

1 **BILL NO. S-13-04-05**

2 SPECIAL ORDINANCE NO. S-36-13

3 AN ORDINANCE approving MEMORANDUM OF  
4 UNDERSTANDING FOR LEASE AND  
5 MARKETING OF WIRELESS COMMUNICATION  
6 SITES AND ANTENNA SITE MARKETING AND  
7 SERVICE AGREEMENTS - RESOLUTION  
8 NUMBER: 100-3-27-13-1 between AP  
9 WIRELESS INVESTMENTS I, LLC and the City of  
10 Fort Wayne, Indiana, in connection with the Board  
11 of Public Works.

12 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
13 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

14 **SECTION 1.** That the MEMORANDUM OF UNDERSTANDING  
15 FOR LEASE AND MARKETING OF WIRELESS COMMUNICATION SITES  
16 AND ANTENNA SITE MARKETING AND SERVICE AGREEMENTS -  
17 RESOLUTION NUMBER: 100-3-27-13-1 by and between AP WIRELESS  
18 INVESTMENTS I, LLC and the City of Fort Wayne, Indiana, in connection with  
19 the Board of Public Works, is hereby ratified, and affirmed and approved in all  
20 respects, respectfully for:

21 sale of four (4) assignments of rents for wireless  
22 communication sites for a fifty (50) year period and Antenna  
23 Site Marketing and Service Agreement for five (5) years:

24 involving a total cost of ONE MILLION, THREE HUNDRED TEN THOUSAND  
25 AND 00/100 DOLLARS - (\$1,310,000.00). A copy said Contract is on file with  
26 the Office of the City Clerk and made available for public inspection, according  
27 to law.



Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *Thomas Smith,*  
Read the second time by title and referred to the *Finance Committee*  
Committee. Read the third time in full and on motion by Councilman  
*Smith*, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BENDER	✓			
CRAWFORD				✓
DIDIER	✓			
HARPER	✓			
HINES	✓			
JEHL	✓			
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED: *4-23-13* *Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RESOLUTION) NO. *5-36-13* on the *23<sup>rd</sup>* day of  
*April*, 2013

ATTEST: *Sandra E. Kennedy* SANDRA E. KENNEDY, CITY CLERK  
*Thomas F. Didier* PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *24<sup>th</sup>* day  
of *April*, 2013, at the hour of *11:30* o'clock *AM* .E.S.T.

*Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *29<sup>th</sup>* day of *APRIL*  
2013, at the hour of *10:00* o'clock *AM* .E.S.T.)

*Thomas C. Henry*  
THOMAS C. HENRY, MAYOR

BILL NO. S-13-04-05

**REPORT OF THE COMMITTEE ON FINANCE**  
**APRIL 16, 2013**

JOHN CRAWFORD – CHAIR  
TOM SMITH – CO-CHAIR  
ALL COUNCIL MEMBERS

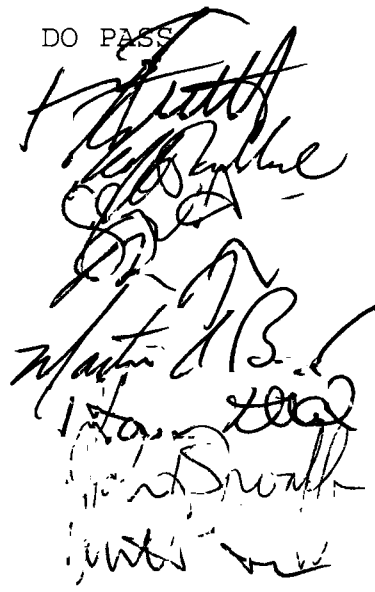
WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN ORDINANCE approving Memorandum of Understanding for Lease and Marketing of Wireless Communication Sites and Antenna Site Marketing and Service Agreements - Resolution Number 100-327-13-1 between AP Wireless Investments I, LLC and the City Of Fort Wayne, Indiana, in connection with the Board of Public Works. COMMITTEE OF FINANCE HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

A cluster of handwritten signatures in black ink, overlapping each other. The signatures are cursive and difficult to read, but appear to be the names of the committee members mentioned in the text above.

SANDRA E. KENNEDY  
CITY CLERK

# Memo

Date: April 2, 2013  
To: Common Council Members  
From: Ben Groeneweg, Program Manager, City Utilities Engineering  
Re: **Lease and Marketing of Wireless Communication Sites  
Resolution Number: 100-3-27-13-1**

## Council Districts #2 and #3

City Utilities is proposing to sell four assignments of rents for wireless communication sites for a 50-year period to an investor that will provide antenna site marketing and contract negotiation services to help secure additional tenants for the City of Fort Wayne.

### Implication of not being approved:

- There is a risk of losing rent revenue if current wireless tenants do not renew their leases. All four tenants are cellular phone service providers and there is a risk that they could be acquired by other companies and /or their technology may become obsolete.
- Managing wireless communication sites is not a core business for City Utilities. There is a cost both to the lost opportunities of securing additional tenants and managing existing tenant contracts.
- There is an immediate funding need for capital projects. One hundred percent of the money received will fund capital projects.

If Prior Approval is being Requested, Justify: Not required for this contract

The sale of assignment of rents was advertised on 12/17/2012 and 12/24/2012 in the Journal Gazette and News Sentinel.

City Utilities recommends, and the Board of Public Works has approved, the sale of the wireless communication site assignment of rents to AP Wireless Investments I, LLC for \$1,310,000. The proposal from AP Wireless Investments was the highest responsive proposal. The second highest proposal was for \$525,000 from Unison Site Management, LLC, which was 60% less than AP Wireless Investments. The term of the assignment of rents will be for 50 years.

The Antenna Site Marketing and Service Agreement from AP Wireless Investment was the most attractive with a fee of 20% of future rents secured by the services. Unison Site Management had the second most attractive option with a fee of 25% of future rents secured by the service. The agreement is for 5 years.

The revenue of said sale will fund capital projects in the water utility.

## Council Introduction Date: April 9, 2013

CC: BOW  
Matthew Wirtz  
Diane Brown  
File

(FWCU)

**AP WIRELESS INFRASTRUCTURE PARTNERS, LLC  
(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTERESTS;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the (FWCU) shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1. Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5% ( )
- (ii) Distributable income share exceeding 5% ( )
- (iii) Not Applicable (If N/A, go to Section 2) (N/A)

Name: Name:

Address: Address:

b. For each individual listed in Section 1a. show his/her type of equity ownership: sole proprietorship ( ) stock ( ) partnership interest ( ) units (LLC) ( ) other (explain)

c. For each individual listed in Section 1a, show the percentage of ownership interest in Vendor (or its parent): ownership interest: %.

**Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

RFP: # 3605

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes  No
- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes  No
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes  No
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years. Yes  No

**Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

- a. Does Vendor have **current** contracts (including leases) with the City? Yes  No
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
- c. Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes  No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

**Section 4. CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and





# MEMORANDUM OF UNDERSTANDING

This is an Memorandum of Understanding ("Memorandum") made pursuant to RFP-3605 by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE with an address of 200 E. Berry Street, Suite 240, City of Fort Wayne, State of Indiana ("FT. WAYNE"), and AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company ("APWI1"). All references hereafter to "APWI1" and "FT. WAYNE" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (APWI1 and FT. WAYNE, collectively, "Parties").

APWI1 does hereby offer to purchase from FT. WAYNE an assignment of rents for certain wireless communications site license(s) and lease(s) ("Offer"), respecting, relating, or appurtenant to certain real properties located at: 7602 Bass Road, City of Fort Wayne, State of Indiana ("West Side"); 13323 Coldwater Road, City of Fort Wayne, State of Indiana ("Coldwater"); and 1016 Dupont Road, City of Fort Wayne, State of Indiana ("Dupont") (collectively "Property").

Specifically, and in exchange for the Assignment Price (as set forth below), APWI1 offers to purchase from Ft. WAYNE the following:

- A. An assignment of FT. WAYNE's beneficial rights ("Rents") in that certain LICENSE AGREEMENT dated August 16, 2006 ("T-MOBILE-1"); and that certain TOWER ATTACHMENT LICENSE AGREEMENT dated June 30, 2003 ("US CELLULAR-1"); and that certain STANDARD LEASE AGREEMENT dated May 5, 1998 ("T-MOBILE-2"); and that certain TOWER ATTACHMENT LICENSE AGREEMENT dated November 18, 2004 ("US CELLULAR-2") (collectively "Tenants") by and between Tenants and the CITY OF FORT WAYNE, INDIANA, a Municipal Corporation, ("Landlord"); as assigned and amended ("Leases"), including without limitation, all Rents and other monies due the FT. WAYNE specified therein (collectively "Assignment"). This Offer is based on the following Lease economics:

	Wireless Carrier(s):	Current Rent:		Escalation:		Date of Next Escalation:
		Amount:	Frequency:	Amount:	Frequency:	
Lease Economics:	1) T-MOBILE-1	\$24,840.00	Annually	15.0%	Term	12/04/2016
	2) US CELLULAR-1	\$2,326.99	Monthly	5.0%	Annually	06/30/2013
	3) T-MOBILE-2	\$12,696.00	Annually	15.0%	Term	08/01/2013
	4) US CELLULAR-2	\$2,205.93	Monthly	CPI + ½%	Annually	01/01/2013

- B. With the exception of all mortgages, deeds of trust, and similar liens against the Property, which APWI1 will require Ft. WAYNE to obtain a Non Disturbance and Attornment Agreement, APWI1 shall accept the Assignment subject to easements, rights-of-way, and restrictions of record, if any, and any other matter that would be revealed by an accurate survey or inspection of the premises.

- Terms and Conditions:**
- APWI1 will accept the Assignment on an "AS IS, WHERE IS" basis, for the assignment price payable in full in cash, or other good funds at closing ("Assignment Price");
  - The Assignment term shall be fifty (50) years;
  - At APWI1's cost, APWI1 shall obtain a Title Commitment, Title Report, and a Policy of Title Insurance covering the Property from Fidelity National Title Group, Commercial Lender-Search-Franchise Services, 7130 Glen Forest Drive, Suite 300, Richmond, VA 23226 ("Fidelity");
  - Closing shall be facilitated through escrow with Fidelity. APWI1 shall be responsible for all closing costs which shall include, but are not limited to, closing fees, transfer taxes, documentary stamps, and recordation fees;
  - Closing shall be held no later than forty five (45) days after Ft. WAYNE accepts APWI1's Offer to Purchase. If the said 45<sup>th</sup> day shall fall on Saturday, Sunday, or a holiday, closing shall be held on the first business day thereafter. Ft. WAYNE and APWI1 agree that time is of the essence of this Offer, and the date of closing may be extended only by written agreement between the parties;
  - Ft. WAYNE shall have until April 30, 2013 to accept this Offer by signing and returning same to APWI1;
  - This Offer may be executed in two or more identical counterparts and shall inure to the benefit of and be binding on the parties hereto, their respective heirs, representatives, successors, and assigns;
  - APWI1 and Ft. WAYNE shall execute an *Assignment of Lease Rents and Successor Lease Rents* agreement attached hereto as Exhibit "A-1" to memorialize this transaction. All terms stated herein shall be incorporated into the final expression of the parties;
  - If the Property is subject to a mortgage, APWI1 will require that the mortgagee bank sign a Non Disturbance and Attornment Agreement ("NDA"). If an NDA cannot be obtained, APWI1 may re-evaluate the Transaction which may reduce the purchase price;
  - APWI1 and Ft. WAYNE shall enter into an *Antenna Site Marketing and Services Agreement* in substantially the same form as the agreement attached hereto as Exhibit "A-2" whereby APWI1 shall agree to market the Property and share with Ft. WAYNE eighty percent (80.0%) of the future rents derived from new or additional tenants;



- Terms and Conditions Continued:**
- 11) FT. WAYNE shall be entitled to one hundred percent (100.0%) of any rent increases obtained as a result of renegotiation of the existing lease(s) at expiration and/or earlier termination; and
  - 12) FT. WAYNE shall retain the right to install radio and collector communication on the tower(s) for its own systems;
  - 13) It is understood by the Parties that RFP-3605 is not for the purchase of easement(s) or license(s), but solely for the assignment of rents.

**ASSIGNMENT PRICE:**

<i>West Side Price:</i>	<b>** \$315,000.00</b>
<i>Coldwater Price:</i>	<b>** \$460,000.00</b>
<i>Dupont Price:</i>	<b>** \$535,000.00</b>
<b>* Total NET Purchase Price:</b>	<b>** \$1,310,000.00</b>

*\* The Assignment Price may be pro-rated at closing based on interim monthly, quarterly, or annual rent payments and a rent redirection period of up to two (2) months. Ft. WAYNE will retain rent checks for pro-rated and redirected periods.  
 \*\* This Net Assignment Price amount is conditioned on structuring the proposed transaction as a tax-exempt municipal financing*

To the extent that the terms contained in this Memorandum represent an offer by APW1 to purchase the Lease, the terms herein shall expire on 04/30/2013.

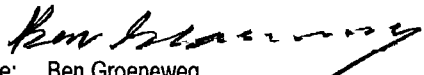
ACKNOWLEDGED AND AGREED this 29 day of March, 2013 ("Effective Date")

FT. WAYNE:

APW1:

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE:

AP WIRELESS INVESTMENTS I, LLC:

By:   
 Name: Ben Groeneweg  
 Title: Program Manager, Utility Asset Management & Sustainability  
 Authorized signatory on behalf of the Fort Wayne Board of Public Works, per the attached resolution

By:   
 Name: Lawrence Harvey  
 Title: VP Acquisitions & Site Development



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- 6) FT. WAYNE shall have until April 30, 2013 to accept this Offer by signing and returning same to APWI1;
- 7) This Offer may be executed in two or more identical counterparts and shall inure to the benefit of and be binding on the parties hereto, their respective heirs, representatives, successors, and assigns;
- 8) APWI1 and FT. WAYNE shall execute an *Assignment of Lease Rents and Successor Lease Rents* agreement attached hereto as Exhibit "A-1" to memorialize this transaction. All terms stated herein shall be incorporated into the final expression of the parties;
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- Terms and Conditions Continued:**
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To the extent that the terms contained in this Memorandum represent an offer by APW11 to purchase the Lease, the terms herein shall expire on 04/30/2013

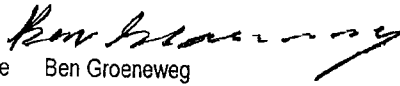
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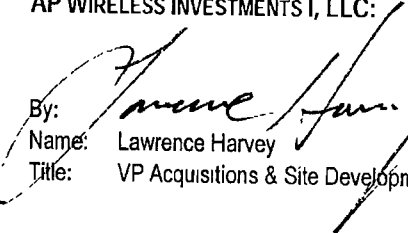
FT WAYNE:

APW11:

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE:

AP WIRELESS INVESTMENTS I, LLC:

By:   
 Name: Ben Groeneweg  
 Title: Program Manager, Utility Asset Management & Sustainability  
 Authorized signatory on behalf of the Fort Wayne Board of Public Works, per the attached resolution

By:   
 Name: Lawrence Harvey  
 Title: VP Acquisitions & Site Development



**EXHIBIT "A-1"**

**Assignment of Lease Rents and Successor Lease Rents**

# EXHIBIT "A-1"

## ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS

THIS ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS ("Agreement") is made as of the day of \_\_\_\_\_, 2013 ("Effective Date"), by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, whose address is 200 East Berry Street, Suite 240, Fort Wayne, Indiana 46802 ("Landlord") and AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Landlord" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns.

WHEREAS, Landlord, as lessor, and \_\_\_\_\_, as lessee ("Tenant"), are parties to that certain lease agreement dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the "Lease") covering site \_\_\_\_\_ and with respect to the premises (the "Premises") therein described. Landlord's right, title and interest in all monies payable by Tenant (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise but not including payments in respect of real property taxes and assessments, insurance maintenance charges or utilities) under the Lease or by Successor Tenant (as defined below) under any Successor Lease (as defined below) (the "Rents") shall be referred to herein as the "Landlord's Interest". Lessor is the owner of the land and improvements, on which the Premises are located in the County of \_\_\_\_\_, State of \_\_\_\_\_, commonly known as \_\_\_\_\_ (the "Property").

WHEREAS, Landlord wishes to assign and APWII wishes to receive Landlord's Interest, together with all other rights and interests as described herein for the Assignment Term.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment: Assignment Amount: Payment.
  - (a) Subject to the rights of the Tenant under the Lease or Successor Tenant under a Successor Lease, Landlord hereby irrevocably and unconditionally assigns to APWII all of Landlord's beneficial rights, title and interests in the Rents described therein for the period commencing on the date hereof and ending on \_\_\_\_\_ (the "Assignment Term"), with no representations or warranties of any kind other than those provided herein.
  - (b) APWII shall pay to Landlord, the amount of \$ \_\_\_\_\_ ("Assignment Amount") in payment of the assignment of Rents and the other rights and interests granted by Landlord to APWII as described herein. The Assignment Amount shall be in full payment of the rights granted by Landlord to APWII and Landlord shall not be entitled to any other compensation or payments of any kind under this Agreement or otherwise in connection with the Rents assignment or other rights granted to APWII under this Agreement or under any other documents executed in connection herewith.
  - (c) Landlord promises to pay to the order of APWII, at the times and in the manner provided herein, a principal sum equal to the Assignment Amount, plus interest thereon at the rate of \_\_\_\_\_ percent (\_\_\_\_\_.0%) per annum (the "Stated Interest Rate"). Principal shall be payable in monthly installments in the amounts (the "Monthly Principal Amounts") set forth on Exhibit B. All interest shall be calculated on the basis of twelve 30-day months and the actual number of days elapsed.
  - (d) On or prior to the 10<sup>th</sup> calendar day of each calendar month commencing with the first calendar month after the date hereof, Landlord shall apply the Monthly Servicing Collections (as defined below) for the immediately preceding calendar month to Landlord's obligations hereunder in the following order: first, to unpaid late charges, default interest and similar charges then due from Tenant under the Lease or Successor Tenant under a Successor Lease, and to any unpaid fees, charges and expenses then due from Landlord to APWII hereunder; second, the excess, if any, to accrued but unpaid interest at the Stated Interest Rate through and including the final day of the immediately preceding calendar month; third, the excess, if any, to the Monthly Principal Amount set forth on Exhibit B with respect to the immediately preceding calendar month; and fourth, the excess, if any, to the Landlord, such excess to be accrued and paid in a lump sum within 90 days after the end of each calendar year. "Monthly Servicing Collections" shall mean, for each calendar month, the Rents received in the Servicing Account (as defined below) in respect of the Lease or Successor Lease during such calendar month.
  - (e) Landlord may prepay the Assignment Amount in full, but not in part, provided that Landlord delivers unequivocal and irrevocable written notice thereof to APWII not less than 30 calendar days prior thereto, specifying the prepayment date, and pays to APWII on the date so specified, by wire transfer of immediately available funds denominated in U.S. dollars, an amount equal to the sum of (a) the remaining unpaid

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Assignment Amount, (b) all accrued but unpaid interest, (c) other charges due under any of the Assignment Documents and (d) a fee in an amount equal to five percent (5.0%) of the remaining unpaid Assignment Amount.

