET 1/2" IRON ROD WITH CAP MARKED "LNV SA" AT THE NORTHEAST CORNER OF SAID LOT 42, THE NORTHWEST CORNER OF LOT 59 OF THE WILLOW SPRINGS HOME ACRES SUBDIVISION, RECORDED IN VOLUME 6700, PAGE 161 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;



THENCE: S 00 DEG 59' 25" E, ALONG AND WITH THE WEST LINE OF SAID LOT 59, PASSING AT A DISTANCE OF 243.10 FEET, A FOUND IRON ROD, FOR THE SOUTHEAST CORNER OF SAID LOT 42, THE NORTHEAST CORNER OF SAID LOT 3, AND CONTINUING ALONG AND WITH THE WEST LINE OF SAID LOT 59 A TOTAL DISTANCE OF 369.69 FEET TO A FOUND IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 59, THE SOUTHEAST CORNER OF SAID LOT 3, ON THE NORTH LINE OF LOT 6 H OF THE BELIEVERS CHRISTIAN CENTER SUBDIVISION, RECORDED IN VOLUME 9545, PAGE 174 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: S 89 DEG 32' 21" W, ALONG AND WITH THE SOUTH LINE OF SAID LOT 3, THE NORTH LINE OF SAID LOT 6 H, A DISTANCE OF 311.97 FEET TO A SET 1/2" IRON ROD WITH CAP MARKED "LNVSA", ON THE EAST RIGHT-OF-WAY LINE OF AFOREMENTIONED SOUTH W.W. WHITE ROAD (LOOP 13), FROM WHICH A FOUND 1/2" IRON ROD FOR THE SOUTHWEST CORNER OF A CALLED 0.015 ACRE 5-FOOT RIGHT-OF-WAY DEDICATION RECORDED IN VOLUME 8707, PAGE 717-721 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, BEARS S 89 DEG 32' 21" W, A DISTANCE OF 5.00 FEET; THENCE: N 00 DEG 37' 50" W, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH W.W. WHITE ROAD (LOOP 13), PASSING AT A DISTANCE OF 127.54 FEET, THE SOUTHWEST CORNER OF SAID LOT 40, AND CONTINUING ALONG AND WITH THE WEST LINE OF SAID LOT 40 FOR A TOTAL DISTANCE OF 335.74 TO A SET 1/2" IRON ROD WITH CAP MARKED "LNV SA", FOR A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AT THE SOUTH CORNER OF THE AFOREMENTIONED CUTBACK; THENCE: N 40 DEG 15' 35" E, ALONG AND WITH SAID CUTBACK, A DISTANCE OF 45.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.6289 ACRES IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY MAP PREPARED BY LNV, INC.

TRACT 2  
(STERLING ACQUISITION CORPORATION) - LOT 59, WILLOW SPRINGS HOME SUBDIVISION, RECORDED IN VOLUME 6700, PAGE 161 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

ALL WITHIN A PORTION OF BEING OVER A PORTION OF LOT 3 BOOK 9545 PAGE 175 AND LOTS 40, 41 & 42 VOL. 6700 PAGE 161 IN THE CITY OF SAN ANTONIO TEXAS, BEXAR COUNTY RECORDS OF SAID COUNTY.



Exhibit A-13

LEASE DESCRIPTION:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N00°41'13"W, 26.00 FEET; THENCE N89°18'47"E, 41.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING THENCE N89°18'47"E, 9.00 FEET; THENCE S00°41'13"E, 32.00 FEET; THENCE S89°18'47"W, 50.00 FEET; THENCE N00°41'13"W, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N00°41'13"W, 321.49 FEET TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING IN THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N00°37'50"W, 21.00 FEET TO THE POINT OF BEGINNING, THENCE N89°18'47"E, 256.96 FEET TO A POINT HEREINAFTER REFERRED TO A POINT "A" AND THE END OF SAID STRIP.



**Exhibit B-13**

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1200 HARRINGTON ROAD
   
 ACQUICENTIA, CA 91301

1001 S. DOWELLAS ROAD
   
 COSTA MESA, CA 92626

1700 S. GARDEN ST.
   
 COSTA MESA, CA 92626

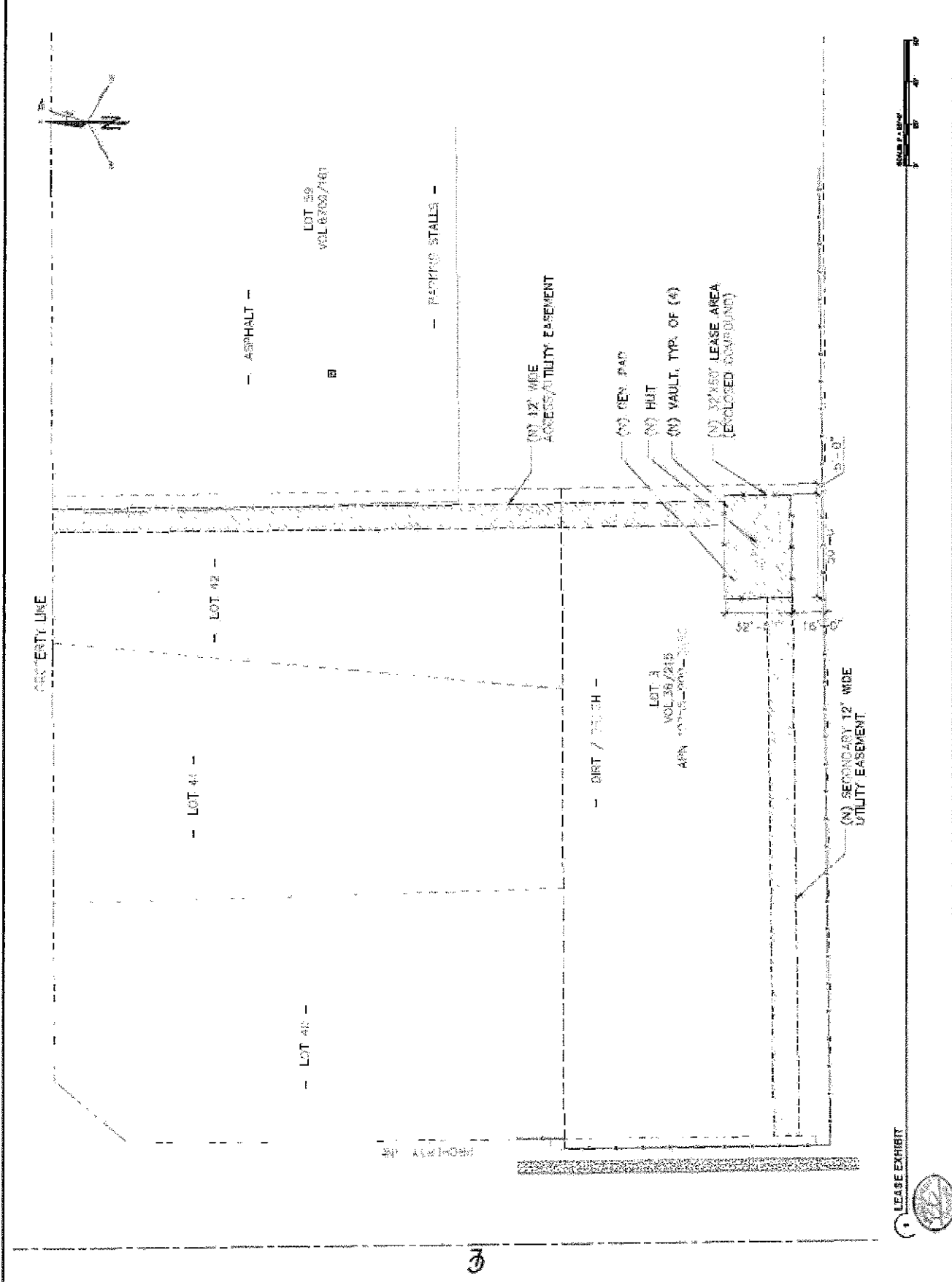
PROJECT NO.	117
PROJECT NAME	1000000007
PROJECT DATE	JA
CREATED BY	WSP
DATE	10/27/2017