2. Assignment Absolute. This Agreement shall be a present, absolute and unconditional assignment, and shall, immediately upon execution, give APWII the right to collect all Rents. Landlord hereby irrevocably appoints APWII as its true and lawful attorney-in-fact, with full power of substitution, to demand and collect Rents and to exercise the other rights and remedies of lessor under the Lease or Successor Lease, as provided for under this Agreement[, which power is coupled with an interest].
3. Rights Assigned to APWII.
  - (a) During the Assignment Term, APWII is hereby appointed as Landlord's attorney-in-fact with full power of substitution to demand and collect Rents and to exercise all rights and remedies of Landlord under the Lease or a Successor Lease granted to APWII under this Agreement[, which power and right is coupled with an interest]. Landlord covenants and agrees that Landlord remains the fee owner of the Property and Land and Landlord is not assigning and shall continue to comply with all obligations of the lessor under the Lease or a Successor Lease.
  - (b) Without limiting the generality of the foregoing, upon the occurrence of an Event of Default (as defined below), APWII shall be assigned the following rights and remedies under the Lease or a Successor Lease, which rights are limited only by applicable law and by the terms of this Agreement and the terms of the Lease or a Successor Lease, which rights and remedies APWII may, in its sole discretion, elect to exercise in whole or in part, but with no obligation to do so:
    - (i) to collect and receive Rents due or to become due and payable with respect to the use, occupancy or enjoyment of the Premises (provided that payments in respect of real property taxes and assessments, insurance maintenance charges or utilities shall, if and to the extent payable to Landlord by Tenant under the Lease or Successor Tenant under a Successor Lease, may be paid directly by Tenant or Successor Tenant to Landlord);
    - (ii) to modify, amend or waive the Lease or Successor Lease provisions in effect during the Assignment Term modifying the Rents payment obligation under the Lease or a Successor Lease (including granting Rents concessions to the Tenant or Successor Tenant, whether in respect of amount, timing or frequency), the Tenant's or Successor Tenant's termination rights under the Lease or a Successor Lease, and the Tenant's or Successor Tenant's use rights under the Lease or a Successor Lease. Provided however, APWII may not expand the rights of Tenant under the Lease or Successor Tenant under a Successor Lease;
    - (iii) to terminate the Lease or a Successor Lease or to allow Tenant or Successor Tenant to terminate the Lease or a Successor Lease, in either case, for any reason;
    - (iv) to continue the Lease or a Successor Lease in effect after Tenant's or Successor Tenant's breach, in APWII's sole discretion;
    - (v) to extend or renew the term of the Lease or a Successor Lease from time to time (but not beyond the end of the Assignment Term) or to decline to do so;
    - (vi) to grant any consent or approval under the Lease or a Successor Lease or to decline to do so, to the extent that any such consent or approval might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
    - (vii) to accept or decline an abandonment of the Premises or property installed thereon;
    - (viii) to release, revoke or re-assign any rights it may have hereunder to Landlord;
    - (ix) to exercise all of Landlord's rights and remedies under the Lease or a Successor Lease as they pertain to the collection of Rents or sums due under the Lease or a Successor Lease in such manner and in such order or combination as APWII deems appropriate in its reasonable discretion;
    - (x) to commence, defend and compromise any action or proceeding relating to the Tenant's, Successor Tenant's, or Landlord's obligations under the Lease or a Successor Lease to the extent that any of the foregoing might decrease, or affect the timing or collectability of, any Rents actually paid or payable

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- by Tenant or Successor Tenant and to retain or direct counsel of its choosing in any such action or proceeding;
- (xi) to file, pursue, defend or compromise any claim or adversary proceeding in bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease;
  - (xii) to consent to, or decline to consent to, an assignment or sublease of Tenant's or Successor Tenant's interests in this Lease, Successor Lease, or the Premises to the extent that any such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
  - (xiii) to protect and defend its rights in the Premises (including the Landlord's rights in the Premises conveyed to APWII hereunder), or to require that the Landlord protect and defend such rights;
  - (xiv) subject to the provisions of Section 4 below, to exercise any other right or take or refuse to take any other action that Landlord would otherwise be permitted to exercise under the Lease or a Successor Lease or by any applicable federal, state, municipal and local laws, rules, ordinances, regulations and permits (collectively, "Law(s)") with respect to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease or tenancy of the Premises.
- (c) During the Assignment Term, Landlord shall not, other than to the extent required herein, including to the extent required to perform its obligations under the Lease or a Successor Lease as set forth in Section 4 below, or upon the written consent or direction of APWII, exercise any right or remedy of Landlord under the Lease, Successor Lease, or by Law to the extent that the exercise of any such right or remedy might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant. During the Assignment Term, Landlord shall take such actions as may be reasonably requested by APWII for such purpose.
- (d) [If and to the extent that any security deposit or other deposit (whether in the form of cash, letter of credit or other security) has been made by Tenant or Successor Tenant under the Lease or a Successor Lease (collectively, "Deposits"), (i) Landlord hereby assigns all of its rights, title and interests in the Deposits to APWII as of the Effective Date; (ii) if Landlord has not already done so, Landlord shall cause such Deposits to be promptly transferred to APWII; (iii) APWII shall hold and apply such Deposits during the Assignment Term in accordance with the Lease or a Successor Lease; and (iv) if the Lease or a Successor Lease is not sooner terminated or expired, APWII shall transfer any remaining Deposits back to Landlord upon the expiration of the Assignment Term.]
- (e) From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by APWII, exercise or enjoy any of the beneficial rights or remedies of lessor under the Lease or a Successor Lease to the extent that the exercise of any such rights or remedies might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.
- (f) [Notwithstanding anything to the contrary within, to the extent that the Lease requires any assignee of Landlord's rights to assume all obligations of Landlord under the Lease, then (i) Landlord also transfers and assigns to APWII, as of the Effective Date, any and all of its obligations in, to and under the Lease, (ii) APWII assumes, recognizes and is responsible for all such obligations, and (iii) Landlord shall cooperate with APWII to facilitate APWII's fulfillment of all such obligations, and Landlord shall indemnify, defend and hold harmless APWII for any performance of APWII of such obligations that reasonably relate to the Property outside of the Premises.]
4. Landlord's Ongoing Obligations. The parties hereby acknowledge that by this Agreement, APWII has not assumed any of the obligations, duties or liabilities of Landlord under the Lease or a Successor Lease. Nothing contained herein, and no action or forbearance or exercise of the rights and remedies of Landlord under the Lease or a Successor Lease on the part of APWII as permitted by this Agreement, shall constitute or be construed as an assumption by APWII of any obligation of Landlord under the Lease or a Successor Lease whether arising before, on or after the Effective Date. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any person in, on, under or about the Property, including the Premises. During the Assignment Term, Landlord shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Landlord under the Lease, Successor Lease, or by Law, other than those assigned herein, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall:

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- (a) not suffer or allow any breach, default or event of default by Landlord to occur under the Lease or a Successor Lease;
- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Lease or a Successor Lease or inducing or causing Tenant or Successor Tenant to exercise, or not to exercise, a right to renew or extend the Lease or a Successor Lease;
- (c) not perform or discharge any obligation or liability of Landlord under the Lease or a Successor Lease in a manner that would: (i) hinder, delay or otherwise adversely affect APWII's receipt and collection of Rents or the exercise by APWII of any of its other rights or remedies under the Lease or a Successor Lease granted to APWII under this Agreement; or (ii) give rise to any offset or deduction by Tenant or Successor Tenant, or the withholding by Tenant or Successor Tenant of Rents for any cause or reason whatsoever, or the assertion of any such right by Tenant or Successor Tenant;
- (d) keep and ensure that the Property and the Premises remain in compliance with all Laws;
- (e) not terminate or accept a surrender or termination of the Lease or a Successor Lease;
- (f) at Landlord's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Lease or a Successor Lease or the obligations or liabilities of the Landlord thereunder;
- (g) not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Premises, Property or the Lease or a Successor Lease which in any way is superior to or that jeopardizes in any manner or respect APWII's assignment or interest conveyed under this Agreement;
- (h) promptly pay (or ensure payment of) any and all real property, personal property and/or other taxes, levies, interests or assessments that may become due and owing relating to the Property, the Premises and any improvements located thereon;
- (i) operate and maintain the Property, Premises and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Lease or a Successor Lease, this Agreement or any assignments or agreements entered into between the Landlord and APWII;
- (j) comply with all obligations, duties and liabilities as Landlord under the Lease or a Successor Lease, and satisfy all such obligations in good faith and with due diligence;
- (k) promptly forward to APWII any written notice or communication by, to or from Landlord and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Lease or a Successor Lease or any existing or future lease or other agreement at or upon the Property or Premises or which notice may affect or relate to the Property or Premises or the operation or function thereof in any manner or respect; and
- (l) name APWII, its stockholders, members, partners, affiliates or lenders as additional named insureds under any and all property, casualty and liability insurance policies relating to the Property, the Premises or improvements or the leases or easements thereon.

Without the express prior written consent of APWII, during the Assignment Term, Landlord shall not, and shall have no authority to, amend, modify, extend or renew the Lease or a Successor Lease, or waive any default thereunder, or declare or assert the extension, renewal, termination or expiration thereof. APWII may give or withhold its consent, in its sole and absolute discretion, to the extent that such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.

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

If Landlord has failed, after reasonable notice and opportunity to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease or a Successor Lease or any other agreement or the Law relating to the Lease or a Successor Lease, then APWII may, but without any obligation to do so, from time to time and at

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any time, without releasing the Landlord from any obligation herein or under the Lease, perform such covenant, obligation or duty, and Landlord within thirty (30) days of receipt of an invoice therefor shall reimburse APWII all reasonable costs and expenses incurred by APWII in connection therewith, including attorneys' fees.

5. Servicing By APWII.
  - (a) As additional security for the payment and performance by Landlord of its obligations hereunder, Landlord hereby appoints APWII as its exclusive servicer under the Lease or Successor Lease with respect to all rights and remedies relating to the period commencing on the Effective Date and ending on the date that all amounts payable by Landlord hereunder have been paid in full. During such period and in such capacity, APWII shall have the sole and exclusive right to (i) receive and collect Rents payable with respect to the Assignment Term (provided that payments in respect of real property taxes and assessments shall, to the extent payable to the lessor under the Lease or Successor Lease, be paid by Tenant or Successor Tenant to Landlord); (ii) enforce all of the lessor's rights and remedies under the Lease or Successor Lease and applicable law at such time, in such manner and in such order or combination as APWII deems appropriate in APWII's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease; (v) decline a surrender or abandonment of the Premises by Tenant or Successor Tenant; (vi) continue the Lease or Successor Lease in effect after Tenant's or Successor Tenant's breach; (vii) extend or renew the term of the Lease or Successor Lease from time to time (but not beyond the last day of the Assignment Term), or decline to do so; (viii) collect and receive any holdover rent, (ix) grant or withhold consent to any assignment or sublease by Tenant or Successor Tenant under the Lease or Successor Lease; and (x) take any other action which the lessor is permitted to take under the Lease or Successor Lease or under applicable law with respect to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease or tenancy of the Premises. APWII shall have the right from time to time to appoint any other person as successor servicer hereunder. Neither APWII nor any successor servicer appointed by APWII shall have any liability to Landlord except for actual damages, if any, resulting from the gross negligence or willful misconduct of APWII or such successor servicer, respectively.
  - (b) Nothing contained herein, and no action or forbearance on the part of APWII, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rents by APWII, the enforcement of the lessor's rights and remedies under the Lease or Successor Lease nor the taking of any action which the lessor is permitted to take under the Lease or Successor Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person in, on, under or about the Premises.
6. Servicing Account; Notice to Tenant.
  - (a) On or prior to the date hereof, APWII has established a deposit account (the "Servicing Account") standing in the name of APWII at ("Bank"). All sums deposited in the Servicing Account shall be the property of APWII, and may be commingled with other sums collected by or property of APWII. APWII shall have the exclusive right to direct Bank regarding the disposition of any and all sums now or hereafter deposited in the Servicing Account. APWII shall have the right from time to time to change the financial institution at which the Servicing Account is maintained.
  - (b) Landlord shall execute and furnish to APWII a notice (the "Tenant Notification Letter") in the form of Exhibit C attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to cause Tenant to pay and deliver all Rents directly to the Servicing Account. APWII may elect also to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that APWII deems appropriate. After the Effective Date, Landlord shall notify APWII by facsimile transmission within 1 calendar day of Landlord's receipt of any payment in respect of Rents other than to the Servicing Account, and Landlord shall forward such payment to the Servicing Account within 1 business day (i) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of APWII prior to forwarding it to the Servicing Account) or (ii) by wire transfer (if such payment was received by Landlord in

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any other form). If Landlord fails or refuses to forward any such payment to the Servicing Account within the time and in the manner provided herein, then, in addition to the right to receive such payment and its other rights and remedies hereunder, Assignee shall be entitled to receive a processing fee equal to the greater of (i) five hundred dollars and 00/100 (\$500.00) and (ii) fifteen percent (15.0%) of such payment.

7. Successor Lease.
  - (a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall promptly and in good faith use its best efforts to negotiate and execute a lease (a "Successor Lease") between Landlord and a new tenant (a "Successor Tenant").
  - (b) Landlord shall obtain from APWII written consent to negotiate and execute a Successor Lease between Landlord and Successor Tenant. APWII may give or withhold its consent, in its sole and absolute discretion, to the foregoing to the extent that the foregoing might decrease, or affect the timing or collectability of, any Rents payable by the tenant of a Successor Lease. In the case of refusal of such consent, Landlord shall promptly and in good faith use its best efforts to negotiate and execute a Successor Lease between Landlord and another Successor Tenant.
8. Cooperation by Landlord. From time to time hereafter, (a) Landlord shall promptly furnish to APWII such information (including documents and records in Landlord's possession, custody or control) regarding property owner's ownership of the Premises, the Lease or a Successor Lease, the Premises and Tenant as APWII reasonably requests; (b) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease or a Successor Lease) for the purpose of APWII's inspection of the Premises and improvements thereon, and such other purposes as APWII reasonably deems appropriate; and (c) Landlord shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Premises, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by the Tenant or Successor Tenant, any governmental authority or APWII, its stockholders, members, partners, affiliates or lenders. Landlord shall deliver to APWII a copy of any written communication that Landlord delivers to Tenant or Successor Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant or Successor Tenant. Landlord shall promptly deliver to APWII a copy of any written communication that Landlord receives from Tenant or Successor Tenant or any other person relating to the Lease, a Successor Lease, or the Premises. Landlord shall keep APWII reasonably informed of any other communications between Landlord, on the one hand, and Tenant or Successor Tenant, on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease, a Successor Lease, or the Premises.
9. [Improvements. Landlord agrees that all antennas, telecommunications equipment, alterations and other improvements brought or made to the Premises (collectively, the "Improvements") by Tenant or Successor Tenant shall be and remain Tenant's or Successor Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Lease or a Successor Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof. Tenant or Successor Tenant, in its sole discretion, may remove the Improvements or any portion thereof at any time during the term of the Lease or a Successor Lease, without notice to Landlord and without Landlord's consent.]
10. Impositions. Landlord shall pay and perform in a timely manner all mortgages that are liens against the Premises. Landlord shall pay or cause to be paid, prior to delinquency, all taxes, real property taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and APWII shall have no obligation or liability therefor. Without limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant or Successor Tenant under the Lease or a Successor Lease, Landlord shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes. APWII may from time to time as APWII deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable.

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11. Events of Default. The following events are each an "Event of Default" under this Agreement:
- (a) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Assignment Documents (as defined below), and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
  - (b) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Lease or Successor Lease, and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
  - (c) Any representation or warranty made by Landlord in any of the Assignment Documents is untrue or misleading as of the date hereof; or
  - (d) Landlord has (i) applied for, or consented in writing to, the appointment of a receiver, trustee or liquidator; or (ii) filed a voluntary petition seeking relief under the Bankruptcy Code, or is unable, or admits in writing Landlord's inability to pay its debts as they become due; or (iii) made a general assignment for the benefit of creditors; or (iv) filed a petition or an answer seeking reorganization or an arrangement or a readjustment of debt with creditors, apply for, take advantage, permit or suffer to exist the commencement of any insolvency, bankruptcy, suspension of payments, reorganization, debt arrangement, liquidation, dissolution or similar event, under the law of the United States or of any state in which Landlord is a resident; or (v) filed an answer admitting the material allegations of a petition filed against Landlord in any such bankruptcy, reorganization or insolvency case or proceeding, or (vi) taken any action authorizing, or in furtherance of, any of the foregoing; or
  - (e) Either (i) an involuntary case is commenced against Landlord under the Bankruptcy Code and the petition is not contested within ten (10) days or is not dismissed within sixty (60) days after the commencement of the case or (ii) an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Landlord bankrupt or insolvent, or appointing a receiver, trustee or liquidator of Landlord or of all or substantially all of the assets of Landlord and the order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days or shall not be discharged within ten (10) days after the expiration of any stay of such order, judgment, or decree; or
  - (f) The Lease or Successor Lease or any of the Assignment Documents have been determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, or Landlord has asserted in writing that the Lease or Successor Lease or this Agreement are or may be invalid or unenforceable, in whole or in part.
12. APWII's Remedies.
- (a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then APWII shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse APWII therefor immediately upon payment by APWII thereof. If APWII so elects by written notice to Landlord, then the amount reimbursable by Landlord to APWII shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located, and such lien may be foreclosed privately or judicially if and to the extent permitted by applicable law. If and to the extent permitted by applicable law, APWII shall be subrogated to the rights of the Person to whom the Imposition was due, and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such Person with respect to the Imposition.
  - (b) If APWII determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease, a Successor Lease or any other agreement or applicable law relating to the Lease, a Successor Lease or the Premises, then APWII shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within thirty (30) days of receipt of an invoice therefor, reimburse APWII for all costs and expenses incurred by APWII in connection therewith, together with an administrative fee, in an amount not less than two hundred fifty dollars and 00/100 (\$250.00), as reasonably determined by APWII.
  - (c) Upon the occurrence and during the continuance of an Event of Default, APWII may, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Assignment Amount, exercise any or all of the following remedies:

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- (i) Collect or continue to collect the Rents and any other sums owing under the Lease or Successor Lease, either by itself or through a receiver;
  - (ii) In Landlord's or APWII's name, institute any legal or equitable action which APWII, in its sole discretion, deems desirable to collect any or all of the Rents; and
  - (iii) Perform any or all obligations of Landlord under the Lease or Successor Lease or this Agreement and take such actions as APWII deems appropriate to protect its security, including, without limitation: (A) appearing in any action or proceeding affecting the Lease or Successor Lease or the Premises; (B) executing new leases and modifying, terminating or canceling the Lease or Successor Lease; (C) collecting, modifying and compromising any Rents payable under the Lease or Successor Lease; and (D) enforcing the Lease or Successor Lease, including, if necessary, evicting the Tenant or Successor Tenant.
- (d) Landlord shall not be personally liable for the repayment of the Assignment Amount or for the payment of interest. The foregoing shall not be construed as prohibiting or impairing the exercise by APWII of any remedy under the Assignment Documents or applicable law, including the right to commence an action or proceeding, or enter a judgment against Landlord, so long as the exercise of any such remedy does not extend to execution against any property of Landlord other than the security furnished under the Assignment Documents. Landlord shall be personally liable for all other covenants made by Landlord under this Agreement and any other agreement between Landlord and APWII, or by Landlord in favor of APWII (collectively, the "Assignment Documents"), and for all representations and warranties made by Landlord in the Assignment Documents. Without limiting the generality of the foregoing, if an Event of Default occurs and if such Event of Default causes or contributes to a decrease in payments to the Servicing Account in respect of Rents, then, in addition to APWII's other rights and remedies hereunder and under applicable law, Landlord shall be personally liable to APWII in an amount equal to such decrease. The foregoing remedies are in addition to any remedies afforded APWII under any other of the Assignment Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by APWII. All of the remedies of APWII shall be cumulative and may be exercised at APWII's option concurrently or successively and the exercise or beginning of exercise by APWII of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to APWII. No failure or delay on the part of APWII to exercise any remedy shall operate as a waiver thereof.
- (c) In addition to its other rights and remedies under this Agreement and applicable law, APWII may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to APWII by a breach or default by Landlord under this Agreement, and Landlord waives the posting of a bond in connection therewith.
13. Representations. Landlord hereby represents and warrants to APWII, as of the date hereof, that:
- (a) The Lease, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.
  - (b) To the best of Landlord's knowledge and belief, there are no uncured defaults on the part of Tenant or Landlord under the Lease and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default.
  - (c) To the best of Landlord's knowledge and belief, Tenant has no existing defenses, offsets, credits, charges, liens or claims under the Lease or otherwise against the Landlord or any other party in connection with the Premises.
  - (d) Tenant (i) does not have any option or preferential right to purchase the Premises or terminate the Lease, except as expressly stated in the Lease, and (ii) does not have any right, title or interest with respect to the Premises other than as tenant under the Lease.
  - (e) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents does not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord or the Premises is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.

## EXHIBIT "A-1"

- (f) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Landlord's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained and are and will remain in full force and effect.
  - (g) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.
  - (h) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.
  - (i) Landlord owns one hundred percent (100.0%) of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit D. Landlord owns one hundred percent (100.0%) of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit D. Except as disclosed on the preliminary title report referred to on Exhibit D, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or in and to the Premises to any other Person.
  - (j) Landlord has received no indication, written or otherwise, from Tenant or any other party that Tenant intends to terminate the Lease prior to the expiration of the Lease term.
  - (k) The execution, delivery and performance of this Agreement is supported by a duly adopted municipal resolution.
  - (l) The current monthly rent is \$ \_\_\_\_\_ and is being paid by \_\_\_\_\_.
14. **Environmental Covenants and Indemnity.** Landlord represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord will not introduce or use, nor permit Tenant or Successor Tenant to introduce or use, any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Landlord or, to Landlord's knowledge, by any prior owner or user of the Property. Landlord shall defend, indemnify, protect and hold APWII harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.
15. [General Indemnity. In addition to the Environmental Indemnity set forth above, Landlord and APWII shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Premises by the indemnifying party. This indemnity shall not apply to any claims to the extent they arise from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWII shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Premises are located.]
16. **Memorandum.** On or prior to the Effective Date, Landlord shall deliver to APWII two originals of a Memorandum of Assignment of Lease Rents and Successor Lease Rents in the form of Exhibit E attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. APWII may elect to file in such place or places as APWII deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Rents and the proceeds thereof as collateral, and Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that APWII shall have a perfected security interest in such collateral.
17. **Assignment; Secured Parties.** APWII has the unrestricted right to assign or grant a security interest in all of APWII's interest in and to this Agreement, and may assign this Agreement to any such assignees or holders of

## EXHIBIT "A-1"

security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Landlord agrees to notify APWII and Secured Parties simultaneously of any default by APWII and give APWII and Secured Parties the same right to cure and cure period for any default as granted to Landlord. If a termination, disaffirmation or rejection of this Agreement by APWII shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Landlord shall terminate this Agreement for any reason, Landlord will notify Secured Parties promptly and Landlord shall enter into a new agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to APWII's interest under this Agreement, such Secured Party shall have no liability for any defaults of APWII accruing prior to the date that such Secured Party succeeds to such interest. Landlord will enter into modifications of this Agreement reasonably requested by any Secured Party. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Lease and/or the Premises or any portion thereof.

18. **Casualty and Eminent Domain.** Landlord shall promptly notify APWII of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. APWII shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest, only up to and not to exceed the amount of the Assignment Amount paid herein, under the Lease or a Successor Lease for the period commencing on the Effective Date and ending on the last day of the Assignment Term. Landlord shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to APWII.
19. **Further Assurances.** The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease or a Successor Lease.
20. **Dispute Resolution.**
  - (a) If APWII fails to perform any of its obligations under this Agreement, Landlord agrees to notify APWII and any Secured Parties in writing of any default by APWII, and to give APWII and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from APWII's receipt of the written default notice. If APWII or any Secured Parties shall fail to cure any default in accordance with this Section, Landlord agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Landlord may be compensated are limited to the actual damages of Landlord, and shall in no event exceed the amount of consideration paid by APWII for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by APWII or its tenants, APWII shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by APWII.
  - (b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Landlord and APWII shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.
21. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.
22. **Entire Agreement.** This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and APWII with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of APWII or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

## EXHIBIT "A-1"

23. Counterparts. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
24. Amendments, Etc. This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder, including the obligation to deliver any security deposit to APWII pursuant to Section 2(c) hereof, shall burden the land upon which the Premises are located, and shall run with such land. APWII may from time to time sell, convey, assign, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of APWII's right, title and interest in and to this Agreement and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by APWII, Landlord shall in writing acknowledge a proposed or completed transfer by APWII and confirm that Landlord's consent thereto is not required.
26. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and APWII, and their permitted successors and assigns.
27. Governing Law.
- (a) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [DELAWARE/NEW YORK], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.
- (b) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.
28. Attorney's Fees. In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default of this Agreement. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) ten percent (10.0%) per annum or (b) the highest rate permitted by applicable law.
29. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

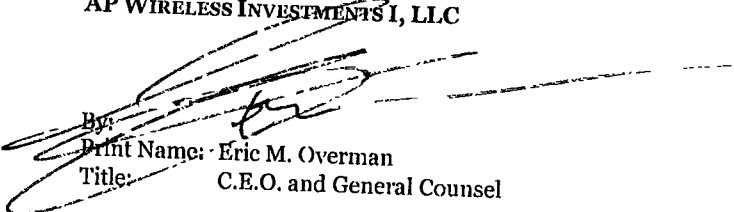
**[SIGNATURES ON FOLLOWING PAGES]**



**EXHIBIT "A-1"**

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

**AP WIRELESS INVESTMENTS I, LLC**

By: 

Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121  
Tel: (646) 912-8058  
Fax: (203) 549-0930

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, 20\_\_ before me, \_\_

(Name of Notary Public and Title)

Personally appeared Eric M. Overman personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)

**EXHIBIT "A-1"**

**EXHIBIT A  
THE LEASE AND ALL AMENDMENTS  
[ATTACHED]**

# **EXHIBIT "A-1"**

## **EXHIBIT B AMORTIZATION SCHEDULE**

# EXHIBIT "A-1"

## EXHIBIT C

### TENANT NOTIFICATION LETTER

[Carrier Name and Address]

Re:

Dear Sir/Madam:

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "AP WIRELESS INVESTMENTS I, LLC," subject to any further instructions you may hereafter receive from AP WIRELESS INVESTMENTS I, LLC, and should be delivered to AP WIRELESS INVESTMENTS I, LLC at . Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease. Any future communications regarding any amounts payable by you to Landlord under the Lease should be made as directed by AP WIRELESS INVESTMENTS I, LLC. If you have any questions about the foregoing, please contact at ( ) .

Sincerely,

By:  
Name:  
Title:

**EXHIBIT "A-1"**

**EXHIBIT D**

**LIENS AND ENCUMBRANCES**

# EXHIBIT "A-1"

## EXHIBIT E

### MEMORANDUM

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

AP WIRELESS INVESTMENTS I, LLC  
5522 Main Street  
Stratford, CT 06614

Attn: Eric M. Overman

#### MEMORANDUM OF ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS

This Memorandum of Assignment of Lease Rents and Successor Lease Rents (this "Memorandum") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Landlord"), and AP WIRELESS INVESTMENTS I, I.L.C, a Delaware limited liability company ("APWII").

A. Landlord, as lessor, and \_\_\_\_\_, as lessee ("Tenant"), are parties to that certain lease agreement dated \_\_\_\_\_, between Landlord and Tenant (the "Lease") covering Site \_\_\_\_\_ and premises commonly known as \_\_\_\_\_ and as further described in Exhibit A hereto (the "Premises").

B. Landlord and APWII are parties to an Assignment of Lease Rents and Successor Lease Rents dated as of \_\_\_\_\_, (the "Agreement"), pursuant to which Landlord has, among other things, assigned to APWII its right, title and interest in all monies payable under the Lease and any Successor Lease (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise) (the "Rents"). The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of APWII's rights under the Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has assigned and hereby does sell and assign all of its right, title and interest in and to the Rents to APWII, on the terms and subject to the conditions set forth in the Agreement. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on \_\_\_\_\_. Landlord has retained all of Landlord's obligations and liabilities under the Lease or a Successor Lease. The term of the assignment of the Lease, and of a Successor Lease, is subject to extension on the terms and conditions set forth in the Agreement.



EXHIBIT "A-1"

Assignment of Lease Rents and Successor Lease Rents made as of \_\_\_\_\_, by and between AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company, and \_\_\_\_\_

AP WIRELESS INVESTMENTS I, LLC

*[Handwritten signature]*  
By: \_\_\_\_\_

Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121

STATE OF *California* }  
COUNTY OF *San Diego* }

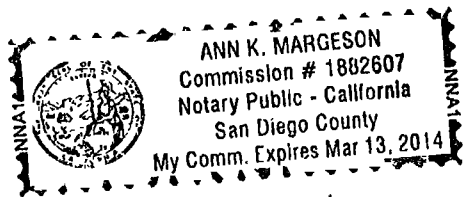
On *March 25*, 20*13* before me, *Ann K. Margeson, Notary Public*  
(Name of Notary Public and Title)

Personally appeared Eric M. Overman personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *[Handwritten signature]* (seal)



# **EXHIBIT "A-1"**

## **EXHIBIT F**

### **LEGAL DESCRIPTION OF PROPERTY**

Property Description:

**[LEGAL DESCRIPTION]**



**EXHIBIT "A-2"**

**Antenna Site Marketing and Services Agreement**

## EXHIBIT "A-2"

### Antenna Site Marketing and Services Agreement

This Antenna Site Marketing and Services Agreement (this "Agreement") is made and entered into as of this        day of        , 2013, by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Site Owner") and AP WIRELESS INVESTMENTS I, LLC (hereinafter "APWII").

#### BACKGROUND:

- A. The Site Owner is of the opinion that APWII has the necessary qualifications, experience, and abilities to provide marketing and consulting services in connection with the marketing of the property located at        (the "Property") belonging to the Site Owner.
- B. APWII is agreeable to providing such services to the Site Owner, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Engagement:** The Site Owner hereby agrees to engage APWII to provide the Site Owner with services consisting of marketing the Property to prospective companies looking to place antennas and build wireless communications infrastructure (known as "New Site Users"), and such other services as the Site Owner and APWII may agree upon from time to time (the "Services"), and APWII hereby agrees to provide these Services to the Site Owner.
2. **Term of Agreement:** The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a period of five (5) years, with the said term being capable of extension by mutual written agreement of the parties.
3. **Performance:** Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. **Compensation:** For the Services provided by APWII under this Agreement, the Site Owner will pay to APWII compensation in the following manner: Upon contract signature with a new site user (outside the agreed upon Easement area), APWII will be paid an amount of percent (    %) of the contract license fee, for as long as the contract remains in existence, payable on the 10<sup>th</sup> day of each month.
5. **Assignment:** This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of APWII. APWII will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Site Owner.
6. **Capacity/Independent Contractor:** It is expressly agreed that APWII is acting as an independent contractor and not as an employee in providing the Services hereunder. APWII and the Site Owner acknowledge that this Agreement does not create a partnership or joint venture between them.
7. **Modification of Agreement:** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

# EXHIBIT "A-2"

## Antenna Site Marketing and Services Agreement

8. **Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
9. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.
10. **Governing Law:** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of \_\_\_\_\_, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Antenna Site Marketing and Services Agreement on the dates written below.

**Site Owner:**

**APWII**

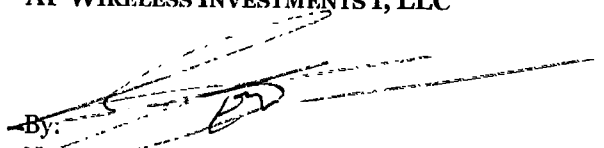
**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

**AP WIRELESS INVESTMENTS I, LLC**

By:

Name: Benjamin Groeneweg  
Its: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne, Board of Public Works, per the attached resolution

~~By:~~

  
Name: Eric M. Overman  
Its: C.E.O. and General Counsel

Date:

Date:

3/25, 2013

Address: 200 East Berry Street, Suite 240

City: Fort Wayne

State: Indiana

Zip: 46802-2736

Tel: (260) 427-1365

Fax: (260) 427-8572

Address: 9373 Towne Centre Drive, Suite 200

City: San Diego

State: California

Zip: 92121

Tel: (646) 912-8058

Fax: (203) 549-0930

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE, INDIANA,  
AUTHORIZING MARKETING AGREEMENTS  
AND THE ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS**

**RESOLUTION NUMBER 100-3-27-13-1**

WHEREAS, the City of Fort Wayne, Indiana (hereinafter referred to as the "City"), owns certain real property and the water towers located thereon located at 7602 Bass Road, Fort Wayne, Indiana, 46804 (hereinafter referred to as the "West Side" location), 13323 Coldwater Road, Fort Wayne, Indiana, 46845 (hereinafter referred to as the "Coldwater" location), and 1016 Dupont Road, Fort Wayne, Indiana, 46825 (hereinafter referred to as the "Dupont" location), all three (3) locations being described more particularly in Exhibit "A", attached hereto and made a part of this Resolution by this reference; and

WHEREAS, the City as Lessor, currently leases space on the water towers at the above mentioned locations to certain wireless communication companies and carriers (hereinafter referred to as the "Existing Leases"); and

WHEREAS, AP Wireless Investment I, LLC (hereinafter referred to as "APW") wishes to purchase the City's rights to collect rents and/or lease payments as delineated in the Existing Leases; and

WHEREAS, the City wishes to sell and assign the City's rights to collect rents and/or lease payments from the Existing Leases to APW; and

WHEREAS, the City-owned water towers located at the West Side, Coldwater, and Dupont locations all have extra space on top of the water towers that could facilitate more wireless communications antennae; and

WHEREAS, APW has agreed to pay the City for APW's right to market said extra space to wireless communications companies and carriers; and

WHEREAS, the City wishes to allow APW to market said extra space in exchange for financial consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter referred to as the "Board") approves the Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW.
2. That the Board approves the Antenna Site Marketing and Services Agreement agreements between the City and APW.


3. That the Board approves the Memorandum of Understanding agreements between the City and APW.
4. That the Board hereby authorizes Benjamin Groeneweg, Program Manager of Utility Asset Management and Sustainability with Fort Wayne City Utilities Engineering, to sign in the name of and on behalf of the Board, the three (3) Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW, the three (3) Antenna Site Marketing and Services Agreement agreements between the City and APW, and the three (3) Memorandum of Understanding agreements between the City and APW.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

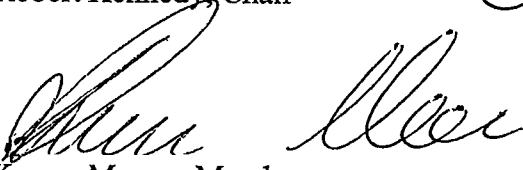
**APPROVED** this 27<sup>th</sup> day of March, 2013.

**BOARD OF PUBLIC WORKS**


By:

  
Robert Kennedy, Chair

By:

  
Kumar Menon, Member

By:

  
Mike Avila, Member

Attest:

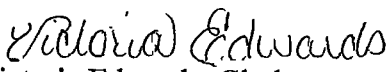
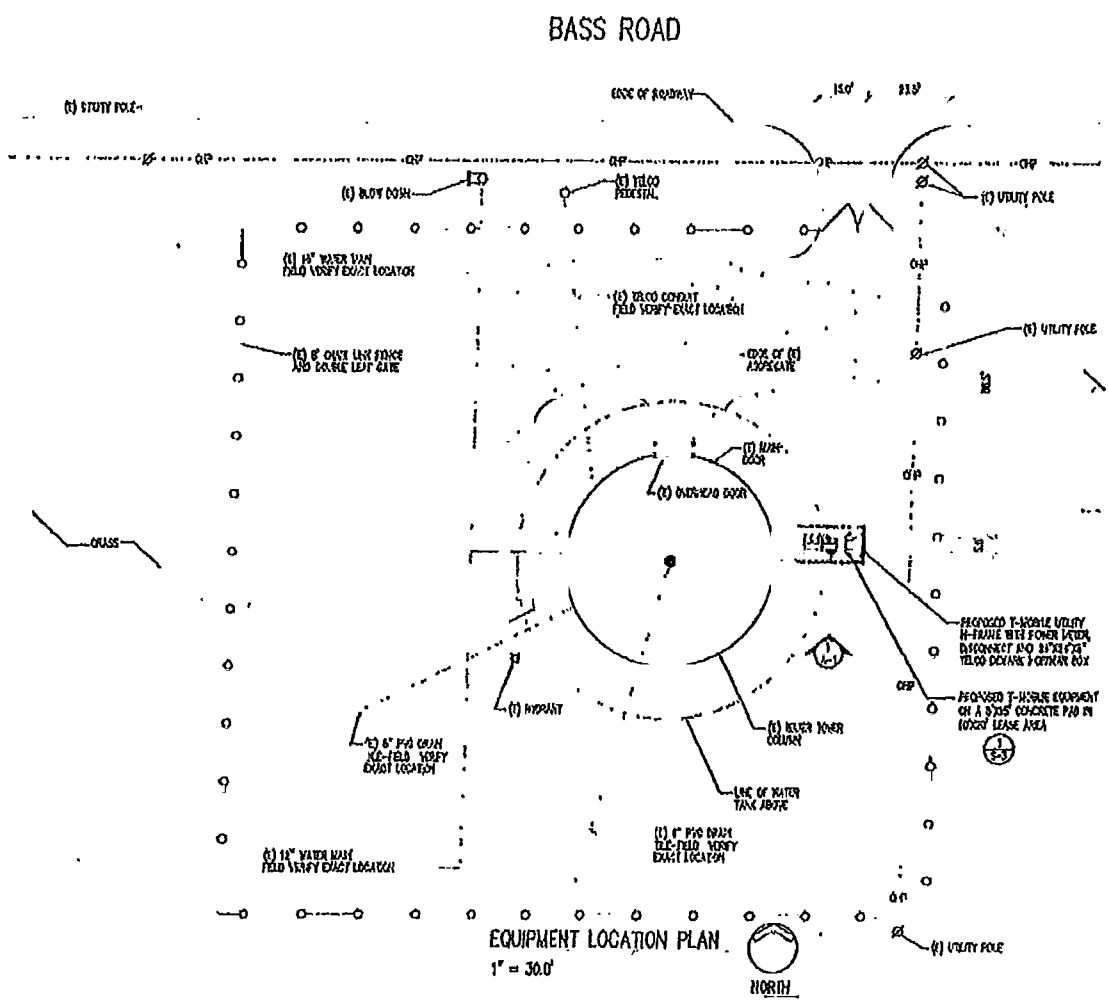
  
Victoria Edwards, Clerk

EXHIBIT "A" Page 1  
 "Wes-Side" Location

Site



Part of the Wes- 206.5 feet of  
 the Eas- 1,699.75 feet of the  
 Nor-n 208.7 feet of the Nor-nwes.  
 Quarter of Section 1, Aboite Township.