NO.	DATE	DESCRIPTION
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2	10/27/2017	ISSUED FOR PERMITTING
3	10/27/2017	ISSUED FOR PERMITTING
4	10/27/2017	ISSUED FOR PERMITTING
5	10/27/2017	ISSUED FOR PERMITTING
6	10/27/2017	ISSUED FOR PERMITTING
7	10/27/2017	ISSUED FOR PERMITTING
8	10/27/2017	ISSUED FOR PERMITTING
9	10/27/2017	ISSUED FOR PERMITTING
10	10/27/2017	ISSUED FOR PERMITTING

PROJECT NO. 117
   
 PROJECT NAME 1000000007
   
 PROJECT DATE JA
   
 CREATED BY WSP
   
 DATE 10/27/2017

HUT ID: 117
   
 ADDRESS THE STREET
   
 FROM THE S.W. CORNER
   
 OF THE LOT TO THE
   
 S.W. CORNER OF THE
   
 REAR LOT

LEASE EXHIBIT
   
**LE-1**



1 LEASE EXHIBIT

**Exhibit C-13**

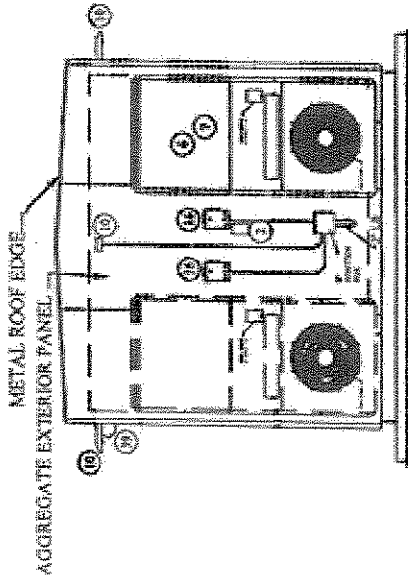
1. Site specific provisions for hut site for new location of Fire Station #18 on 800 block of Rice Road
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.



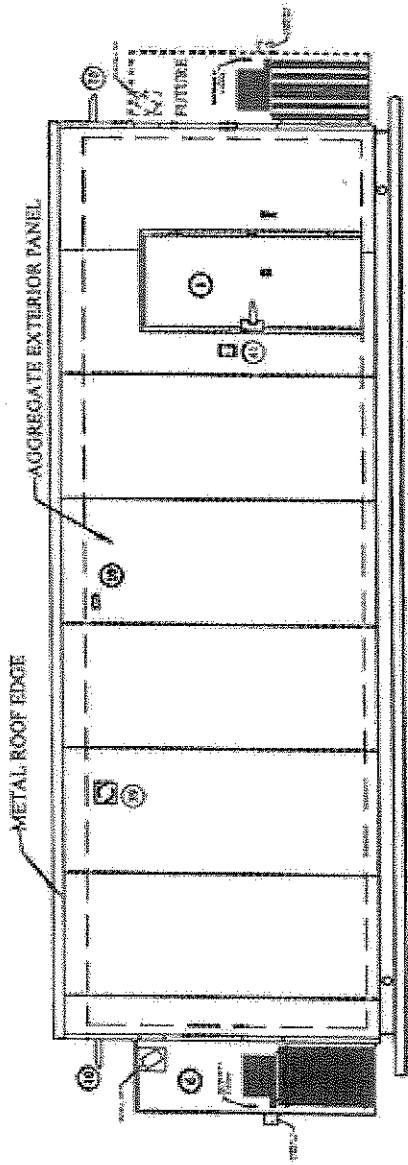


Exhibit D-13

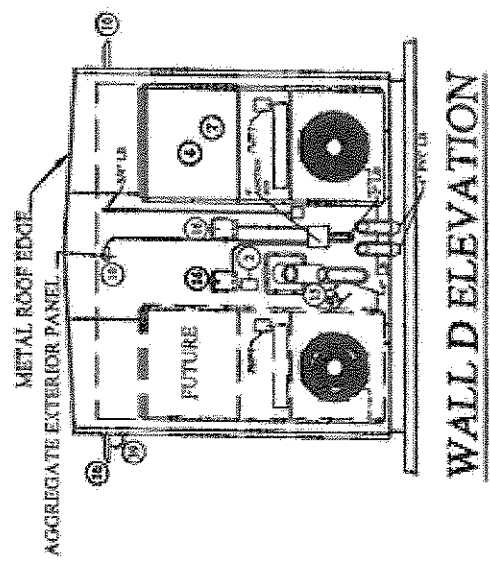
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