EXH. 3 - "A" Page 7  
"Co dwa-cr" Location

Parcel I:

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of the Northeast One-Quarter of said Section 28, a distance of 260.0 feet (deed) to the Southeast corner of a tract of land owned by Irving Ready Mix in Deed Record 489, page 413; thence North 89°48'10" West and parallel to the North line of said Northeast One-Quarter, and along the South line of said Irving Ready Mix parcel, a distance of 187.40 feet to a 5/8 inch diameter iron pin set at the Point of Beginning.

Beginning at the above described point; thence South 00°11'50" West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89°48'10" West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00°11'50" East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89°48'10" East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

Parcel II:

A non-exclusive easement for the purpose of ingress and egress, for the benefit of Parcel I as created by Corporate Warranty Deed dated July 27, 2001 and recorded July 31, 2001 as Document Number 201052860 over and across the following described real estate in Allen County:

A twenty (20) foot ingress and egress easement, lying ten (10) feet on both sides of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 32, Range 12 East, in Allen County, Indiana, as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of said Section 28, a distance of 260.1 feet; thence North 89°48'10" West, a distance of 187.40 feet; thence South 00°11'50" West, a distance of 56.00 feet to the point of beginning; thence South 89°48'10" East, a distance of 147.76 feet to the point of terminus of said easement.

EXHIBIT - "F" Page 3

"Judson" Location

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE REVISION OF A FORM OF INSTRUMENT, PRINTED IN BLANK SPACES, STATING OUT PROVISIONS AND REVISIONS OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
Utility Development Corporation  
c/o Utility Center  
927 S. Harrison  
Fort Wayne, Ind. 46802

**WARRANTY DEED** 77-033218

This Indenture witnesseth that ROBERT C. WERKMAN and VERNA O. JACKSON (WERKMAN), husband and wife, and each over the age of eighteen (18) years,

of Allen County in the State of Indiana

Convey and warrant to UTILITY DEVELOPMENT, CORPORATION, an Indiana Corporation,

of Allen County in the State of Indiana

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, Allen County, ss: Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of November 1977 personally appeared

Robert C. Werkman and Verna O. Jackson (Werkman), husband and wife, and each over the age of eighteen (18) years.

Dated this 15th day of November 1977

Robert C. Werkman Srd

Verna O. Jackson (Werkman) Srd

And acknowledged the execution of the foregoing deed, in witness whereof, I have signed my name and affixed my official seal, this 21st day of November 1977.

Robert W. Haller Notary Public ROBERT W. HALLER

DULY ENTERED FOR TAXATION

NOV 14 1977

Jane M. Uebelacker Srd AUDITOR OF ALLEN COUNTY

This instrument prepared by Robert W. Haller

ALAK to: Lawrence E. Shine 200 Strauss Bldg.

INSTRUMENT IS 11607

COMPLIES THE ALLEN COUNTY BROWNS BAR ASSOCIATION, PWA 1127

## Antenna Site Marketing and Services Agreement

This Antenna Site Marketing and Services Agreement (this "Agreement") is made and entered into as of this 29 day of March, 2013, by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Site Owner") and AP WIRELESS INVESTMENTS I, LLC (hereinafter "APWII").

### BACKGROUND:

- A. The Site Owner is of the opinion that APWII has the necessary qualifications, experience, and abilities to provide marketing and consulting services in connection with the marketing of the property located at 1016 Dupont Rd., Road, Fort Wayne, IN 46825 (the "Property") belonging to the Site Owner.
- B. APWII is agreeable to providing such services to the Site Owner, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Engagement:** The Site Owner hereby agrees to engage APWII to provide the Site Owner with services consisting of marketing the Property to prospective companies looking to place antennas and build wireless communications infrastructure (known as "New Site Users"), and such other services as the Site Owner and APWII may agree upon from time to time (the "Services"), and APWII hereby agrees to provide these Services to the Site Owner.
2. **Term of Agreement:** The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a period of five (5) years, with the said term being capable of extension by mutual written agreement of the parties.
3. **Performance:** Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. **Compensation:** For the Services provided by APWII under this Agreement, the Site Owner will pay to APWII compensation in the following manner: Upon contract signature with a new site user (outside the agreed upon Easement area), APWII will be paid an amount of twenty percent (20%) of the contract license fee, for as long as the contract remains in existence, payable on the 10<sup>th</sup> day of each month.
5. **Assignment:** This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of APWII. APWII will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Site Owner.
6. **Capacity/Independent Contractor:** It is expressly agreed that APWII is acting as an independent contractor and not as an employee in providing the Services hereunder. APWII and the Site Owner acknowledge that this Agreement does not create a partnership or joint venture between them.
7. **Modification of Agreement:** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

## Antenna Site Marketing and Services Agreement

8. **Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
9. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.
10. **Governing Law:** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

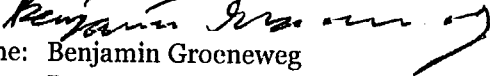
IN WITNESS WHEREOF the parties have duly executed this Antenna Site Marketing and Services Agreement on the dates written below.

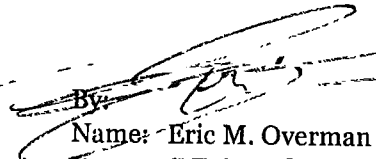
Site Owner:

APWII

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE

AP WIRELESS INVESTMENTS I, LLC

By:   
Name: Benjamin Grocneweg  
Its: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne, Board of Public Works, per the attached resolution

By:   
Name: Eric M. Overman  
Its: C.E.O. and General Counsel

Date: 3/29/2013

Date: 3-25-13

Address: 200 East Berry Street, Suite 240

City: Fort Wayne

State: Indiana

Zip: 46802-2736

Tel: (260) 427-1365

Fax: (260) 427-8572

Address: 9373 Towne Centre Drive, Suite 200

City: San Diego

State: California

Zip: 92121

Tel: (646) 912-8058

Fax: (203) 549-0930

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE, INDIANA,  
AUTHORIZING MARKETING AGREEMENTS  
AND THE ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS**

**RESOLUTION NUMBER 100-3-27-13-1**

WHEREAS, the City of Fort Wayne, Indiana (hereinafter referred to as the "City"), owns certain real property and the water towers located thereon located at 7602 Bass Road, Fort Wayne, Indiana, 46804 (hereinafter referred to as the "West Side" location), 13323 Coldwater Road, Fort Wayne, Indiana, 46845 (hereinafter referred to as the "Coldwater" location), and 1016 Dupont Road, Fort Wayne, Indiana, 46825 (hereinafter referred to as the "Dupont" location), all three (3) locations being described more particularly in Exhibit "A", attached hereto and made a part of this Resolution by this reference; and

WHEREAS, the City as Lessor, currently leases space on the water towers at the above mentioned locations to certain wireless communication companies and carriers (hereinafter referred to as the "Existing Leases"); and

WHEREAS, AP Wireless Investment I, LLC (hereinafter referred to as "APW") wishes to purchase the City's rights to collect rents and/or lease payments as delineated in the Existing Leases; and

WHEREAS, the City wishes to sell and assign the City's rights to collect rents and/or lease payments from the Existing Leases to APW; and

WHEREAS, the City-owned water towers located at the West Side, Coldwater, and Dupont locations all have extra space on top of the water towers that could facilitate more wireless communications antennae; and

WHEREAS, APW has agreed to pay the City for APW's right to market said extra space to wireless communications companies and carriers; and

WHEREAS, the City wishes to allow APW to market said extra space in exchange for financial consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:


1. That the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter referred to as the "Board") approves the Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW.
2. That the Board approves the Antenna Site Marketing and Services Agreement agreements between the City and APW.

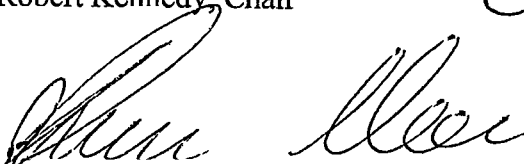
3. That the Board approves the Memorandum of Understanding agreements between the City and APW.
4. That the Board hereby authorizes Benjamin Groeneweg, Program Manager of Utility Asset Management and Sustainability with Fort Wayne City Utilities Engineering, to sign in the name of and on behalf of the Board, the three (3) Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW, the three (3) Antenna Site Marketing and Services Agreement agreements between the City and APW, and the three (3) Memorandum of Understanding agreements between the City and APW.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

**APPROVED** this 27<sup>th</sup> day of March, 2013.

**BOARD OF PUBLIC WORKS**

By:   
Robert Kennedy, Chair

By:   
Kumar Menon, Member

By:   
Mike Avila, Member

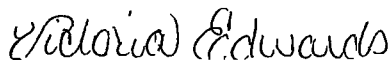
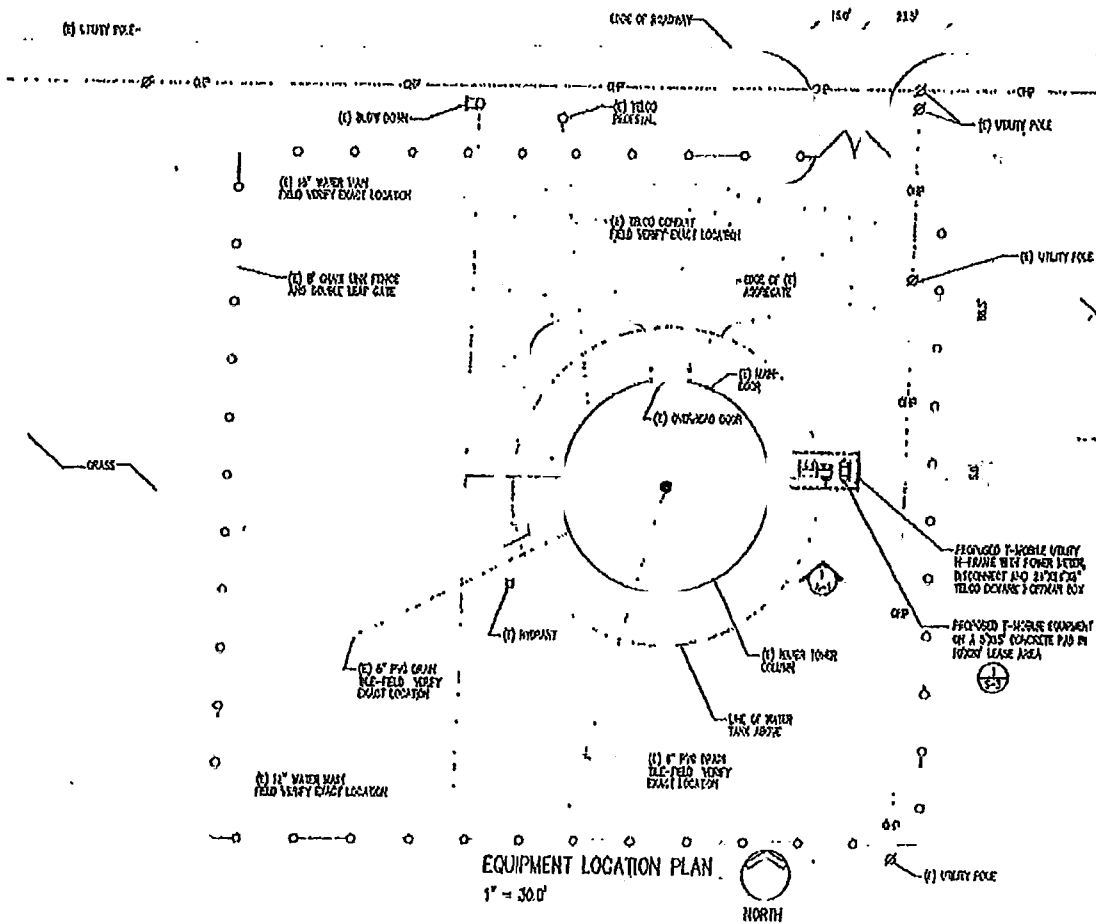
Attest:   
Victoria Edwards, Clerk

EXHIBIT "A" Page 1  
 "West Side" Location

Site

BASS ROAD



Part of the West 206.5 feet of  
 the East 1699.75 feet of the  
 North 208.7 feet of the North-west  
 Quarter of Section 1, Kboite Township.

EXHIBIT "A" page 7  
"Co d wa - cr" Location

Parcel I:

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

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Beginning at the above described point; thence South 00°11'50" West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89°48'10" West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00°11'50" East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89°48'10" East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

Parcel II:

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"Juno"- Location

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE EXECUTION OF A FORM OF THIS KIND, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
Utility Development Corporation  
o/o Utility Center  
B27 S. Harrison  
Fort Wayne, Ind, 46802

**WARRANTY DEED 77-033218**

This indenture witnesseth that **ROBERT C. WERKMAN and VERA O. JACKSON (WERKMAN)**, husband and wife, and each over the age of eighteen (18) years,

of **Allen** County in the State of **Indiana**

Convey and warrant to **UTILITY DEVELOPMENT, CORPORATION, an Indiana Corporation,**

of **Allen** County in the State of **Indiana**

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in **Allen** County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the East line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, **Allen** County, ss: Before me, the undersigned, a Notary Public in and for said County and State, this **10th** day of November 1977 personally appeared:

Dated this **10th** day of November 19**77**

**Robert C. Werkman and Vera O. Jackson (Werkman)**, husband and wife, and each over the age of eighteen (18) years.

*Robert C. Werkman* Seal  
**ROBERT C. WERKMAN**  
*Vera O. Jackson (Werkman)* Seal  
**VERA O. JACKSON (WERKMAN)**

And acknowledged the execution of the foregoing deed, in witness whereof, I have hereunto subscribed my name and affixed my official seal, this **10th** day of November 1977.

*Robert W. Haller*  
**ROBERT W. HALLER**  
Notary Public

**DULY ENTERED FOR TAXATION:**  
**NOV-14 1977**

*James H. Uebelacker* Seal  
**AUDITOR OF ALLEN COUNTY**

This instrument prepared by: **Robert W. Haller**

Attorney: **Lawrence H. Shine**  
**200 Strauss Bldg.**

Attorney at Law  
**INSTRUMENT # 11607**  
COPYRIGHT THE ALLEN COUNTY SHERIFFS BAR ASSOCIATION, INC. 1977

### ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS

THIS ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS ("Agreement") is made as of the 29 day of March, 2013 ("Effective Date"), by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, whose address is 200 East Berry Street, Suite 240, Fort Wayne, Indiana 46802 ("Landlord") and AP Wireless Investments I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Landlord" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns.

**WHEREAS**, Landlord, as lessor, successor in interest to Utility Center, Inc., an Indiana corporation, and Omnipont Communications Midwest Operations, LLC, a Delaware limited liability company, as lessee ("T-Mobile"), are parties to that certain lease agreement ("T-Mobile Lease") dated May 5, 1998, and whereas Landlord, as lessor, successor in interest to Utility Center, Inc. dba Aqua Indiana, Inc., an Indiana corporation, and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, as lessee ("US Cellular"), are parties to that certain lease agreement ("US Cellular Lease") dated May 5, 1998;

T-Mobile and Us Cellular shall collectively, be referred to as ("Tenant"), and the T-Mobile Lease and US Cellular Lease shall be collectively be referred to as the ("Lease"), a copy of which is attached hereto as Exhibit A covering the premises (the "Premises") therein described, Landlord's right, title and interest in all monies payable by Tenant (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise but not including payments in respect of real property taxes and assessments, insurance maintenance charges or utilities) under the Lease or by Successor Tenant (as defined below) under any Successor Lease (as defined below) (the "Rents") shall be referred to herein as the "Landlord's Interest". Landlord is the owner of the land and improvements, on which the Premises are located in the County of Allen, State of Indiana, commonly known as 1016 Dupont Road, Fort Wayne, IN 46825 (the "Property").

**WHEREAS**, Landlord wishes to assign and APWII wishes to receive Landlord's Interest, together with all other rights and interests as described herein for the Assignment Term.

**WHEREAS**, Landlord and APWII wish to incorporate the Rider to Memorandum of Understanding ("Rider") attached hereto as Exhibit "G", and hereby incorporate the terms of the Rider as though fully set forth herein.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment; Assignment Amount; Payment.
  - (a) Subject to the rights of the Tenant under the Lease or Successor Tenant under a Successor Lease, Landlord hereby irrevocably and unconditionally assigns to APWII all of Landlord's beneficial rights, title and interests in the Rents described therein for the period commencing on the date hereof and ending on May 1, 2063 (the "Assignment Term"), with no representations or warranties of any kind other than those provided herein.
  - (b) APWII shall pay to Landlord, the amount of \$535,000.00 ("Assignment Amount") in payment of the assignment of Rents and the other rights and interests granted by Landlord to APWII as described herein. The Assignment Amount shall be in full payment of the rights granted by Landlord to APWII and Landlord shall not be entitled to any other compensation or payments of any kind under this Agreement or otherwise in connection with the Rents assignment or other rights granted to APWII under this Agreement or under any other documents executed in connection herewith.
  - (c) Landlord promises to pay to the order of APWII, at the times and in the manner provided herein, a principal sum equal to the Assignment Amount, plus interest thereon at the rate of seven and twenty-three hundredths percent (7.23%) per annum (the "Stated Interest Rate"). Principal shall be payable in monthly installments in the amounts (the "Monthly Principal Amounts") set forth on Exhibit B. All interest shall be calculated on the basis of twelve 30-day months and the actual number of days elapsed.
  - (d) On or prior to the 10<sup>th</sup> calendar day of each calendar month commencing with the first calendar month after the date hereof, Landlord shall apply the Monthly Servicing Collections (as defined below) for the immediately preceding calendar month to Landlord's obligations hereunder in the following order: first, to unpaid late charges, default interest and similar charges then due from Tenant under the Lease or Successor Tenant under a Successor Lease, and to any unpaid fees, charges and expenses then due from Landlord to APWII hereunder; second, the excess, if any, to accrued but unpaid interest at the Stated Interest Rate through and including the final day of the immediately preceding calendar month; third, the excess, if any, to

the Monthly Principal Amount set forth on Exhibit B with respect to the immediately preceding calendar month; and fourth, the excess, if any, to the Landlord, such excess to be accrued and paid in a lump sum within 90 days after the end of each calendar year. "Monthly Servicing Collections" shall mean, for each calendar month, the Rents received in the Servicing Account (as defined below) in respect of the Lease or Successor Lease during such calendar month.

- (e) Landlord may prepay the Assignment Amount in full, but not in part, provided that Landlord delivers unequivocal and irrevocable written notice thereof to APWII not less than 30 calendar days prior thereto, specifying the prepayment date, and pays to APWII on the date so specified, by wire transfer of immediately available funds denominated in U.S. dollars, an amount equal to the sum of (a) the remaining unpaid Assignment Amount, (b) all accrued but unpaid interest, (c) other charges due under any of the Assignment Documents and (d) a fee in an amount equal to five percent (5.0%) of the remaining unpaid Assignment Amount.
2. Assignment Absolute. This Agreement shall be a present, absolute and unconditional assignment, and shall, immediately upon execution, give APWII the right to collect all Rents. Landlord hereby irrevocably appoints APWII as its true and lawful attorney-in-fact, with full power of substitution, to demand and collect Rents and to exercise the other rights and remedies of lessor under the Lease or Successor Lease, as provided for under this Agreement[, which power is coupled with an interest].
3. Rights Assigned to APWII.
- (a) During the Assignment Term, APWII is hereby appointed as Landlord's attorney-in-fact with full power of substitution to demand and collect Rents and to exercise all rights and remedies of Landlord under the Lease or a Successor Lease granted to APWII under this Agreement[, which power and right is coupled with an interest]. Landlord covenants and agrees that Landlord remains the fee owner of the Property and Land and Landlord is not assigning and shall continue to comply with all obligations of the lessor under the Lease or a Successor Lease.
- (b) Without limiting the generality of the foregoing, upon the occurrence of an Event of Default (as defined below), APWII shall be assigned the following rights and remedies under the Lease or a Successor Lease, which rights are limited only by applicable law and by the terms of this Agreement and the terms of the Lease or a Successor Lease, which rights and remedies APWII may, in its sole discretion, elect to exercise in whole or in part, but with no obligation to do so:
- (i) to collect and receive Rents due or to become due and payable with respect to the use, occupancy or enjoyment of the Premises (provided that payments in respect of real property taxes and assessments, insurance maintenance charges or utilities shall, if and to the extent payable to Landlord by Tenant under the Lease or Successor Lease, may be paid directly by Tenant or Successor Tenant to Landlord);
  - (ii) to modify, amend or waive the Lease or Successor Lease provisions in effect during the Assignment Term modifying the Rents payment obligation under the Lease or a Successor Lease (including granting Rents concessions to the Tenant or Successor Tenant, whether in respect of amount, timing or frequency), the Tenant's or Successor Tenant's termination rights under the Lease or a Successor Lease, and the Tenant's or Successor Tenant's use rights under the Lease or a Successor Lease. Provided however, APWII may not expand the rights of Tenant under the Lease or Successor Lease under a Successor Lease;
  - (iii) to terminate the Lease or a Successor Lease or to allow Tenant or Successor Tenant to terminate the Lease or a Successor Lease, in either case, for any reason;
  - (iv) to continue the Lease or a Successor Lease in effect after Tenant's or Successor Tenant's breach, in APWII's sole discretion;
  - (v) to extend or renew the term of the Lease or a Successor Lease from time to time (but not beyond the end of the Assignment Term) or to decline to do so;
  - (vi) to grant any consent or approval under the Lease or a Successor Lease or to decline to do so, to the extent that any such consent or approval might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
  - (vii) to accept or decline an abandonment of the Premises or property installed thereon;

- (viii) to release, revoke or re-assign any rights it may have hereunder to Landlord;
  - (ix) to exercise all of Landlord's rights and remedies under the Lease or a Successor Lease as they pertain to the collection of Rents or sums due under the Lease or a Successor Lease in such manner and in such order or combination as APWII deems appropriate in its reasonable discretion;
  - (x) to commence, defend and compromise any action or proceeding relating to the Tenant's, Successor Tenant's, or Landlord's obligations under the Lease or a Successor Lease to the extent that any of the foregoing might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant and to retain or direct counsel of its choosing in any such action or proceeding;
  - (xi) to file, pursue, defend or compromise any claim or adversary proceeding in bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease;
  - (xii) to consent to, or decline to consent to, an assignment or sublease of Tenant's or Successor Tenant's interests in this Lease, Successor Lease, or the Premises to the extent that any such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
  - (xiii) to protect and defend its rights in the Premises (including the Landlord's rights in the Premises conveyed to APWII hereunder), or to require that the Landlord protect and defend such rights;
  - (xiv) subject to the provisions of Section 4 below, to exercise any other right or take or refuse to take any other action that Landlord would otherwise be permitted to exercise under the Lease or a Successor Lease or by any applicable federal, state, municipal and local laws, rules, ordinances, regulations and permits (collectively, "Law(s)") with respect to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease or tenancy of the Premises.
- (c) During the Assignment Term, Landlord shall not, other than to the extent required herein, including to the extent required to perform its obligations under the Lease or a Successor Lease as set forth in Section 4 below, or upon the written consent or direction of APWII, exercise any right or remedy of Landlord under the Lease, Successor Lease, or by Law to the extent that the exercise of any such right or remedy might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant. During the Assignment Term, Landlord shall take such actions as may be reasonably requested by APWII for such purpose.
- (d) If and to the extent that any security deposit or other deposit (whether in the form of cash, letter of credit or other security) has been made by Tenant or Successor Tenant under the Lease or a Successor Lease (collectively, "Deposits"), (i) Landlord hereby assigns all of its rights, title and interests in the Deposits to APWII as of the Effective Date; (ii) if Landlord has not already done so, Landlord shall cause such Deposits to be promptly transferred to APWII; (iii) APWII shall hold and apply such Deposits during the Assignment Term in accordance with the Lease or a Successor Lease; and (iv) if the Lease or a Successor Lease is not sooner terminated or expired, APWII shall transfer any remaining Deposits back to Landlord upon the expiration of the Assignment Term.
- (e) From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by APWII, exercise or enjoy any of the beneficial rights or remedies of lessor under the Lease or a Successor Lease to the extent that the exercise of any such rights or remedies might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.
- (f) Notwithstanding anything to the contrary within, to the extent that the Lease requires any assignee of Landlord's rights to assume all obligations of Landlord under the Lease, then (i) Landlord also transfers and assigns to APWII, as of the Effective Date, any and all of its obligations in, to and under the Lease, (ii) APWII assumes, recognizes and is responsible for all such obligations, and (iii) Landlord shall cooperate with APWII to facilitate APWII's fulfillment of all such obligations, and Landlord shall indemnify, defend and hold harmless APWII for any performance of APWII of such obligations that reasonably relate to the Property outside of the Premises.
4. Landlord's Ongoing Obligations. The parties hereby acknowledge that by this Agreement, APWII has not assumed any of the obligations, duties or liabilities of Landlord under the Lease or a Successor Lease. Nothing contained herein, and no action or forbearance or exercise of the rights and remedies of Landlord under the Lease or a Successor Lease on the part of APWII as permitted by this Agreement, shall constitute or be construed

as an assumption by APWII of any obligation of Landlord under the Lease or a Successor Lease whether arising before, on or after the Effective Date. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any person in, on, under or about the Property, including the Premises. During the Assignment Term, Landlord shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Landlord under the Lease, Successor Lease, or by Law, other than those assigned herein, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall:

- (a) not suffer or allow any breach, default or event of default by Landlord to occur under the Lease or a Successor Lease;
- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Lease or a Successor Lease or inducing or causing Tenant or Successor Tenant to exercise, or not to exercise, a right to renew or extend the Lease or a Successor Lease;
- (c) not perform or discharge any obligation or liability of Landlord under the Lease or a Successor Lease in a manner that would: (i) hinder, delay or otherwise adversely affect APWII's receipt and collection of Rents or the exercise by APWII of any of its other rights or remedies under the Lease or a Successor Lease granted to APWII under this Agreement; or (ii) give rise to any offset or deduction by Tenant or Successor Tenant, or the withholding by Tenant or Successor Tenant of Rents for any cause or reason whatsoever, or the assertion of any such right by Tenant or Successor Tenant;
- (d) keep and ensure that the Property and the Premises remain in compliance with all Laws;
- (e) not terminate or accept a surrender or termination of the Lease or a Successor Lease;
- (f) at Landlord's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Lease or a Successor Lease or the obligations or liabilities of the Landlord thereunder;
- (g) not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Premises, Property or the Lease or a Successor Lease which in any way is superior to or that jeopardizes in any manner or respect APWII's assignment or interest conveyed under this Agreement;
- (h) promptly pay (or ensure payment of) any and all real property, personal property and/or other taxes, levies, interests or assessments that may become due and owing relating to the Property, the Premises and any improvements located thereon;
- (i) operate and maintain the Property, Premises and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Lease or a Successor Lease, this Agreement or any assignments or agreements entered into between the Landlord and APWII;
- (j) comply with all obligations, duties and liabilities as Landlord under the Lease or a Successor Lease, and satisfy all such obligations in good faith and with due diligence;
- (k) promptly forward to APWII any written notice or communication by, to or from Landlord and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Lease or a Successor Lease or any existing or future lease or other agreement at or upon the Property or Premises or which notice may affect or relate to the Property or Premises or the operation or function thereof in any manner or respect; and
- (l) name APWII, its stockholders, members, partners, affiliates or lenders as additional named insureds under any and all property, casualty and liability insurance policies relating to the Property, the Premises or improvements or the leases or easements thereon.

Without the express prior written consent of APWII, during the Assignment Term, Landlord shall not, and shall have no authority to, amend, modify, extend or renew the Lease or a Successor Lease, or waive any default thereunder, or declare or assert the extension, renewal, termination or expiration thereof. APWII may give or withhold its consent, in its sole and absolute discretion, to the extent that such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.

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

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

5. Servicing By APWII.

- (a) As additional security for the payment and performance by Landlord of its obligations hereunder, Landlord hereby appoints APWII as its exclusive servicer under the Lease or Successor Lease with respect to all rights and remedies relating to the period commencing on the Effective Date and ending on the date that all amounts payable by Landlord hereunder have been paid in full. During such period and in such capacity, APWII shall have the sole and exclusive right to (i) receive and collect Rents payable with respect to the Assignment Term (provided that payments in respect of real property taxes and assessments shall, to the extent payable to the lessor under the Lease or Successor Lease, be paid by Tenant or Successor Tenant to Landlord); (ii) enforce all of the lessor's rights and remedies under the Lease or Successor Lease and applicable law at such time, in such manner and in such order or combination as APWII deems appropriate in APWII's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease; (v) decline a surrender or abandonment of the Premises by Tenant or Successor Tenant; (vi) continue the Lease or Successor Lease in effect after Tenant's or Successor Tenant's breach; (vii) extend or renew the term of the Lease or Successor Lease from time to time (but not beyond the last day of the Assignment Term), or decline to do so; (viii) collect and receive any holdover rent, (ix) grant or withhold consent to any assignment or sublease by Tenant or Successor Tenant under the Lease or Successor Lease; and (x) take any other action which the lessor is permitted to take under the Lease or Successor Lease or under applicable law with respect to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease or tenancy of the Premises. APWII shall have the right from time to time to appoint any other person as successor servicer hereunder. Neither APWII nor any successor servicer appointed by APWII shall have any liability to Landlord except for actual damages, if any, resulting from the gross negligence or willful misconduct of APWII or such successor servicer, respectively.
- (b) Nothing contained herein, and no action or forbearance on the part of APWII, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rents by APWII, the enforcement of the lessor's rights and remedies under the Lease or Successor Lease nor the taking of any action which the lessor is permitted to take under the Lease or Successor Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person in, on, under or about the Premises.

6. Servicing Account; Notice to Tenant.

- (a) On or prior to the date hereof, APWII has established a deposit account (the "Servicing Account") standing in the name of APWII at PNC Bank ("Bank"). All sums deposited in the Servicing Account shall be the property of APWII, and may be commingled with other sums collected by or property of APWII. APWII shall have the exclusive right to direct Bank regarding the disposition of any and all sums now or hereafter deposited in the Servicing Account. APWII shall have the right from time to time to change the financial institution at which the Servicing Account is maintained.
- (b) Landlord shall execute and furnish to APWII a notice (the "Tenant Notification Letter") in the form of Exhibit C attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an

- original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to cause Tenant to pay and deliver all Rents directly to the Servicing Account. APWII may elect also to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that APWII deems appropriate. After the Effective Date, Landlord shall notify APWII by facsimile transmission within 1 calendar day of Landlord's receipt of any payment in respect of Rents other than to the Servicing Account, and Landlord shall forward such payment to the Servicing Account within 1 business day (i) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of APWII prior to forwarding it to the Servicing Account) or (ii) by wire transfer (if such payment was received by Landlord in any other form). If Landlord fails or refuses to forward any such payment to the Servicing Account within the time and in the manner provided herein, then, in addition to the right to receive such payment and its other rights and remedies hereunder, Assignee shall be entitled to receive a processing fee equal to the greater of (i) five hundred dollars and 00/100 (\$500.00) and (ii) fifteen percent (15.0%) of such payment.
7. Successor Lease.
    - (a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall promptly and in good faith use its best efforts to negotiate and execute a lease (a "Successor Lease") between Landlord and a new tenant (a "Successor Tenant").
    - (b) Landlord shall obtain from APWII written consent to negotiate and execute a Successor Lease between Landlord and Successor Tenant. APWII may give or withhold its consent, in its sole and absolute discretion, to the foregoing to the extent that the foregoing might decrease, or affect the timing or collectability of, any Rents payable by the tenant of a Successor Lease. In the case of refusal of such consent, Landlord shall promptly and in good faith use its best efforts to negotiate and execute a Successor Lease between Landlord and another Successor Tenant.
  8. Cooperation by Landlord. From time to time hereafter, (a) Landlord shall promptly furnish to APWII such information (including documents and records in Landlord's possession, custody or control) regarding property owner's ownership of the Premises, the Lease or a Successor Lease, the Premises and Tenant as APWII reasonably requests; (b) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease or a Successor Lease) for the purpose of APWII's inspection of the Premises and improvements thereon, and such other purposes as APWII reasonably deems appropriate; and (c) Landlord shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Premises, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by the Tenant or Successor Tenant, any governmental authority or APWII, its stockholders, members, partners, affiliates or lenders. Landlord shall deliver to APWII a copy of any written communication that Landlord delivers to Tenant or Successor Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant or Successor Tenant. Landlord shall promptly deliver to APWII a copy of any written communication that Landlord receives from Tenant or Successor Tenant or any other person relating to the Lease, a Successor Lease, or the Premises. Landlord shall keep APWII reasonably informed of any other communications between Landlord, on the one hand, and Tenant or Successor Tenant, on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease, a Successor Lease, or the Premises.
  9. Improvements. Landlord agrees that all antennas, telecommunications equipment, alterations and other improvements brought or made to the Premises (collectively, the "Improvements") by Tenant or Successor Tenant shall be and remain Tenant's or Successor Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Lease or a Successor Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof. Tenant or Successor Tenant, in its sole discretion, may remove the Improvements or any portion thereof at any time during the term of the Lease or a Successor Lease, without notice to Landlord and without Landlord's consent.
  10. Impositions. Landlord shall pay and perform in a timely manner all mortgages that are liens against the Premises. Landlord shall pay or cause to be paid, prior to delinquency, all taxes, real property taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and APWII shall have no obligation or liability therefor. Without

limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant or Successor Tenant under the Lease or a Successor Lease, Landlord shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes. APWII may from time to time as APWII deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable.

11. Events of Default. The following events are each an "Event of Default" under this Agreement:

- (a) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Assignment Documents (as defined below), and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
- (b) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Lease or Successor Lease, and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
- (c) Any representation or warranty made by Landlord in any of the Assignment Documents is untrue or misleading as of the date hereof; or
- (d) Landlord has (i) applied for, or consented in writing to, the appointment of a receiver, trustee or liquidator; or (ii) filed a voluntary petition seeking relief under the Bankruptcy Code, or is unable, or admits in writing Landlord's inability to pay its debts as they become due; or (iii) made a general assignment for the benefit of creditors; or (iv) filed a petition or an answer seeking reorganization or an arrangement or a readjustment of debt with creditors, apply for, take advantage, permit or suffer to exist the commencement of any insolvency, bankruptcy, suspension of payments, reorganization, debt arrangement, liquidation, dissolution or similar event, under the law of the United States or of any state in which Landlord is a resident; or (v) filed an answer admitting the material allegations of a petition filed against Landlord in any such bankruptcy, reorganization or insolvency case or proceeding, or (vi) taken any action authorizing, or in furtherance of, any of the foregoing; or
- (e) Either (i) an involuntary case is commenced against Landlord under the Bankruptcy Code and the petition is not contested within ten (10) days or is not dismissed within sixty (60) days after the commencement of the case or (ii) an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Landlord bankrupt or insolvent, or appointing a receiver, trustee or liquidator of Landlord or of all or substantially all of the assets of Landlord and the order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days or shall not be discharged within ten (10) days after the expiration of any stay of such order, judgment, or decree; or
- (f) The Lease or Successor Lease or any of the Assignment Documents have been determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, or Landlord has asserted in writing that the Lease or Successor Lease or this Agreement are or may be invalid or unenforceable, in whole or in part.

12. APWII's Remedies.

- (a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then APWII shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse APWII therefor immediately upon payment by APWII thereof. If APWII so elects by written notice to Landlord, then the amount reimbursable by Landlord to APWII shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located, and such lien may be foreclosed privately or judicially if and to the extent permitted by applicable law. If and to the extent permitted by applicable law, APWII shall be subrogated to the rights of the Person to whom the Imposition was due, and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such Person with respect to the Imposition.

- (b) If APWII determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease, a Successor Lease or any other agreement or applicable law relating to the Lease, a Successor Lease or the Premises, then APWII shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within thirty (30) days of receipt of an invoice therefor, reimburse APWII for all costs and expenses incurred by APWII in connection therewith, together with an administrative fee, in an amount not less than two hundred fifty dollars and 00/100 (\$250.00), as reasonably determined by APWII.
- (c) Upon the occurrence and during the continuance of an Event of Default, APWII may, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Assignment Amount, exercise any or all of the following remedies:
- (i) Collect or continue to collect the Rents and any other sums owing under the Lease or Successor Lease, either by itself or through a receiver;
  - (ii) In Landlord's or APWII's name, institute any legal or equitable action which APWII, in its sole discretion, deems desirable to collect any or all of the Rents; and
  - (iii) Perform any or all obligations of Landlord under the Lease or Successor Lease or this Agreement and take such actions as APWII deems appropriate to protect its security, including, without limitation: (A) appearing in any action or proceeding affecting the Lease or Successor Lease or the Premises; (B) executing new leases and modifying, terminating or canceling the Lease or Successor Lease; (C) collecting, modifying and compromising any Rents payable under the Lease or Successor Lease; and (D) enforcing the Lease or Successor Lease, including, if necessary, evicting the Tenant or Successor Tenant.
- (d) Landlord shall not be personally liable for the repayment of the Assignment Amount or for the payment of interest. The foregoing shall not be construed as prohibiting or impairing the exercise by APWII of any remedy under the Assignment Documents or applicable law, including the right to commence an action or proceeding, or enter a judgment against Landlord, so long as the exercise of any such remedy does not extend to execution against any property of Landlord other than the security furnished under the Assignment Documents. Landlord shall be personally liable for all other covenants made by Landlord under this Agreement and any other agreement between Landlord and APWII, or by Landlord in favor of APWII (collectively, the "Assignment Documents"), and for all representations and warranties made by Landlord in the Assignment Documents. Without limiting the generality of the foregoing, if an Event of Default occurs and if such Event of Default causes or contributes to a decrease in payments to the Servicing Account in respect of Rents, then, in addition to APWII's other rights and remedies hereunder and under applicable law, Landlord shall be personally liable to APWII in an amount equal to such decrease. The foregoing remedies are in addition to any remedies afforded APWII under any other of the Assignment Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by APWII. All of the remedies of APWII shall be cumulative and may be exercised at APWII's option concurrently or successively and the exercise or beginning of exercise by APWII of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to APWII. No failure or delay on the part of APWII to exercise any remedy shall operate as a waiver thereof.
- (e) In addition to its other rights and remedies under this Agreement and applicable law, APWII may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to APWII by a breach or default by Landlord under this Agreement, and Landlord waives the posting of a bond in connection therewith.
13. Representations. Landlord hereby represents and warrants to APWII, as of the date hereof, that:
- (a) The Lease, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.
  - (b) To the best of Landlord's knowledge and belief, there are no uncured defaults on the part of Tenant or Landlord under the Lease and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default.