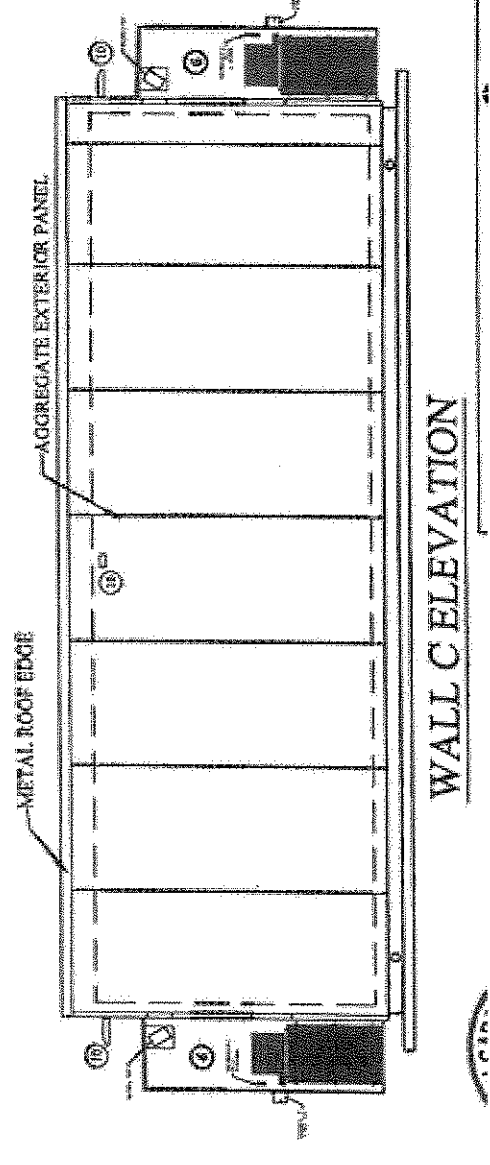
WALL B ELEVATION



WALL A ELEVATION

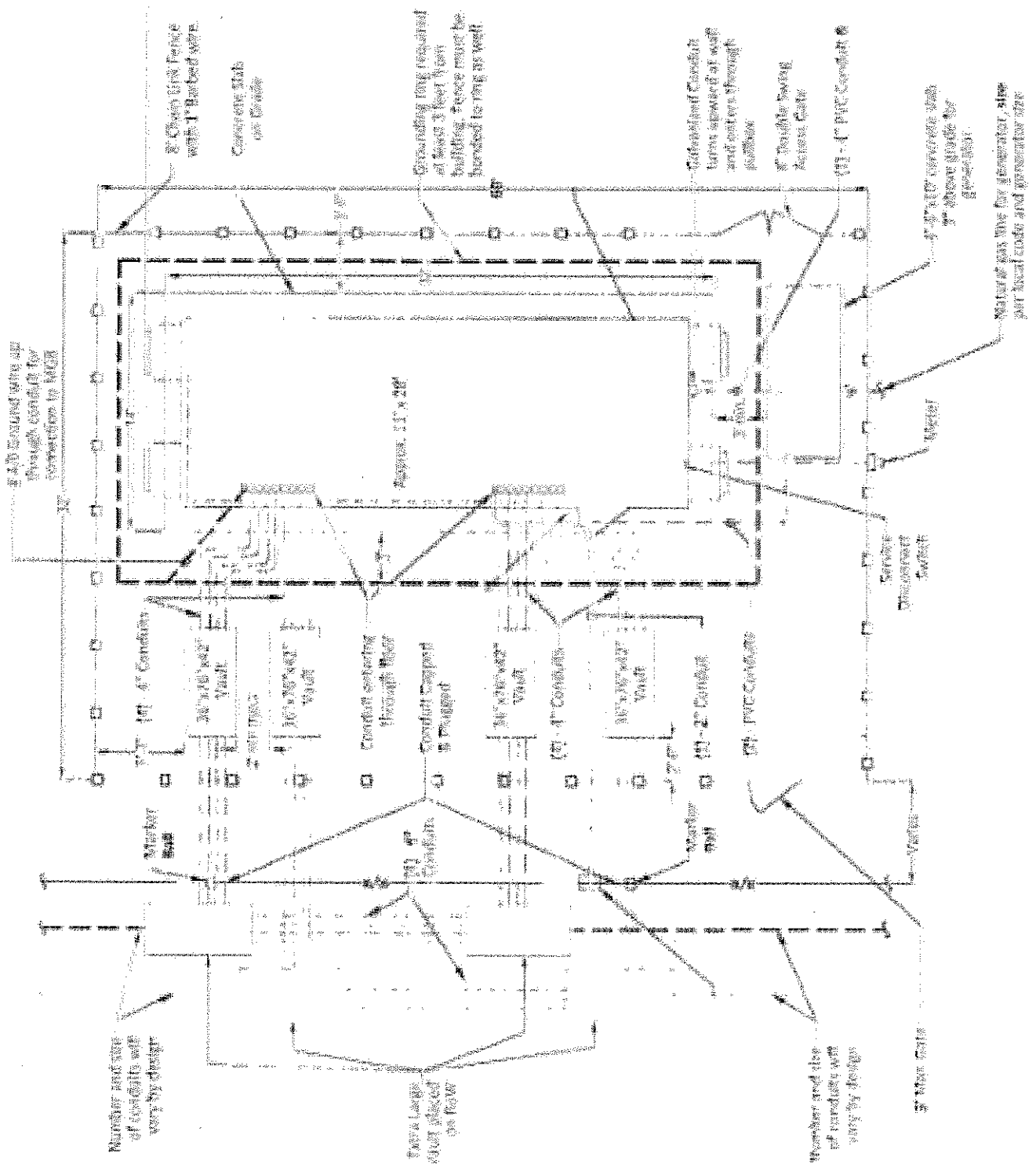


WALL D ELEVATION



WALL C ELEVATION





3-1/2\"/>

Number and size of conduits will vary by design

Two large duct placed on floor

Number and size of conduits will vary by design

3\"/>

2\"/>

Concrete Slab on Grade

Grounding ring required at least 3 feet from building. Fence must be bonded to ring as well.

Definitive Conduit runs outside of wall and enters through wall.

3\"/>

10-1/4\"/>

3\"/>

Material on line for generator, step and scaffolding and generator size



**Exhibit A-14**

**PREMISE DESCRIPTION**

BEING LOTS 20, 21 AND 22, IN BLOCK 63, NEW CITY BLOCK 15161 LACKLAND CITY SUBDIVISION, UNIT 33, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4900, PAGE 144, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS



Exhibit A-14

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S29°19'06"W, 6.35 FEET; THENCE N60°40'54"W, 32.00 FEET; THENCE N29°19'06"E, 50.00 FEET; THENCE S60°40'54"E, 32.00 FEET; THENCE S29°19'06"W, 43.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 20, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 391.35 FEET AND A RADIAL LINE THROUGH SAID POINT THAT BEARS S76°34'39"W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°02'25", AN ARC LENGTH OF 61.75 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOT 20, N79°39'50"W, 98.74 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE NORTHEASTERLY RIGHT-OF-WAY OF SUN VALLEY.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S87°33'28"E, 78.34 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF SUN VALLEY DRIVE AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON SAID WESTERLY RIGHT-OF-WAY OF SUN VALLEY DRIVE.



**Exhibit B-14**

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<p>CONSTRUCTION SOFTWARE FOR THE CONSTRUCTION INDUSTRY</p>	<p>BYERS ENGINEERING COMPANY 4000 CHANDLER DRIVE, SUITE 100 SAN ANTONIO, TEXAS 78217 Phone: (214) 349-0001</p>	<table border="1"> <tr><td>PROJECT NO.</td><td>113</td></tr> <tr><td>DATE</td><td>11/11/11</td></tr> <tr><td>DRAWN BY</td><td>JK</td></tr> <tr><td>CHECKED BY</td><td>MP</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>PROJECT</td><td>LEASE EXHIBIT</td></tr> </table>	PROJECT NO.	113	DATE	11/11/11	DRAWN BY	JK	CHECKED BY	MP	SCALE	AS SHOWN	PROJECT	LEASE EXHIBIT	<p><b>PRELIMINARY</b></p> <p>THIS DRAWING IS THE PROPERTY OF CIBER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CIBER.</p>	<p>HUT ID: 113</p> <p>4377 SUN VALLEY CDR SAN ANTONIO, TX 78207 SEMAR COUNTY</p>	<p>DATE: 11/11/11</p> <p>LEASE EXHIBIT</p>	<p><b>LE-1</b></p>
PROJECT NO.	113																	
DATE	11/11/11																	
DRAWN BY	JK																	
CHECKED BY	MP																	
SCALE	AS SHOWN																	
PROJECT	LEASE EXHIBIT																	

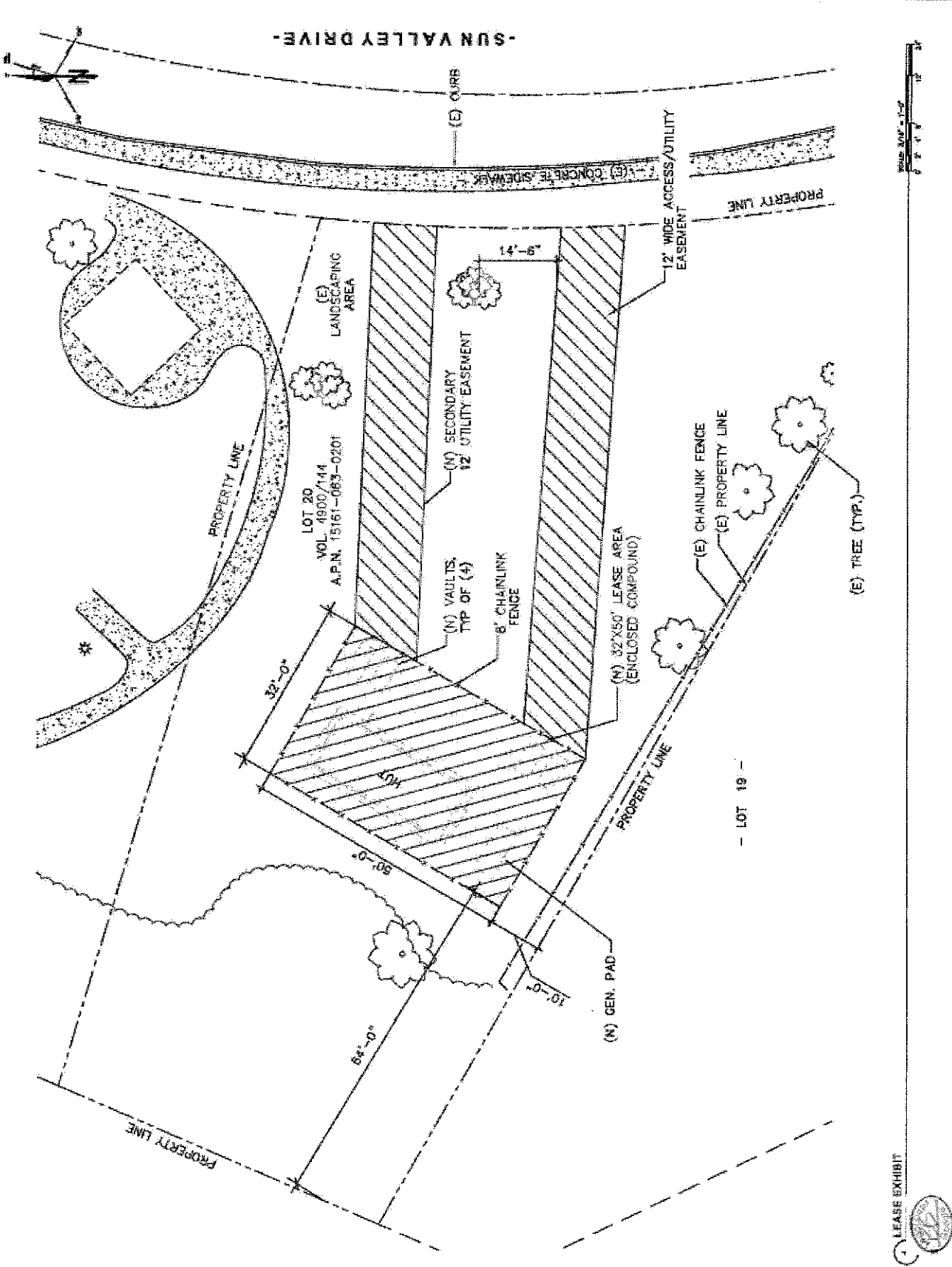


EXHIBIT A

LEASE EXHIBIT

- LOT 19 -

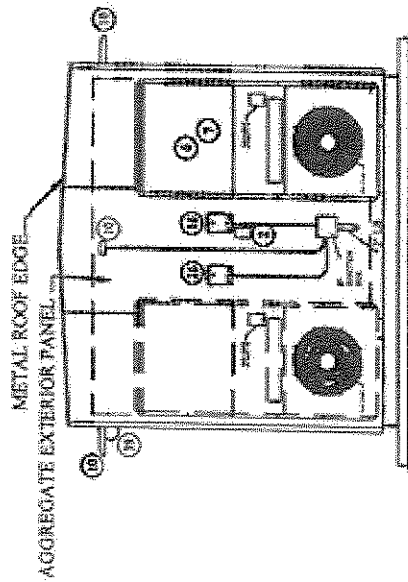
**Exhibit C-14**

1. Site specific provisions for hut site at 6307 Sun Valley Road (Johnston Branch of San Antonio Public Library)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

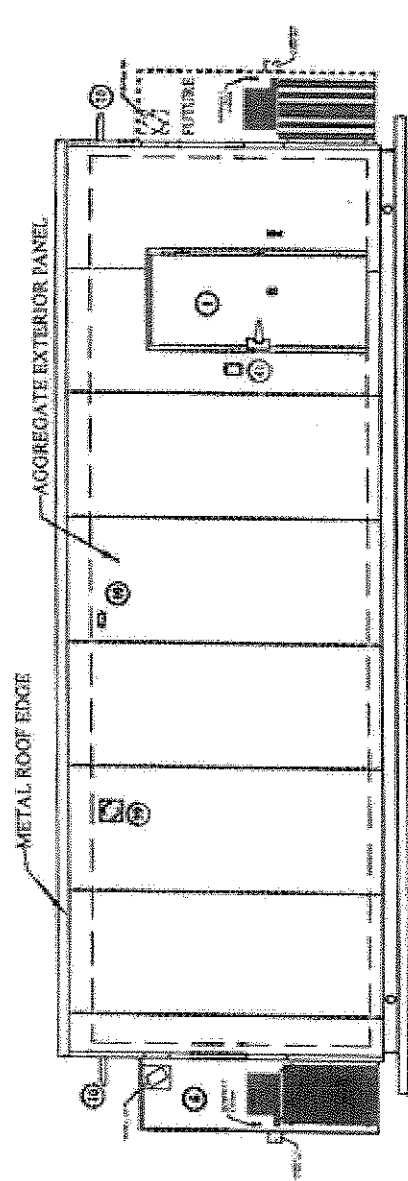


Exhibit D-14

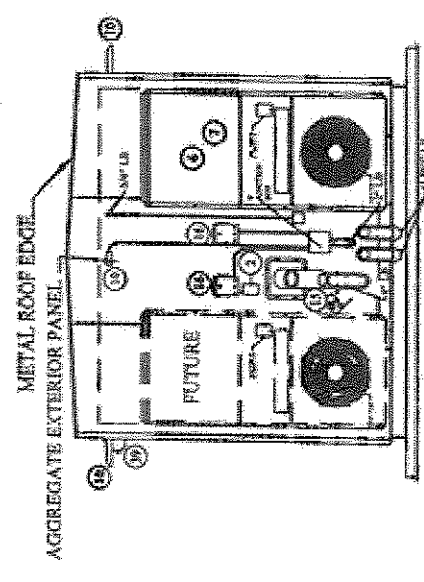
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