- (c) To the best of Landlord's knowledge and belief, Tenant has no existing defenses, offsets, credits, charges, liens or claims under the Lease or otherwise against the Landlord or any other party in connection with the Premises.
  - (d) Tenant (i) does not have any option or preferential right to purchase the Premises or terminate the Lease, except as expressly stated in the Lease, and (ii) does not have any right, title or interest with respect to the Premises other than as tenant under the Lease.
  - (e) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents does not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord or the Premises is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.
  - (f) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Landlord's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained and are and will remain in full force and effect.
  - (g) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.
  - (h) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.
  - (i) Landlord owns one hundred percent (100.0%) of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit D. Landlord owns one hundred percent (100.0%) of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit D. Except as disclosed on the preliminary title report referred to on Exhibit D, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or in and to the Premises to any other Person.
  - (j) Landlord has received no indication, written or otherwise, from Tenant or any other party that Tenant intends to terminate the Lease prior to the expiration of the Lease term.
  - (k) The execution, delivery and performance of this Agreement is supported by a duly adopted municipal resolution.
  - (l) The current monthly rent is \$3,263.93; \$1,058.00 is being paid by T-Mobile, and \$2,205.93 is being paid by US Cellular.
14. **Environmental Covenants and Indemnity.** Landlord represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord will not introduce or use, nor permit Tenant or Successor Tenant to introduce or use, any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Landlord or, to Landlord's knowledge, by any prior owner or user of the Property. Landlord shall defend, indemnify, protect and hold APWII harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.
15. **General Indemnity.** In addition to the Environmental Indemnity set forth above, Landlord and APWII shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees)

and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Premises by the indemnifying party. This indemnity shall not apply to any claims to the extent they arise from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWII shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Premises are located.

16. Memorandum. On or prior to the Effective Date, Landlord shall deliver to APWII two originals of a Memorandum of Assignment of Lease Rents and Successor Lease Rents in the form of Exhibit E attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. APWII may elect to file in such place or places as APWII deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Rents and the proceeds thereof as collateral, and Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that APWII shall have a perfected security interest in such collateral.
17. Assignment; Secured Parties. APWII has the unrestricted right to assign or grant a security interest in all of APWII's interest in and to this Agreement, and may assign this Agreement to any such assignees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Landlord agrees to notify APWII and Secured Parties simultaneously of any default by APWII and give APWII and Secured Parties the same right to cure and cure period for any default as granted to Landlord. If a termination, disaffirmation or rejection of this Agreement by APWII shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Landlord shall terminate this Agreement for any reason, Landlord will notify Secured Parties promptly and Landlord shall enter into a new agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to APWII's interest under this Agreement, such Secured Party shall have no liability for any defaults of APWII accruing prior to the date that such Secured Party succeeds to such interest. Landlord will enter into modifications of this Agreement reasonably requested by any Secured Party. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Lease and/or the Premises or any portion thereof.
18. Casualty and Eminent Domain. Landlord shall promptly notify APWII of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. APWII shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest, only up to and not to exceed the amount of the Assignment Amount paid herein, under the Lease or a Successor Lease for the period commencing on the Effective Date and ending on the last day of the Assignment Term. Landlord shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to APWII.
19. Further Assurances. The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease or a Successor Lease.
20. Dispute Resolution.
  - (a) If APWII fails to perform any of its obligations under this Agreement, Landlord agrees to notify APWII and any Secured Parties in writing of any default by APWII, and to give APWII and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from APWII's receipt of the written default notice. If APWII or any Secured Parties shall fail to cure any default in accordance with this Section, Landlord agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Landlord may be compensated are limited to the actual damages of Landlord, and shall in no event exceed the amount of consideration paid by APWII for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by APWII or its tenants, APWII shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by APWII.
  - (b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Landlord and APWII shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third

arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.

21. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.
22. **Entire Agreement.** This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and APWII with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of APWII or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.
23. **Counterparts.** This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
24. **Amendments, Etc.** This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.
25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder, including the obligation to deliver any security deposit to APWII pursuant to Section 2(c) hereof, shall burden the land upon which the Premises are located, and shall run with such land. APWII may from time to time sell, convey, assign, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of APWII's right, title and interest in and to this Agreement and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by APWII, Landlord shall in writing acknowledge a proposed or completed transfer by APWII and confirm that Landlord's consent thereto is not required.
26. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and APWII, and their permitted successors and assigns.
27. **Governing Law.**
  - (a) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [DELAWARE/NEW YORK], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.
  - (b) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.
28. **Attorney's Fees.** In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default of this Agreement. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) ten percent (10.0%) per annum or (b) the highest rate permitted by applicable law.
29. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

**Landlord:**

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

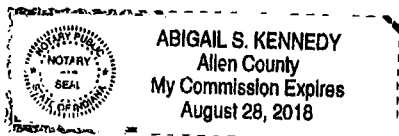
By: *Benjamin Groeneweg*  
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne Board of Public Works, per the attached resolution

Address: 200 East Berry Street, Suite 240  
City: Fort Wayne  
State: Indiana  
Zip: 46802-2736  
Tel: (260) 427-1365  
Fax: (260) 427-8572

STATE OF INDIANA }  
                                  } SS  
COUNTY OF ALLEN }

BEFORE ME, a Notary Public, in and for said County and State, this *29<sup>th</sup>* day of *March*, 2013, personally appeared the within named Ben Groeneweg by me personally known, who being by me duly sworn said that he is the Program Manager: Utility Asset Management and Sustainability of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, and that he signed said instrument on behalf of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



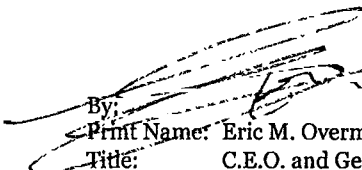
*Abigail S. Kennedy*  
Notary Public  
*Abigail S. Kennedy*  
Printed Name of Notary

My commission expires:

*August 28, 2018*  
Resident of *Allen* County

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

AP WIRELESS INVESTMENTS I, LLC

By: 

Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121  
Tel: (646) 912-8058  
Fax: (203) 549-0930

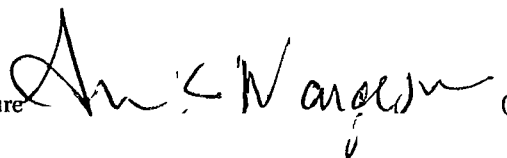
STATE OF CALIFORNIA}  
COUNTY OF SAN DIEGO}

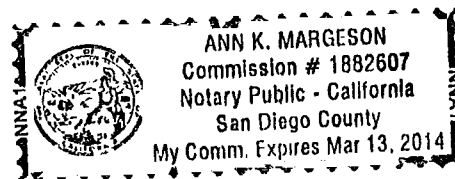
On March 25, 2013 before me, Ann K. Margeson, Notary Public.  
(Name of Notary Public and Title)

Personally appeared ERIC M. OVERMAN who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



**EXHIBIT A**  
**THE LEASE AND ALL AMENDMENTS**  
**[ATTACHED]**

STANDARD LEASE AGREEMENT

ORIGINAL

This Standard Lease Agreement ("Agreement") is by and between OMNIPOINT COMMUNICATIONS MIDWEST OPERATIONS, LLC, a Delaware limited liability company, having a principal place of business at 16 Wing Drive, Cedar Knolls, NJ 07927 ("Lessee") and Utility Center, Inc., a Corporation, having a principal place of business at 2200 West Cook Road, Fort Wayne, IN 46818 ("Lessor").

WHEREAS, Lessor is the owner of property having a street address of 1016 Dupont Road, Fort Wayne, IN 46818 located in the Township of Washington, County of Allen, Indiana, and hereafter referred to as the "Property". The Property is more fully described on Exhibit "A" attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease. Lessor agrees to lease to Lessee approximately Four Hundred (400) square feet of space, more fully described in Exhibit "B", and such space on the existing building or structure, if any, as shown on Exhibit "B" and as required, for Lessee's Installation (as defined below) (such space being hereinafter collectively referred to as the "Premises"). None of Lessee's Installation shall be located in or on, nor shall Lessee have any right of access to, any communications equipment shelter located on the Property. Lessor shall maintain the Premises (exclusive of Lessee's Installation and any fenced area around the Installation) so as not to interfere with Lessee's use of the Premises and rights under this Agreement.

2. Use of Premises.

(a) Lessee agrees to use the Premises for the installation, operation and maintenance of a wireless communications facility, including, without limitation, installation of Lessee's radio equipment cabinets, associated antennas, mounting equipment, telephone, electric and radio cables and other transmission lines, and other related equipment and a multi-user pole or tower, as applicable (collectively, the "Installation"). Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any Renewal Terms (as defined below). Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee and restore the Premises to its condition on the Commencement Date (as defined below), ordinary wear and tear, damage from the elements, and casualty beyond Lessee's control excepted. In connection with the Installation, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessor agrees that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Lessor and the servicing utility company and Lessor shall grant such easement in writing to the servicing utility company.



(b) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install the Installation on the Premises, provided that it is in compliance with all Approvals (defined below) and all applicable laws and regulations. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required for the Installation and Lessee's use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, Lessee shall have the exclusive right to terminate this Agreement in its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

(c) Lessee shall have the right, at Lessee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed to the communications equipment. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Agreement. Lessor agrees that if requested by Lessee it will (i) provide Lessee with any key or keys necessary to access the Premises, and (ii) permit Lessee, at its own cost and expense, to install a lockbox for Lessee's sole use at the Premises that will contain any access keys necessary for Lessee's purposes.

3. **Site Testing; Reports.** Lessee, at its option, following full execution of this Agreement, but prior to Lessee's installation of the Installation on the Premises, may perform or prepare, or cause to be performed or prepared, (a) engineering surveys, title reports and structural analysis reports for any existing support structure on which Lessee will locate its Installation, and (b) any other testing or order any other reports which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any adverse test results or reports will entitle Lessee to terminate this Agreement in its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent.

4. **Interference.**

(a) Lessee agrees not to exceed cumulative emissions limits or to cause interference to the radio frequency communication operations of Lessor, Lessor's tenants, or anyone holding an agreement with Lessor to operate on the Property if such equipment is installed and properly operating prior to the execution of this Agreement.

(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any structure or broadcasting or other communications equipment which exceeds cumulative emissions limits or interferes with, alters or restricts the operations of Lessee. Such interference or excess emissions shall be deemed a material breach of this Agreement by Lessor. Should such interference or excess emissions occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference or excess

emissions, including, if necessary removing or causing to be removed the equipment causing said interference or excess emissions.

(c) Lessee shall operate its Installation in compliance with all Federal Communications Commission ("FCC") regulations.

5. **Term.** The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the earlier of (a) six (6) months after the Effective Date or (b) the date Lessee is in receipt of a building permit to begin construction of the Installation (the "Commencement Date"), and shall terminate on the fifth anniversary of the Commencement Date, unless sooner terminated in accordance with this Agreement. Lessee shall have the right to renew the Agreement for four (4) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Agreement shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.
6. **Rent.** Lessee agrees to pay to Lessor as annual rent the sum of **Nine Thousand Six Hundred and No/100 Dollars (\$9600.00)** ("Rent") payable in equal monthly installments on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten business days following the Commencement Date. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with Paragraph 15. Rent shall increase on the first day of each Renewal Term by an amount equal to fifteen percent (15%) of the Rent for the preceding Term or Renewal Term, as the case may be.
7. **Taxes.** Lessee shall pay any personal property taxes, use and occupancy taxes, and any increases in real property taxes directly attributable to Lessee's improvements to the Premises or Lessee's use and occupancy of the Premises and the Installation. Lessor shall provide evidence of such assessment within a timely manner. Lessor shall pay all real property taxes.
8. **Insurance; Waiver of Subrogation.**
  - (a) Lessee, at its sole cost and expense, shall provide and maintain, during the Term of this Agreement and any Renewal Terms, commercial general liability insurance with combined single limit coverage of One Million Dollars (\$1,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an insurance certificate prior to the Commencement Date. In addition, Lessee shall maintain worker's compensation insurance as required by applicable state law.
  - (b) Lessee and Lessor release each other from any claims for damage to the Property or to Lessee's Installation covered and provided for in its own insurance policies carried by any of the parties which are in full force at the time of such claim and contain a clause to the effect that such release does not effect the policy or the insured's right to recovery thereunder. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right

of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies.

9. **Indemnification.** Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Agreement, or (c) environmental conditions, unless caused by the indemnified party or its employees, agents, tenants (other than the indemnifying party), contractors, subcontractors or representatives, and, with respect to Lessor's indemnification, any such conditions which are pre-existing Lessee's right to use and occupy the Premises. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Agreement, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Agreement.
10. **Right to Lease and Warranty of Title.** Lessor represents and warrants that: (a) Lessor has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Lessee its rights hereunder; (b) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Agreement; (c) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; and (d) Lessor shall provide to Lessee quiet and peaceful enjoyment and possession of the Premises.
11. **Termination.** Lessee may terminate this Agreement for the following reasons, without further liability, on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed: (a) changes in local, state or federal laws or regulations which adversely affect Lessee's ability to operate; (b) an FCC ruling or regulation which is beyond the control of Lessee and which renders the Premises unsuitable; (c) Lessee's determination (after pursuing commercially reasonable solutions) that the Premises are not appropriate for its operations for technical reasons, including but not limited to signal interference; (d) subsequent changes in system design which render the Premises unsuitable for Lessee's wireless communication operations; and (e) Lessee's inability to obtain or maintain any required Approval for the construction and operation of its Installation, including where the inability is caused by engineering surveys or structural reports.
12. **Assignment.** Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) ownership interest in or assets of Lessee to which the applicable agreement relates; provided, however, that such assignee must provide Lessor with audited

financial statements indicating its ability to meet Lessee's obligations under this Agreement. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Upon any permitted assignment, so long as Lessee's assignee has assumed all of Lessee's obligations under this Agreement, Lessee shall be relieved of all future obligations under this Agreement.

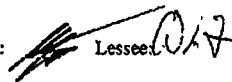
13. **Default.** No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 15 (a) fails to pay any monetary obligation when due and does not cure such failure within ten (10) days after such notice or (b) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have, in addition to all other rights and remedies available at law or in equity, the right to terminate this Agreement after ten (10) days notice to the other party in accordance with Paragraph 15, provided the Default is not cured within said ten-day period.
14. **Collateral Assignment.** Lessor hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Lessee ("Lender"), whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit Lender to inspect or remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, provided, however, such removal is in accordance with subparagraph 2(a) of this Agreement.
15. **Notices.** Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth above, and if to Lessee, with a copy to Omnipoint Communications, 2421 Production Drive, Suite 201, Indianapolis, IN 46241, Attention: General Manager; and Saul, Ewing, Remick & Saul LLP, Centre Square West, 1500 Market St., Philadelphia, PA 19102, Attention: Nancy S. Cleveland, Esq. Lessee and Lessor may designate a change of notice address by giving written notice to the other party.
16. **Destruction or Condemnation.** If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Installation, then at any time after such occurrence, but prior to restoration of the Premises, Lessee and/or Lessor may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If Lessee and Lessor choose not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.
17. **Amendment.** No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by Lessor and Lessee.

 Lessee: 

18. **Memorandum of Lease Agreement.** Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit "C" in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor shall make a good faith effort to obtain from mortgagees or trustees existing on the Effective Date, and shall obtain from subsequent mortgagees or trustees, a non-disturbance and attornment agreement in favor of Lessee. In connection with any such non-disturbance and attornment agreement, Lessee shall agree to subordinate its interest under this Agreement to the interest of such mortgagee or trustee.

19. **Miscellaneous Lease Provisions.**

- (a) This Agreement shall be governed by the laws of the state in which the Property is located.
- (b) This Agreement, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
- (c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.
- (d) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
- (e) The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.
- (f) Neither party, without the written consent of the other, shall disclose to any third party any of the terms or conditions of this Agreement, or any information provided during negotiation of this Agreement, other than as disclosed by recording of the Memorandum of Lease Agreement or as required by final order of a court of competent jurisdiction.
- (g) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below, are made a material part of this Agreement.

Handwritten initials for Lessor and Lessee. The Lessor's initials are illegible, and the Lessee's initials appear to be "Ox7".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LESSOR:**  
**UTILITY CENTER, INC.**  
an Indiana Corporation

**LESSEE:**  
**OMNIPOINT COMMUNICATIONS MIDWEST  
OPERATIONS, LLC**  
a Delaware limited liability company

By:



Name: Vernon Gore

Title: Chief Executive Officer

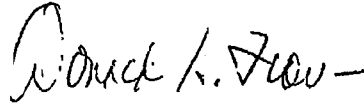
Date:

5/1/98

Tax ID No.:

35-1333925

By:



Name: Donald A. Florence

Title: Technical Director

Date:

5/5/98

Tax ID No.:

52-2062526

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Agreement by and between UTILITY CENTER, INC., as Lessor, and OMNIPPOINT COMMUNICATIONS MIDWEST OPERATIONS, LLC, as Lessee.

The Property is described and/or depicted as follows:

Site Address: 2408 W. Dupont Road, Fort Wayne, IN 46825

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SIGNATURE OF A FORM OR INSTRUMENT, PRINTING IN BLANK SPACES, MARKING OUT PROVISIONS AND DELETION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to: Utility Development Corporation, o/o Utility Center, 927 S. Harrison, Fort Wayne, Ind. 46802. WARRANTY DEED 77-033216

This indenture witnesseth that ROBERT C. WERKMAN and VERNA O. JACKSON (WERKMAN), husband and wife, and each over the age of eighteen (18) years,

of Allen County in the State of Indiana

Convey and warrant to UTILITY DEVELOPMENT CORPORATION, an Indiana Corporation,

of Allen County in the State of Indiana

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1975, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, Allen County, ss: Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of November 1977 personally appeared:

Robert C. Werkman and Verna O. Jackson (Werkman), husband and wife, and each over the age of eighteen (18) years.

Dated this 10th day of November 1977

Robert C. Werkman, Seal ROBERT C. WERKMAN

Verna O. Jackson (Werkman), Seal VERNA O. JACKSON (WERKMAN)

And acknowledged the execution of the foregoing deed, in witness whereof, I have subscribed my name and official seal this 10th day of November 1977.

Robert W. Haller, Notary Public, ROBERT W. HALLER

NOTARILY ENTERED FOR TAXATION: NOV-14 1977

James H. Johnson, Seal CLERK OF ALLEN COUNTY

The instrument prepared by Robert W. Haller

Attorney at Law INSURUMENT K 11607

DEAR TO: Lawrence E. Shino, 200 Strawn Blvd.