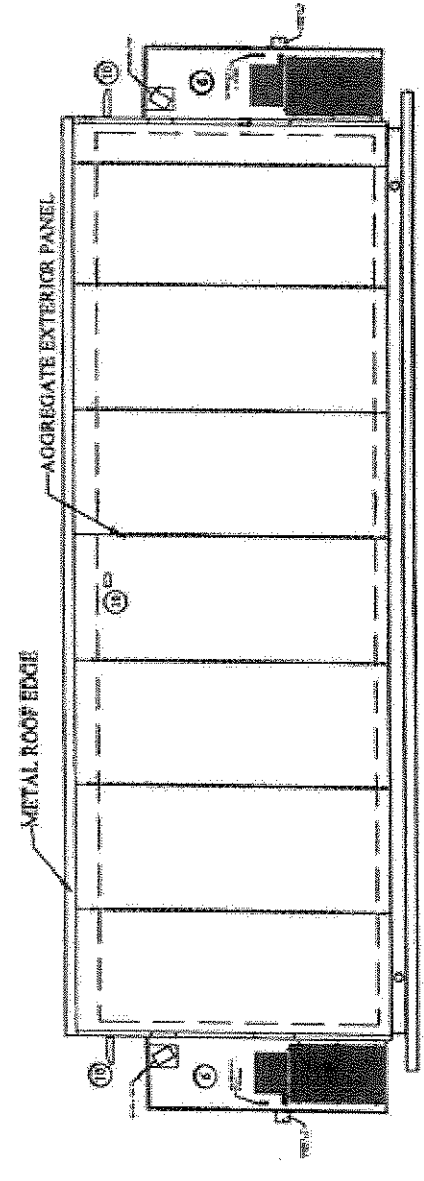
WALL B ELEVATION



WALL A ELEVATION



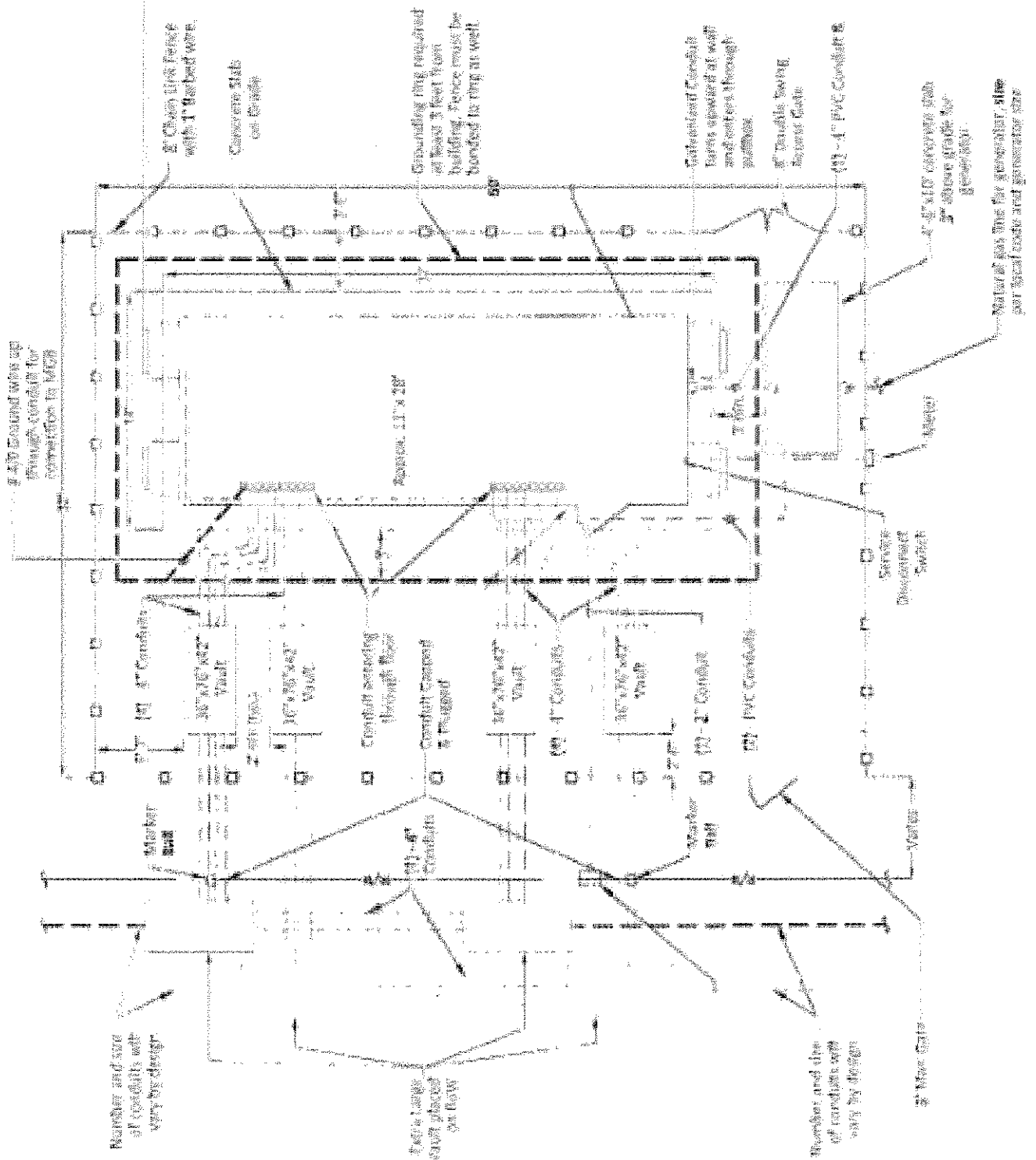
WALL D ELEVATION



WALL C ELEVATION







2.277 Ground wire up through conduit for connection to MCB

2' Chain Link Fence with 1" barbed wire

Concrete Slab on Gravel

Grounding ring required at least 3 feet from building. Fence must be bonded to ring at well.

Corrosion resistant conduit bars spaced at well and extend through padlock.

4" Double Sealing Master Code

M1 - 1" PVC Conduit

4" x 4" x 1/2" aluminum pad above grade for generator

Material pad for generator slip out based on generator size

Number and size of conduits with vary by design

Two large cover plates over placed on ROW

Number and size of conduits with vary by design

2" Max Gate



**Exhibit A-15**

PREMISE DESCRIPTION

LOT 2, BLOCK 10, NEW CITY BLOCK 12308, JOHN F. KENNEDY PARK, AN ADDITION IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 9517, PAGES 69-71, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



Exhibit A-15

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S05°47'30"W, 44.00 FEET; THENCE N84°12'30"W, 32.00 FEET; THENCE N05°47'30"E, 50.00 FEET; THENCE S84°12'30"E, 32.00 FEET; THENCE S05°47'30"W, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE THEREOF S05°47'30"W, 16.01 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE OF LOT 2, N84°12'30"W, 5.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THENORTHEASTERLY RIGHT-OF-WAY OF SOUTH WEST 28TH STREET.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S84°12'30"E, 25.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTHWEST 28TH STREET AND THE END OF SAID STRIP. THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE WESTERLY RIGHT-OF-WAY OF SOUTHWEST 28TH STREET.



**Exhibit B-15**

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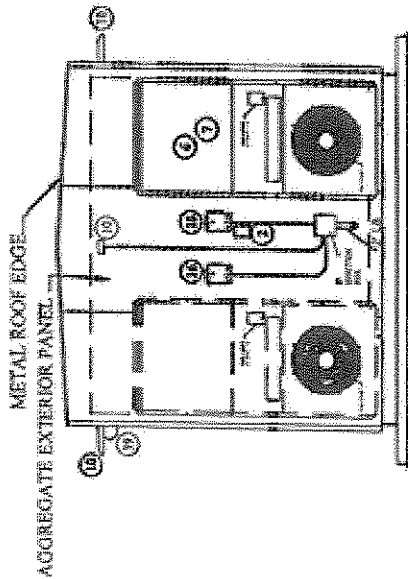
**Exhibit C-15**

1. Site specific provisions for hut site at 3101 Roselawn (Kennedy Park)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

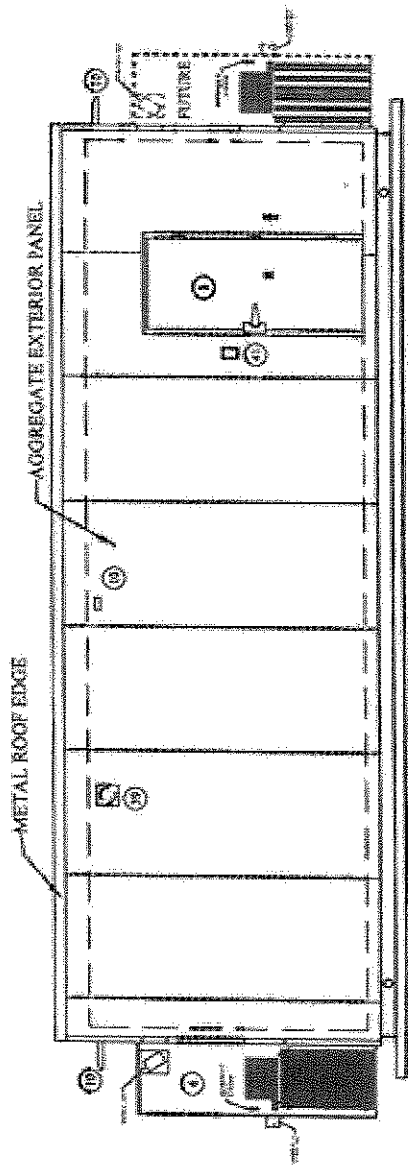


Exhibit D-15

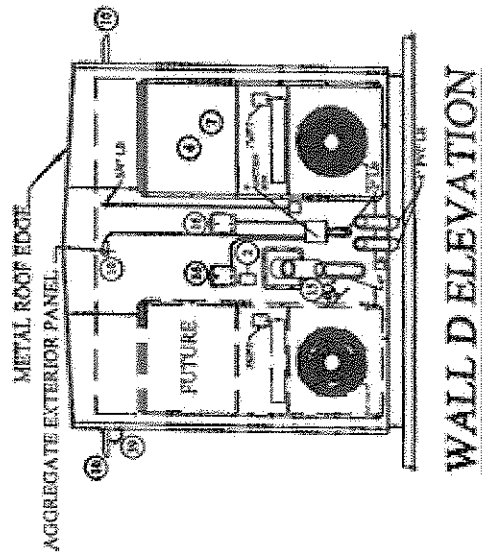
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