CLERK OF THE ALLEN COUNTY BOARD OF SUPERVISORS

Handwritten initials and signature.

**EXHIBIT "B"**

**DESCRIPTION OF PREMISES**

Forming a part of the Agreement by and between \_\_\_\_\_, as Lessor, and  
**OMNIPOINT COMMUNICATIONS MIDWEST OPERATIONS, LLC**, as Lessee.

The Premises is described and/or depicted as follows:

*To be determined by engineering drawings and approved by Lessor. Such approval not to be unreasonably withheld. The aforementioned documents to be made part of this Agreement.*

**EXHIBIT "C"**

**MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of Lease Agreement is entered into by and between Utility Center, Inc. , a Indiana Corporation, with an office at 2200 West Cook Road, Fort Wayne, IN 46818 ("Lessor") and OMNIPOINT COMMUNICATIONS MIDWEST OPERATIONS, LLC, a Delaware limited liability company with an office at 2421 Production Drive, Suite 201, Indianapolis, IN 46241("Lessee").

1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") for the purpose of installing, operating and maintaining a wireless communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is five (5) years commencing on the date Lessee obtains a building permit for construction on the Premises and ending on \_\_\_\_\_, with four (4) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

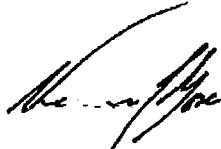
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the dates written below.

**LESSOR:**

**LESSEE:**

**OMNIPOINT COMMUNICATIONS MIDWEST  
OPERATIONS, LLC**  
a Delaware Limited Liability Company

By:



Name: Vernon Gore

Title: Chief Executive Officer

Date:

5/1/98

By:

Name: Donald A. Florence

Title: Technical Director

Date:

ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF ALLEN )

I, the undersigned, a Notary Public in and for said State and County, do certify that **VERNON T. GORE** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the *1st* day of *MAY*, 1998.

My commission expires:  
*7, 19, 00*

*Mary K. Teter*  
Notary Public **MARY K. TETER**

ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF *Marion* )

I, a Notary Public of *Marion* County, State of Indiana, certify that *Donald A. Florence* personally came before me this day and that he is *Technical Director* of Omnipoint Communications Midwest Operations, LLC, a limited liability company, and that, by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its *technical Director*.

WITNESS my hand and official seal this the *5<sup>th</sup>* day of *May*, 1998.

My commission expires:  
*Sept. 14, 1998*

*Robert J. Full*  
Notary Public

Market: FSA 1 Great Lakes  
Cell Site No: 931-006-064 A-01  
Address:

## TOWER ATTACHMENT LICENSE AGREEMENT

THIS TOWER ATTACHMENT LICENSE AGREEMENT ("Agreement") dated as of October \_\_, 2004 (the "Effective Date"), is by and between UTILITY CENTER, INC. dba Aqua Indiana, Inc. an Indiana corporation ("Licensor"), and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, having a mailing address of P.O. Box 31339, Chicago, Illinois 60631 ("Licensee").

### Recitals:

**WHEREAS**, Licensor is the owner of a water tower ("Tower") that is located on the real property described on Exhibit A hereto ("Property"); and

**WHEREAS**, Licensee is in the business of providing communication services; and

**WHEREAS**, Licensee desires to obtain Licensor's permission to mount certain communications-related equipment on the Tower; and

**WHEREAS**, Licensor desires to grant such permission to Licensee:

**NOW, THEREFORE**, in consideration of the terms and mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants Licensee, and Licensee hereby accepts, a license to construct, install, use, maintain and repair the antennas, dishes, cabling and related equipment, including any shelters and/or cabinets to house such equipment, described in Exhibit B hereto ("Equipment") on the Tower and the Property in the locations shown on Exhibit C hereto for the purpose of transmitting and receiving radio communication signals. The license granted hereunder is for a non-exclusive and shared use of the Tower and Property as provided herein.

(a) Standards and Compliance with Laws. All Equipment installed or caused to be installed and other work performed or caused to be performed by Licensee on the Tower or the Property shall be installed and performed in a good and workmanlike manner. All of Licensee's construction, installations and operations in connection with this Agreement shall comply with all applicable federal, state and local laws, regulations, ordinances, orders and permits, including but not limited to those of the Federal Communications Commission ("FCC"), including the applicable regulations governing Radio Frequency Radiation exposure, and the Federal Aviation Administration ("FAA"). Licensee shall be responsible for obtaining all government approvals, licenses and permits required for Licensee's use of the Tower.

(b) Modifications to Equipment. Licensee shall obtain Licensor's written consent prior to changing the type, location, size or use of the Equipment from that shown on Exhibits B and Exhibit C hereto and elsewhere in this Agreement; provided, however, that such consent shall not be unreasonably conditioned, delayed or withheld. Except as otherwise provided herein, Licensor may not require the removal or relocation of the Equipment during the Initial Term (as herein defined) or any Renewal Term (as herein defined) of this Agreement. Notwithstanding the foregoing, Licensee may make changes within its shelter and/or cabinets located on the Property without Licensor's consent or approval.

(c) Personal Property. All Equipment installed and maintained by Licensee, whether fixed on or attached to the Tower or the Property, shall not be considered fixtures and shall remain the personal property of Licensee without regard to whether such personal property is described on Exhibit B hereto.

(d) Structural Analysis. Licensee, following full execution of this Agreement, but prior to Licensee's installation of the Equipment, shall cause to be performed and prepared, at Licensee's expense, a non-invasive structural analysis report constructed by a mutually agreeable engineering firm for the Tower and Licensee's proposed installation. Such report shall be delivered to Licensor promptly after it is completed, and in no event later than ninety (90) days after the Effective Date. Any adverse test results or reports will entitle either Licensor or Licensee to terminate this Agreement within thirty (30) days of receipt of such results or reports, in which case no further liabilities under this Agreement shall remain in force or effect.

(e) Plans. Prior to Licensee's Installation of the Equipment, Licensee shall supply Licensor with plans and specifications relating thereto (collectively, the "Plans") for review and approval by Licensor. Licensor's approval shall not be unreasonably withheld, conditioned or delayed, and in no event delayed beyond fifteen (15) days after Licensor's receipt of the Plans. The Plans shall be deemed approved by Licensor after Licensor's (i) written acceptance of the Plans, (ii) failure to respond in writing to Licensee's proposed Plans within fifteen (15) days after receipt thereof or (iii) failure to provide a written response within ten (10) days after receipt of Plans revised by Licensee after comment from Licensor in accordance with this Paragraph. After approval, the Plans shall be deemed incorporated into this Agreement. If Licensor does not approve the Plans, then Licensee shall provide Licensor with revised Plans not later than thirty (30) days thereafter, such revisions being subject to the terms of this Paragraph. In the event Licensor does not approve the Plans upon a second submission by Licensee, either Licensor or Licensee may terminate this Agreement. Licensor shall not knowingly permit any person or entity to copy or utilize the Plans for any purpose other than as provided in this Agreement, and shall return the Plans to Licensee promptly upon request. In the event that the Equipment will be attached to the Tower shell or the coating of the Tower shell, Licensee shall retain and bear the cost of a water tank consultant, the identity of which is subject to Licensor's approval, prior to submitting any plans or specifications involving activities which may affect the Tower shell or the coating of the Tower shell.

(f) Installation. Licensee shall be responsible for all site work, and shall provide all labor and materials, required for the installation, operation, maintenance and modification of the Equipment.

2. Access. Licensor hereby grants Licensee reasonable access to the Tower and Property (i) during normal business hours (defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.) for the purpose of installing and maintaining the Equipment, and (ii) on a 24-hour basis for emergency maintenance of the Equipment. Licensee shall provide Licensor no less than 48 hours prior to notice of its need to access the Tower or Property, except in the case of emergencies, in which case notice shall be provided as early as possible prior to accessing the Tower and Property.

3. Licensee's Acknowledgement. Licensor makes no warranty as to title or suitability of the Property or Tower for the use contemplated herein. Prior to the installation and operation of Equipment on the Property and Tower, Licensee shall be solely responsible for

determining that the Property is acceptable to Licensee "AS IS" and in its present condition based on the foregoing examination and inspection.

4. Term.

(a) Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall end ten (10) years after Effective Date.

(b) Renewal Terms. The parties may extend the Initial Term of this Agreement for four (4) additional period(s) of five (5) years each ("Renewal Terms"), provided Licensee is not in default under this Agreement. Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement, except that the License Fee (as defined below) shall increase as provided in Paragraph 5(b). This Agreement shall automatically be renewed for each successive Renewal Term unless either party notifies the other of its intention not to renew this Agreement for any reason, with or without cause at least six (6) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. License Fee.

(a) Initial License Fee. From and after the earlier of (i) the Effective Date; (ii) the date on which Licensee commences construction pursuant to this agreement; (iii) three months after signing the Signing Date of this Agreement (such earlier date being referred to herein as the "Rent Commencement Date"), Licensee shall pay to Licensor as a license fee hereunder the sum of One Thousand Eighteen Hundred and 00/100 dollars (\$1800.00) per month ("License Fee"), payable on the fifth (5<sup>th</sup>) day of each and every calendar month during the Initial Term (commencing on the Rent Commencement Date) and each Renewal Term. The License Fee for any period that is less than one (1) month shall be prorated based on the number of days in the month. The first monthly installment of the License Fee shall be due and payable on the Rent Commencement Date.

(b) License Fee Increases. On January 1<sup>st</sup> of each year during the Initial Term and each Renewal Term (commencing on January 1, 2005), the License Fee shall be increased by the CPI plus ½ percent over that in effect immediately prior to such date.

(c) Late Payment. Any payment not made when due shall bear compound interest at the lesser of (i) the rate of one and one-half percent (1 1/2%) per month or (ii) the highest rate permitted by applicable law on the amount due from the original due date through and including the date of payment.

6. Utilities. Licensee shall be solely responsible for and promptly pay all charges for electricity and any other utilities used or consumed by Licensee on the Property. If necessary, Licensee shall install and maintain, at Licensee's expense, a separate utility meter and pay the utility provider directly for the utilities it consumes. Notwithstanding the above, if Licensor has installed and maintains its own meter on the Property, Licensee's meter may be a sub-meter to Licensor's meter, in which case Licensee shall reimburse Licensor directly for the direct cost of Licensee's usage of such utilities.

7. Licensor's Duty to Maintain the Tower. Licensor shall maintain the Tower and the Property, including the Tower lighting systems, if any, in a proper operating and safe condition and shall comply with all laws, rules and regulations to which the Property and Tower are subject. However, it shall be Licensee's responsibility to maintain its equipment in a proper

operating and safe condition and shall comply with all laws, rules and regulations, including, but not limited to the rules and regulations of the FCC and FAA and all applicable codes and regulations of the city, county and state concerned. The cost of painting and repairing the Tower shall be borne by Licensor unless the damage to the Tower is caused by Licensee, in which case Licensee shall repair such damage or, at Licensor's option, Licensee shall reimburse Licensor for Licensor's costs and expenses incurred in such repair.

8. Taxes. Any taxes, including but not limited to real estate and property taxes, assessed on the Tower or Property shall be paid by Licensor, except that Licensee shall pay any taxes levied on the Equipment. Licensee shall pay as an additional license fee any increase in real property taxes levied against Licensor which is directly attributable to the Equipment or Licensee's use of the Tower or Property, and Licensor agrees to furnish proof of such increase to Licensee.

9. Other Studies. During the thirty (30) day period immediately following the Effective Date, Licensee shall have the right, at its expense, to conduct the following studies:

(a) Licensee may have radio frequency engineering and other engineering analysis performed; and

(b) Licensee may conduct radio frequency propagation studies on and in the vicinity of the Tower and Property.

In the event that any defects are shown by such analyses or studies, which in the reasonable opinion of Licensee may adversely affect Licensee's use of the Tower or Property, Licensee shall have the right to terminate this Agreement immediately upon written notice to Licensor so long as such notice is delivered within sixty (60) days after the Effective Date. In the event of such termination, no further liabilities under this Agreement shall remain in force or effect.

10. Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability (other than in the event of termination pursuant to Paragraph 10(a) or 10(f)), upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default, or ten (10) days in the event of a payment default, (without, however, limiting any other rights available to the parties pursuant to other provisions hereof);

(b) By either party in accordance with Paragraph 1(d) or 1(e);

(c) By Licensee in accordance with Paragraph 9;

(d) By Licensor upon ten (10) days' advance written notice by Licensor if Licensee's activities on the Tower or Property pose a risk to human health or the environment;

(e) By Licensor upon one hundred and thirty five (135) days' advance written notice to Licensee in the event Licensor decides to dismantle, destroy, rehabilitate, or abandon the Tower; provided that if Licensee, through diligent pursuance of relocation, will be unable to relocate the Equipment to another, tower within such one hundred and thirty five (135) day period, then Licensee shall, within thirty (30) days of Licensor's issuance of such notice, provide Licensee with written notice of the additional time required for relocation (which shall not exceed

ninety (90) additional days), and this Agreement shall terminate at the end of such additional time period;

(f) By Licensor in accordance with Paragraph 14(a); or

(g) By Licensor or Licensee immediately in the event of damage to or destruction of the Property or Tower as described in Paragraph 16.

11. **Liability Insurance.** During the Initial Term and all Renewal Terms, Licensee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than one million dollars (\$1,000,000.00) per person and two million dollars (\$2,000,000.00) per occurrence and property damage insurance of not less than one million dollars (\$1,000,000.00). Such insurance policy shall insure against liabilities arising out of or in connection with Licensee's use of the Tower subject to the standard exceptions found in the general liability insurance policy. Licensee shall furnish a certificate of insurance to Licensor within thirty (30) days of the Effective Date. Such policy shall provide that Licensor will be given thirty (30) days' notice of any cancellation or reduction in coverage.

12. **Mechanic's Lien.** Licensee shall not permit any mechanic's or other liens against the Tower or Property or any part thereof or Licensor's interest therein by reason of work, labor services, or materials supplied or claimed to have been supplied to or for Licensee. No such attempted lien, even if filed or recorded, shall be valid against the Tower or Property or Licensor's interest therein. If, however, any such lien shall at any time be filed against the Tower or Property or Licensor's interest as a result of Licensee's activities, Licensee shall immediately cause the same to be discharged of record and shall indemnify and hold Licensor harmless from any liability, demands, claims, damages, causes of action, cost and expense of any nature whatsoever (including reasonable attorneys' fees) arising from or in any way related to such mechanic's lien. This indemnity shall survive the expiration or earlier termination of this Agreement.

13. **Repairs and Maintenance of Tower.** Licensor reserves the right to perform repairs and maintenance on the Tower and the Property, both structural and cosmetic, at whatever intervals may be required to assure the integrity and longevity of the Tower and the Property; provided, however, that Licensor shall use commercially reasonable efforts to provide Licensee with reasonable advance notification of the intended repairs and maintenance if such repairs and maintenance could impact the operation of the Equipment. Licensee shall cooperate with Licensor by temporarily relocating, if necessary, the Equipment to other locations on the Property or the Tower during the repainting, repair or maintenance of the Tower by Licensor or its designees. Licensor shall coordinate any such painting, repair or maintenance of or to the Tower and the activities conducted in preparation therefor to avoid damage to the Equipment, and to minimize both the extent and the duration of any inconvenience to Licensee and the operation of the Equipment. Subject to Licensor's prior approval (which shall not be unreasonably withheld, conditioned or delayed), Licensee shall be permitted to install any type of temporary facility necessary to keep the Equipment operational during any such repairs and maintenance. With respect to any repairs and maintenance performed by or on behalf of Licensor, Licensor shall perform, or have performed, such repairs and maintenance as diligently and expeditiously as possible. Notwithstanding the foregoing, Licensee shall be solely responsible for the protection of the Equipment during any painting, repair or maintenance activities, and Licensor shall not be liable to Licensee for any damage to the Equipment which results from Licensee's failure to do so.

14. Interference.

(a) Licensee agrees to install Equipment, including any modification thereto, of types and radio frequencies which will not cause interference to communications operations conducted from the Property or the Tower. Licensee also covenants that the Equipment will not cause interference with the television, radio, telephone and other communications reception of residents or businesses located in the general vicinity of the Tower. In the event the Equipment or any modification thereto causes such interference with Licensor, other current occupants of the Property or their successors or assigns (including those identified on Exhibit D hereto) or residents located in the general vicinity of the Tower, Licensee will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of notice from Licensor of the existence of interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within fifteen (15) days after receipt by Licensee of notice from Licensor of the existence of interference, this Agreement shall then terminate, and Licensee agrees to then remove the Equipment from the Tower and Property and repair any damage to the Tower and Property to substantially the same condition as existed on the Effective Date, reasonable wear and tear excepted.

(b) In the event that Licensor enters into any lease or license agreement in the future with others for the Property or the Tower, then Licensor agrees to require such lessee or licensee to install equipment of types and radio frequencies that will not cause interference to Licensee's communications operations being conducted from the Tower. This Paragraph 14(b) shall not apply to the existing occupants identified on Exhibit D hereto.

(c) At no time shall Licensee interfere with any of Licensor's other operations on or about the Tower or Property.

15. Notices. All notices contemplated to be served herein, upon either Licensor or Licensee, shall be in writing and (a) deposited in the United States Mail, postage prepaid, (b) sent by certified mail, return receipt requested, (c) hand delivered or (d) sent by facsimile as follows:

Licensor: Utility Center, Inc.  
dba Aqua Indiana, Inc.  
2200 West Cook Road  
Fort Wayne, Indiana 46845  
Attention: Regional Manager  
Telephone: 260-489-1502  
Fax: 260-489-3913

With a copy to (which copy, by itself, shall not satisfy the notice requirement hereunder):

Attention: Assistant General Counsel  
762 West Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010  
Telephone: 610.645.1068  
Facsimile: 610.520.9127

Licensee: United States Cellular Operating Company of Chicago, LLC  
8410 West Bryn Mawr Avenue, Suite 700  
Chicago, IL 60631  
Attention: Real Estate  
Telephone: 773-864-3150

With a copy to (which copy, by itself, shall not satisfy the notice requirement hereunder):

United States Cellular Operating Company of Chicago, LLC  
One Pierce Place, suite 100  
Itasca, IL 60143  
Attention: Regional Operations Manager  
Telephone: 630-773-1600  
Fax: 630-773-2684

Any such notice shall be deemed delivered when received. Any party may change its address information by notifying the other party as provided herein.

16. **Destruction of Premises.** If the Property or the Tower are destroyed or damaged so as to hinder the effective use of the Property or Tower, either party may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the other party.

17. **Assignment.** Licensee may not assign this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing and provided that Licensee is not in default under this License Agreement, Licensee, with notice to Licensor, may assign this License Agreement, (whether by absolute assignment or collateral assignment), to (i) any affiliate of Licensee, (ii) any partnership, venture or new corporation formed by Licensee, or (iii) to any party controlling, controlled by or under common control with Licensee. Any attempted assignment, sale or transfer of Licensee's rights under this License Agreement in violation of this section shall render this License Agreement null and void.