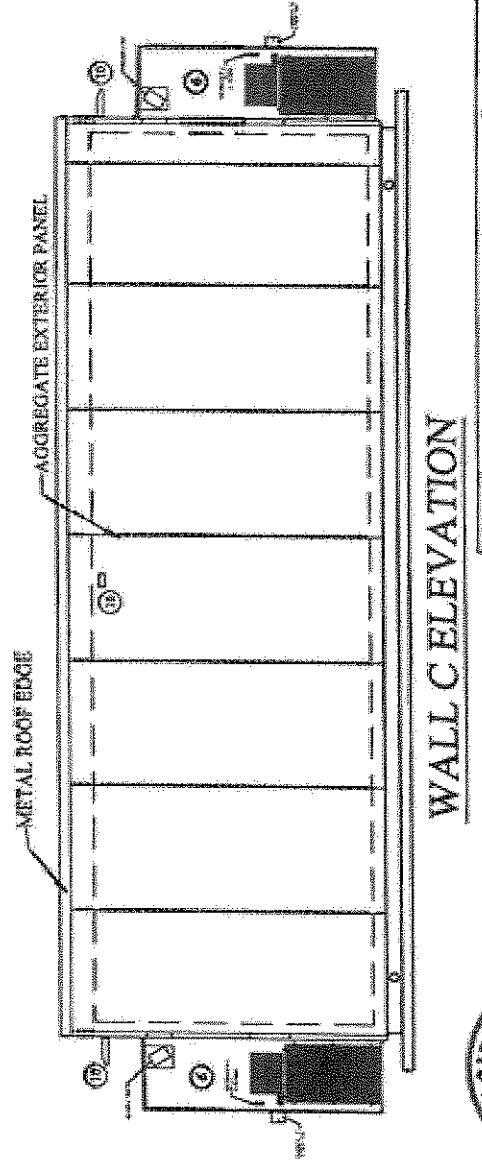
WALL B ELEVATION



WALL A ELEVATION



WALL D ELEVATION



WALL C ELEVATION







**Exhibit A-16**

PREMISE DESCRIPTION

ALL OF BLOCK NO. THIRTY-NINE (39), CITY BLOCK NO. THIRTY-THREE HUNDRED AND SEVEN (3307) CONTAINING 26 LOTS; BOUNDED ON THE NORTH BY HAMMOND AVENUE, ON THE EAST BY MITTMAN STREET ON THE SOUTH BY RIGSBY AVENUE AND ON THE WEST BY SOUTH GEVERS STREET, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS



**Exhibit A-16**

LEASE DESCRIPTION

A PORTION OF THE PREMISE, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N89°45'05"E, 44.00 FEET; THENCE S00°14'55"W, 32.00 FEET; THENCE S89°45'05"W, 50.00 FEET; THENCE N00°14'55"W, 32.00 FEET; THENCE N89°45'05"E, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF MITTMAN STREET AND HAMMOND AVENUE; THENCE S89°45'05"W, 353.79 FEET ALONG THE CENTERLINE OF HAMMOND AVENUE; THENCE LEAVING SAID CENTERLINE OF HAMMOND AVENUE S00°14'55"E, 30.00 FEET TO THE POINT OF BEGINNING AND THE NORTHERLY LINE OF BLOCK NO. THIRTY-NINE (39) OF SAID MAP; THENCE S00°14'55"E, 5.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N00°14'55"W, 5.00 FEET TO THE END OF SAID STRIP.



**Exhibit B-16**

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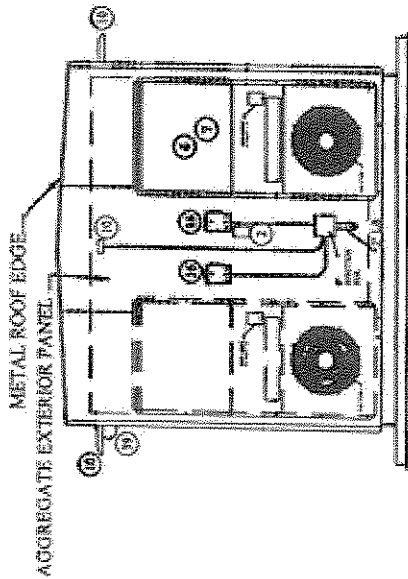
**Exhibit C-16**

1. Site specific provisions for hut site at 900 Rigsby Road (Highland Park)
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

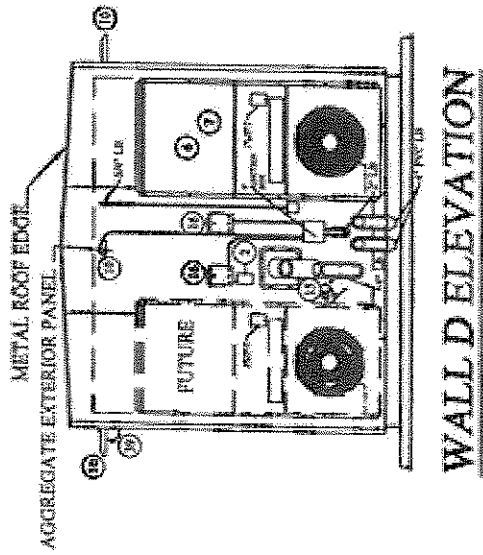


Exhibit D-16

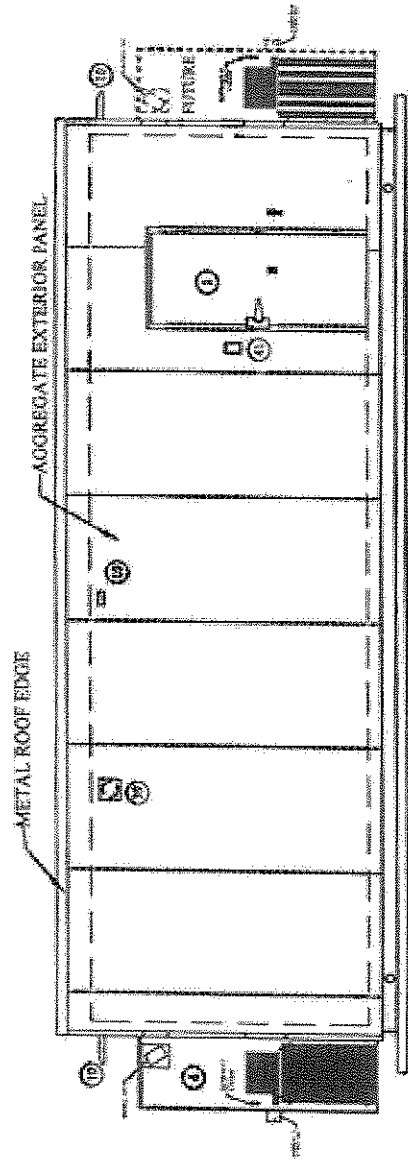
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



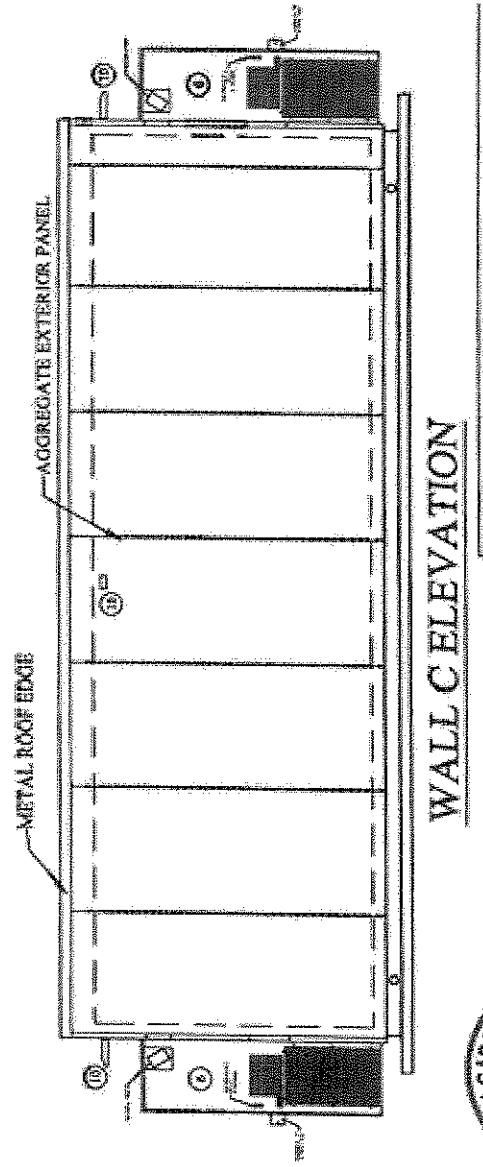
WALL B ELEVATION



WALL D ELEVATION

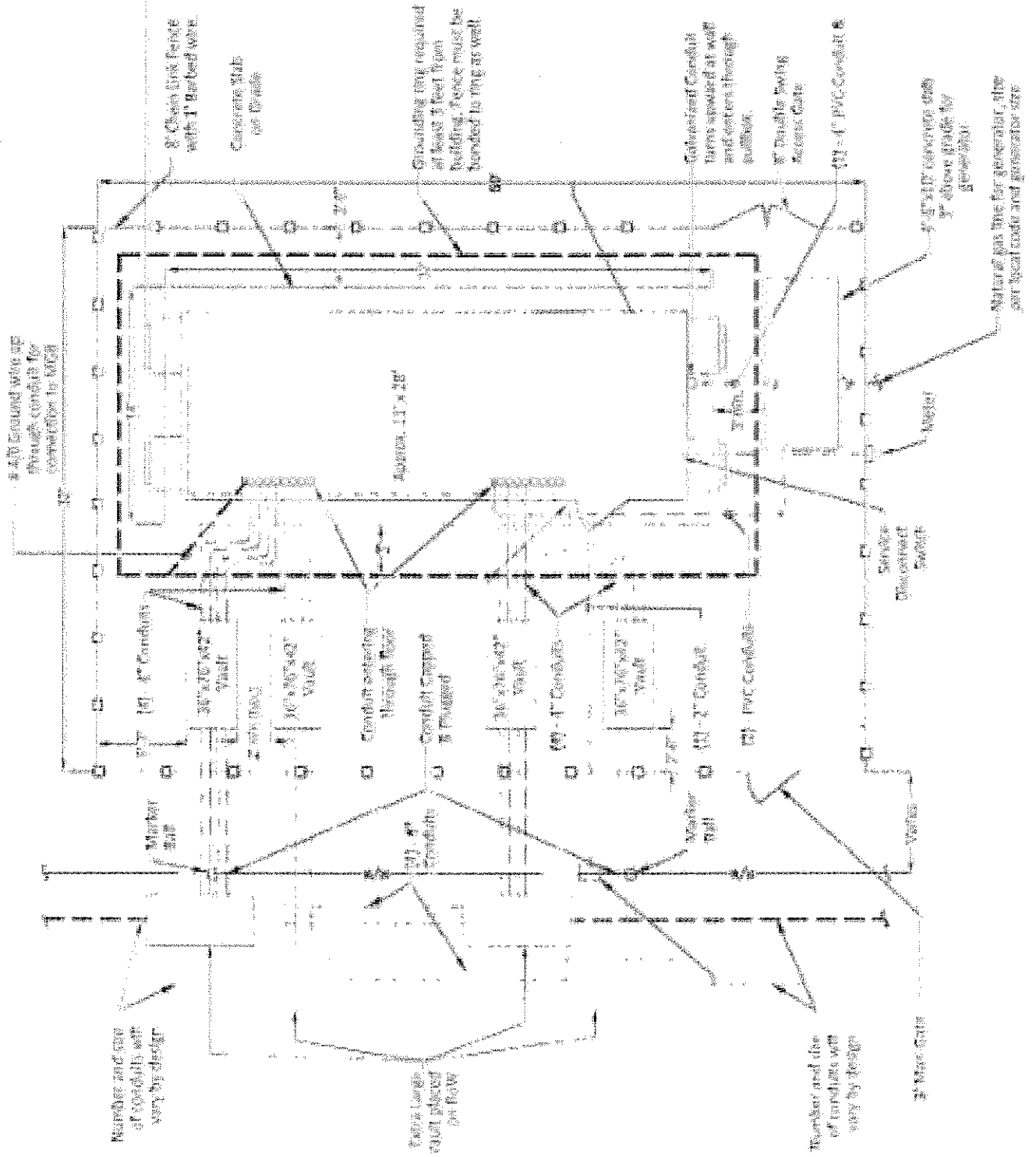


WALL A ELEVATION



WALL C ELEVATION





Number and size of conduits will vary by design.

Conduit length shall be placed on note.

Number and size of conduits will vary by design.



**Exhibit A-17**

PREMISE DESCRIPTION

LOT D-TWO (D-2), NEW CITY BLOCK SEVEN THOUSAND SIX HUNDRED SEVENTY-FOUR (7674), LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEING THE SAME PROPERTY CONVEYED TO SAID FRANK P. HERNANDEZ BY WARRANTY DEED DATED JULY 12, 1941, FROM HENRY P. BERNAL AND WIFE, ROSE A. BERNAL, RECORDED IN VOLUME 1837, PAGE 278, DEED RECORDS OF SAID COUNTY.





**Exhibit A-17**

LEASE DESCRIPTION

A PORTION OF THE PREMISE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S41°29'13"W, 6.00 FEET; THENCE N48°30'47"W, 50.00 FEET; THENCE N41°29'13"E, 32.00 FEET; THENCE S48°30'47"E, 50.00 FEET; THENCE S41°29'13"W, 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OF LAND.

ACCESS/UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHERLY CORNER OF LOT D-2, NEW CITY BLOCK 7674, AS RECORDED IN VOLUME 1837, PAGE 278 IN THE DEED RECORDS OF BEXAR COUNTY, TEXAS; THENCE ALONG THE SOUTHERLY LINE THEREOF N 41° 29' 13"E, 11.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY LINE, N 48° 30' 47" W, 10.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

SECONDARY UTILITY EASEMENT:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S48°30'47"E, 32.25 FEET TO THE END OF SAID STRIP.

**Exhibit B-17**



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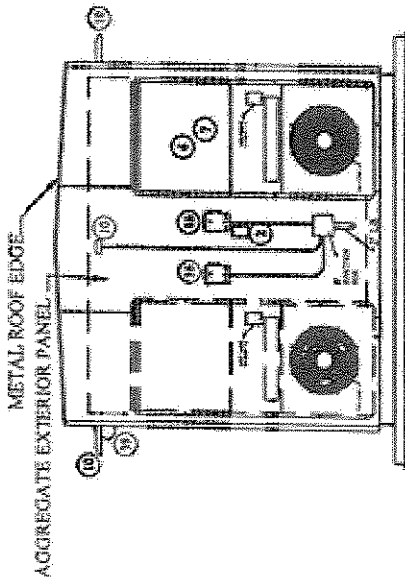
**Exhibit C-17**

1. Site specific provisions for hut site at 175 Kelly Drive
  - a. This License includes the grant of an easement, to Tenant and/or any public utility company providing services to the Network Hut Site, over City-owned land and/or other rights if necessary to connect Tenant's Network Hut to utility service lines. Tenant will consult with City regarding the location and placement of any new utility service lines. Tenant and/or any public utility company will obtain all necessary City permits before constructing any such utility service lines.
  - b. Tenant has the right to enter and traverse city-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Tenant does not interfere with City's use of such property. City will ensure that Tenant has such access to the Network Hut Site 24 hours a day, 7 days a week, and 365 days a year.

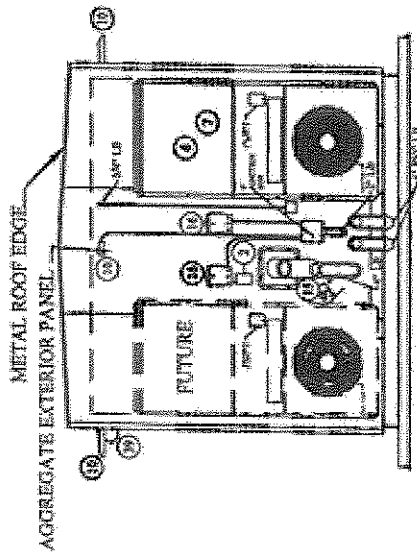


Exhibit D-17

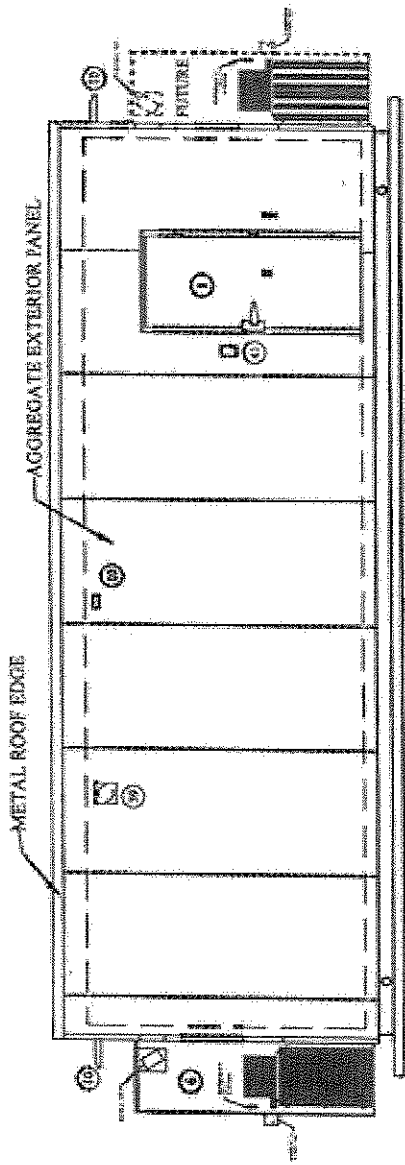
DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING



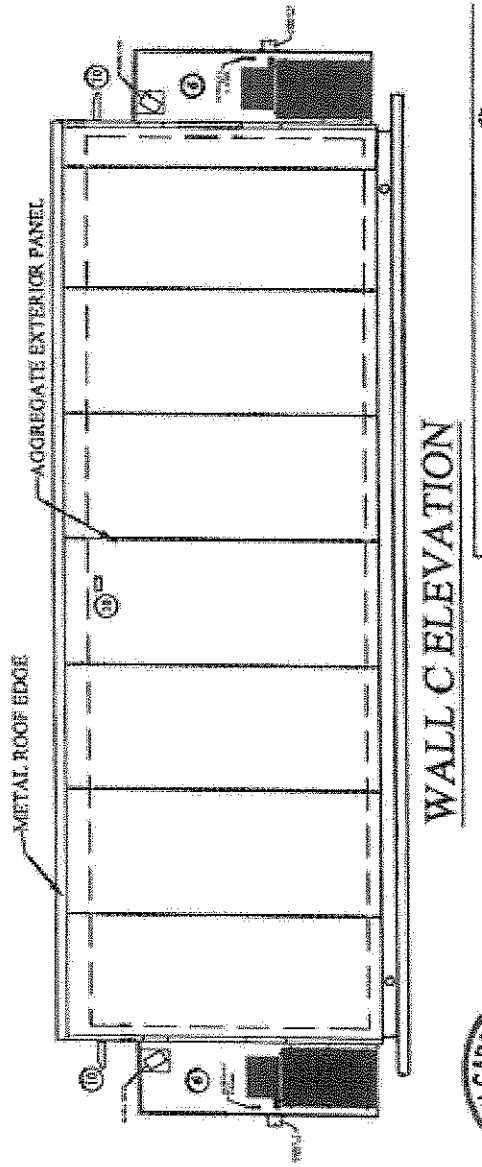
WALL B ELEVATION



WALL D ELEVATION

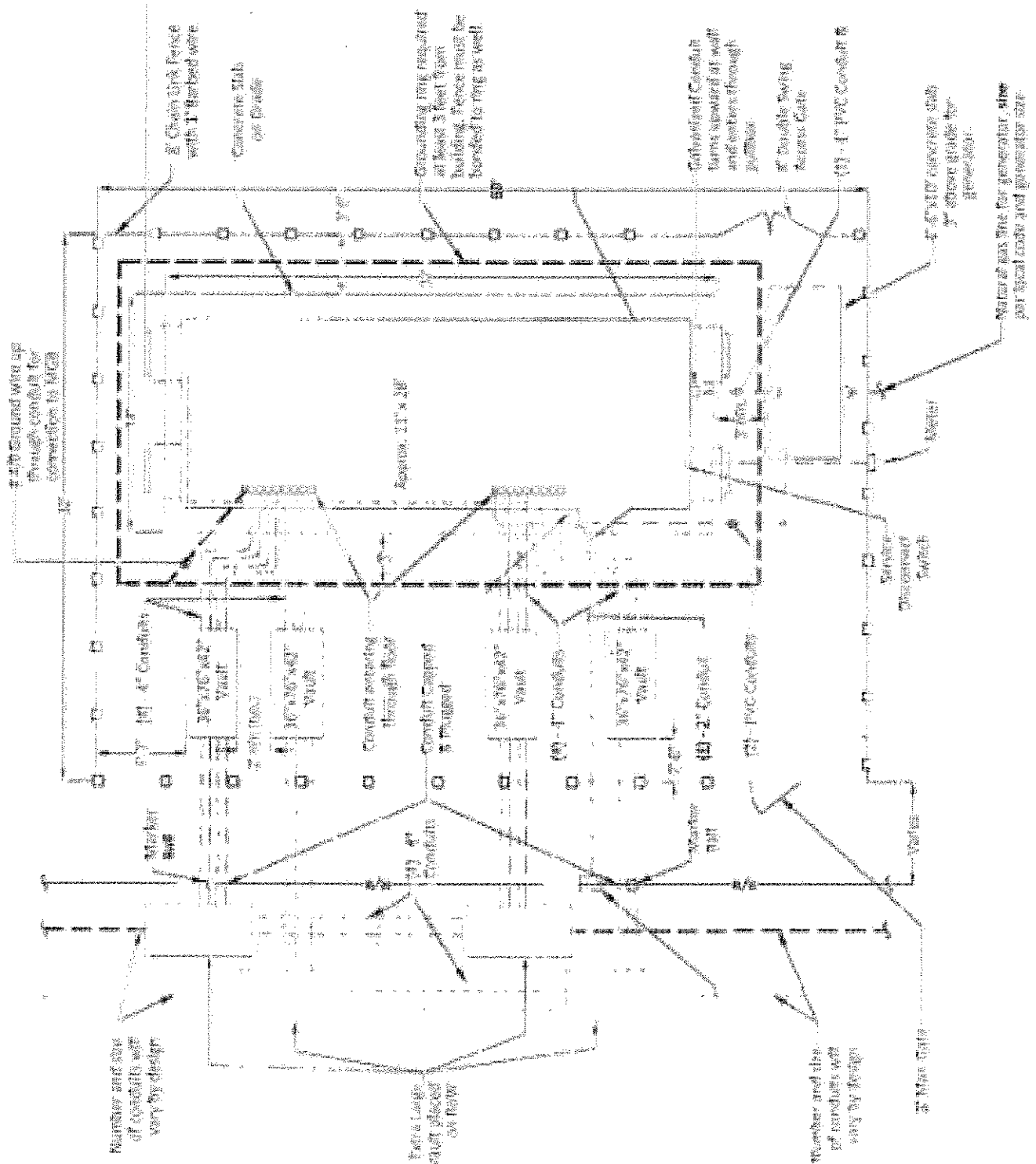


WALL A ELEVATION



WALL C ELEVATION





2" x 4" conduit with cap through opening for connection to NEMA

2 Chain Link Fence with 1/2" barbed wire

Concrete Slab on Grade

Aperture 11' x 10'

Conduit ring required at least 3 feet from building fence must be bonded to ring as well

Conduit Conduit runs through wall and enters through junction

2" Conduit Swing Access Gate

(1) 1" PVC Conduit N

4" x 4" conduit stub 3" above grade for generator

Materials for generator, since per local code and generator size

Number and size of conduits set very by design

Number and size of conduits set very by design

Number and size of conduits set very by design

2" PVC Conduit



**Exhibit E**  
**Addition of City Sites**

Landlord and Tenant are parties to the Master Lease Agreement for the Use of City Property for Installation of Network Huts ("**Master Lease**") dated [ ], [ ] 2014.

Tenant wishes to add Network Huts on new City Sites pursuant to Section 1.02 of the Master Lease, such City Sites to be incorporated into the Master Lease.

The Parties hereby agree to the addition of Exhibits A –[x], B –[x] and C –[x] [include Exhibit C and repeat numbering as necessary] to the Master Lease, such Exhibits as attached to this letter.



**Exhibit F  
Annual Rent**

\$2250 per Network Hut