18. **Removal.** If a termination, disaffirmance or rejection of this Agreement pursuant to any law (including any bankruptcy or insolvency laws) shall occur, or if either party shall terminate this Agreement for any reason, or if this Agreement expires, Licensee shall have a thirty (30) day period during which it shall remove the Equipment from the Tower and Property and repair any damage to the Tower or Property caused by such removal which is reasonably

necessary to restore the Tower and Property to substantially the same condition as existed on the Effective Date, reasonable wear and tear excepted, subject to obtaining Licensor's consent as to the date and time of such activity (all of which shall be at Licensee's cost and expense). The requirements of this Paragraph 18 shall survive any termination of this Agreement. During the Initial Term and any Renewal Terms, Licensee shall maintain, at its own expense, a removal bond in an amount agreed upon by Licensor and sufficient to cover all costs and expenses associated with the Removal of the Equipment and the restoration of the Property. Licensee shall furnish the removal bond prior to the Effective Date, and on January 1 on each year thereafter.

19. Indemnification. Licensee shall defend and indemnify and hold Licensor harmless from and against any claim, lawsuit, loss, damage, or injury arising out of Licensee's use of the Equipment or caused by, or on behalf of, or through the fault of the Licensee, or resulting from Licensee's use of the Premises or its presence at the Site. Licensor shall defend and indemnify and hold Licensee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Licensor, or resulting from Licensor's use of the Premises or its presence at the Site. The requirements of this Paragraph 19 shall survive any termination of this Agreement. Without limiting the generality of the foregoing, Licensor and Licensee shall each be responsible for the safety of their respective employees, agents and representatives conducting its activities at the Tower and Property, and each shall indemnify and hold the other harmless from any claims arising out of damage to personal property or bodily injury or death resulting therefrom.

20. Limitation of Liability. Licensor shall not be liable to Licensee or any other person or entity for any damage to the Equipment, or for any interruption in the use or operation of the Equipment, except if caused solely by the gross negligence or intentional misconduct of Licensor. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The requirements of this Paragraph 20 shall survive any termination of this Agreement.

21. Memorandum of License. On the Effective Date, Licensor and Licensee shall execute and deliver, and Licensee shall record at its expense, that certain Memorandum of License in the form of Exhibit E hereto.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding of Licensor and Licensee with respect to the subject matter hereof, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind other than as set forth herein. Any amendments to this Agreement must be in writing and executed by Licensor and Licensee.

(b) If either Licensor or Licensee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(c) This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law provisions.

(d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(e) Licensor shall cooperate with Licensee's efforts to evaluate the Tower (as permitted herein) and to comply with governmental regulations affecting Licensee's use of the Tower by providing information about the Tower, the Tower's location and prior filings made by Licensor with governmental agencies.

(f) Nothing herein shall be construed to grant to Licensee any real property interest in the Property, including without limitation any leasehold or fee interest.

(g) In any action between Licensor and Licensee seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party shall be awarded, in addition to any damages, injunctive or other relief, its reasonable costs and expenses, including reasonable attorneys' fees.

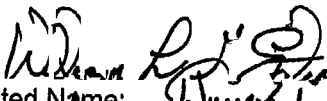
(h) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. Signatures on this Agreement transmitted by facsimile shall be deemed to be originals for all purposes of this Agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, Licensor and Licensee, intending to be legally bound hereby, have executed this Agreement as of the date and year first above written.

**LICENSOR:**

**UTILITY CENTER, INC.**

By:   
Printed Name: **WILLIAM L. G. ESTEP**  
Title: **VICE PRESIDENT**

**LICENSEE:**

**United States Cellular Operating Company of  
Chicago, LLC, a Delaware LLC,**

By:   
Printed Name: **HICKEN GARNAGOU**  
Title: **VICE PRESIDENT**

Exhibit A

**Property Description**

See attached Deed dated November 10<sup>th</sup>, 1977, bearing I. D. # 77-033218

and attached Plat Map # 77-33218

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
Utility Development Corporation  
c/o Utility Center  
927 S. Harrison  
Fort Wayne, Ind. 46802

# WARRANTY DEED 77-033218

This Indenture witnesseth that ROBERT C. WERKMAN and VERNA O. JACKSON (WERKMAN), husband and wife, and each over the age of eighteen (18) years,

of Allen County in the State of Indiana

Convey and warrant to UTILITY DEVELOPMENT, CORPORATION, an Indiana Corporation,

of Allen County in the State of Indiana

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, Allen County, ss: Dated this 10th Day of November 1977

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of November 1977 personally appeared:

Robert C. Werkman and Verna O. Jackson (Werkman), husband and wife, and each over the age of eighteen (18) years.

*Robert C. Werkman* Seal  
ROBERT C. WERKMAN

*Verna O. Jackson* Seal  
VERNA O. JACKSON (WERKMAN)

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 1978

*Robert W. Haller*  
Notary Public  
ROBERT W. HALLER

This instrument prepared by Robert W. Haller

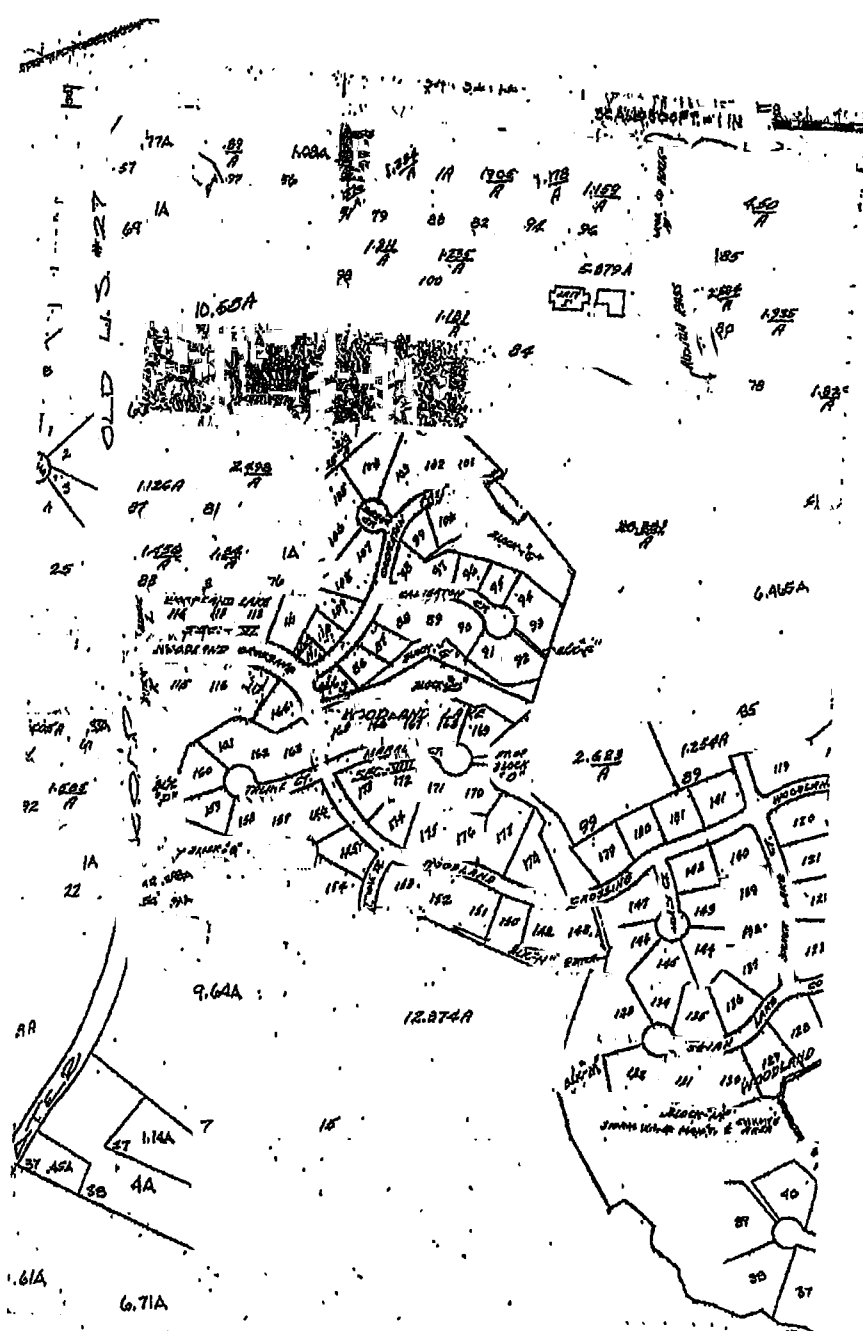
MAK TO: Lawrence E. Shine  
200 Strauss Bldg.

DULY ENTERED FOR TAXATION:  
NOV-14 1977

*James R. Uebelacker* Seal  
AUDITOR OF ALLEN COUNTY

Attorney at Law  
INSTRUMENT # 11607

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Allen County Auditor's Office  
 Plat Department  
 Section 1, Township 31 North, Range 12 East,  
 Washington Township, Allen County, Indiana.

77-3321B

Exhibit B

Licensee's Equipment

Quantity	Item
Nine (9)	Antenna, Andrew Model UMWD-06516-XDH
Nine (9)	Coax Cable, 1&5/8"
One (1)	11' 6" x 19" 6' CellXion Prefabricated Communications Shelter

Exhibit C

**Location of Licensee's Equipment**

**Refer to Dixon Engineering Inc. Structural Drawings  
dated 09/22/2004,  
project No. DE-14-08-03-04**

Current Occupants

T-Mobile USA, Inc.

Centennial Communications

Aqua Indiana, Inc.

Exhibit E

Memorandum of License

See attached Memorandum of License by and between UTILITY CENTER, INC. dba Aqua Indiana, Inc, and United States Cellular Operating Company of Chicago, LLC.

State: Indiana  
County: Allen

**MEMORANDUM  
OF  
LICENSE**

This Memorandum of License is entered into on this <sup>21<sup>st</sup></sup> day of November, 2004, by and between UTILITY CENTER, INC. dba Aqua Indiana, Inc, an Indiana corporation, having a mailing address of 2200 West Cook Road, Fort Wayne, Indiana 46845 (hereinafter referred to as "Licensor") and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, having a mailing address of P. O. Box 31339, Chicago, Illinois 60631 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a certain Tower Attachment License Agreement ("License") on the <sup>13<sup>th</sup></sup> day of November, 2004, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the License.
2. The term of the License is for an Initial Term of ten (10) years commencing on the Effective Date as defined in the License and ending ten (10) years after Effective Date, with four (4) successive five (5) year options to renew.
3. The portion of the land being licensed to Licensee (the "Property") is described in **Exhibit A** attached hereto.
4. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

**[Signatures appear on next page]**

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

WITNESSES:

*Sarah V. Matly*  
Print Name: SARAH V. MATLY

Print Name:

Print Name:

Print Name:

"LICENSOR"

UTILITY CENTER, INC.

By: *[Signature]*  
Print Name: *William L. G. Ertel*  
Title: *Vice President*  
Date: *November 12, 2014*

"LICENSEE"

United States Cellular Operating  
Company of Chicago, LLC, a  
Delaware LLC

By: .  
Print Name:  
Title:  
Date:

**LICENSOR ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) ss:  
COUNTY OF ALLEN )

On the 18 day of November, 2004, before me personally appeared  
WILLIAM L. G. EPSTEIN , and acknowledged under oath that he is the  
VICE PRESIDENT of UTILITY CENTER, INC. dba Aqua Indiana, Inc, the  
Licensor named in the attached instrument, and as such was authorized to execute this instrument  
on behalf of the Licensor.

*Mary K. Jeter*  
Notary Public: MARY K. JETER  
My Commission Expires: 7/19/08

**LICENSEE ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF DUPAGE )

On the \_\_\_\_\_ day of November, 2004, before me personally appeared  
\_\_\_\_\_, and acknowledged under oath that he is the  
\_\_\_\_\_ of United States Cellular Operating Company of  
Chicago, LLC, the Licensee named in the attached instrument, and as such was authorized to  
execute this instrument on behalf of the Licensee.

Notary Public:  
My Commission Expires:

Exhibit A

Property Description

See attached Deed dated November 10<sup>th</sup>, 1977, bearing I. D. # 77-033218

and attached Plat Map # 77-33218

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
Utility Development Corporation  
c/o Utility Center  
927 S. Harrison  
Fort Wayne, Ind. 46802

# WARRANTY DEED 77-033218

This indenture witnesseth that ROBERT C. WERKMAN and VERA O. JACKSON (WERKMAN), husband and wife, and each over the age of eighteen (18) years,

of Allen County in the State of Indiana

Convey and warrant to UTILITY DEVELOPMENT, CORPORATION, an Indiana Corporation,

of Allen County in the State of Indiana

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, Allen County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of November 1977 personally appeared:  
Robert C. Werkman and Verna O. Jackson (Werkman), husband and wife, and each over the age of eighteen (18) years.

Dated this 10th Day of November 1977  
*Robert C. Werkman* Seal  
ROBERT C. WERKMAN  
*Verna O. Jackson* Seal  
VERNA O. JACKSON (WERKMAN)  
Seal

And acknowledged the execution of the foregoing deed, in witness whereof, I have hereunto subscribed my name and affixed my official seal, My commission expires May 9, 1978  
*Robert W. Haller*  
ROBERT W. HALLER  
Notary Public

DULY ENTERED FOR TAXATION:  
NOV 14 1077  
*James H. Hebel* Seal  
AUDITOR OF ALLEN COUNTY  
Seal

The instrument prepared by Robert W. Haller

MAIL TO: Lawrence E. Shine  
200 Strauss Bldg.

INSURUMENT K 11607  
COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, DEC. 1957

NOV 14 PM 3 32  
ALLEN COUNTY RECORDER  
*James C. [Signature]*



**EXHIBIT B**  
**AMORTIZATION SCHEDULE**



Fort Wayne -- Assignment of Lease Rents and Successor Lease Rents -- Coldwater\_TMO

		Cash Flow	Outstanding Principal	8.00% Debt Service	Stated Interest	Prinpcial Component	OID Amortization
0	Mar-13	(170,800)					
1	Apr-13	\$ 1,058.00	\$ 170,800.00	\$ 1,160.20	\$ 1,138.67	\$ 21.53	\$ (102.20)
2	May-13	\$ 1,058.00	\$ 170,778.47	\$ 1,160.20	\$ 1,138.52	\$ 21.68	\$ (102.20)
3	Jun-13	\$ 1,058.00	\$ 170,756.79	\$ 1,160.20	\$ 1,138.38	\$ 21.82	\$ (102.20)
4	Jul-13	\$ 1,058.00	\$ 170,734.97	\$ 1,160.20	\$ 1,138.23	\$ 21.97	\$ (102.20)
5	Aug-13	\$ 1,058.00	\$ 170,713.00	\$ 1,160.20	\$ 1,138.09	\$ 22.11	\$ (102.20)
6	Sep-13	\$ 1,058.00	\$ 170,690.89	\$ 1,160.20	\$ 1,137.94	\$ 22.26	\$ (102.20)
7	Oct-13	\$ 1,058.00	\$ 170,668.62	\$ 1,160.20	\$ 1,137.79	\$ 22.41	\$ (102.20)
8	Nov-13	\$ 1,216.70	\$ 170,646.21	\$ 1,160.20	\$ 1,137.64	\$ 22.56	\$ 56.50
9	Dec-13	\$ 1,216.70	\$ 170,623.66	\$ 1,160.20	\$ 1,137.49	\$ 22.71	\$ 56.50
10	Jan-14	\$ 1,216.70	\$ 170,600.95	\$ 1,160.20	\$ 1,137.34	\$ 22.86	\$ 56.50
11	Feb-14	\$ 1,216.70	\$ 170,578.08	\$ 1,160.20	\$ 1,137.19	\$ 23.01	\$ 56.50
12	Mar-14	\$ 1,216.70	\$ 170,555.07	\$ 1,160.20	\$ 1,137.03	\$ 23.17	\$ 56.50
13	Apr-14	\$ 1,216.70	\$ 170,531.90	\$ 1,160.20	\$ 1,136.88	\$ 23.32	\$ 56.50
14	May-14	\$ 1,216.70	\$ 170,508.58	\$ 1,160.20	\$ 1,136.72	\$ 23.48	\$ 56.50
15	Jun-14	\$ 1,216.70	\$ 170,485.11	\$ 1,160.20	\$ 1,136.57	\$ 23.63	\$ 56.50
16	Jul-14	\$ 1,216.70	\$ 170,461.47	\$ 1,160.20	\$ 1,136.41	\$ 23.79	\$ 56.50
17	Aug-14	\$ 1,216.70	\$ 170,437.68	\$ 1,160.20	\$ 1,136.25	\$ 23.95	\$ 56.50
18	Sep-14	\$ 1,216.70	\$ 170,413.73	\$ 1,160.20	\$ 1,136.09	\$ 24.11	\$ 56.50
19	Oct-14	\$ 1,216.70	\$ 170,389.62	\$ 1,160.20	\$ 1,135.93	\$ 24.27	\$ 56.50
20	Nov-14	\$ 1,216.70	\$ 170,365.35	\$ 1,160.20	\$ 1,135.77	\$ 24.43	\$ 56.50
21	Dec-14	\$ 1,216.70	\$ 170,340.92	\$ 1,160.20	\$ 1,135.61	\$ 24.59	\$ 56.50
22	Jan-15	\$ 1,216.70	\$ 170,316.33	\$ 1,160.20	\$ 1,135.44	\$ 24.76	\$ 56.50
23	Feb-15	\$ 1,216.70	\$ 170,291.57	\$ 1,160.20	\$ 1,135.28	\$ 24.92	\$ 56.50
24	Mar-15	\$ 1,216.70	\$ 170,266.65	\$ 1,160.20	\$ 1,135.11	\$ 25.09	\$ 56.50
25	Apr-15	\$ 1,216.70	\$ 170,241.56	\$ 1,160.20	\$ 1,134.94	\$ 25.26	\$ 56.50
26	May-15	\$ 1,216.70	\$ 170,216.30	\$ 1,160.20	\$ 1,134.78	\$ 25.43	\$ 56.50
27	Jun-15	\$ 1,216.70	\$ 170,190.88	\$ 1,160.20	\$ 1,134.61	\$ 25.59	\$ 56.50
28	Jul-15	\$ 1,216.70	\$ 170,165.28	\$ 1,160.20	\$ 1,134.44	\$ 25.77	\$ 56.50
29	Aug-15	\$ 1,216.70	\$ 170,139.52	\$ 1,160.20	\$ 1,134.26	\$ 25.94	\$ 56.50
30	Sep-15	\$ 1,216.70	\$ 170,113.58	\$ 1,160.20	\$ 1,134.09	\$ 26.11	\$ 56.50
31	Oct-15	\$ 1,216.70	\$ 170,087.47	\$ 1,160.20	\$ 1,133.92	\$ 26.28	\$ 56.50
32	Nov-15	\$ 1,216.70	\$ 170,061.18	\$ 1,160.20	\$ 1,133.74	\$ 26.46	\$ 56.50
33	Dec-15	\$ 1,216.70	\$ 170,034.72	\$ 1,160.20	\$ 1,133.56	\$ 26.64	\$ 56.50
34	Jan-16	\$ 1,216.70	\$ 170,008.09	\$ 1,160.20	\$ 1,133.39	\$ 26.81	\$ 56.50
35	Feb-16	\$ 1,216.70	\$ 169,981.28	\$ 1,160.20	\$ 1,133.21	\$ 26.99	\$ 56.50
36	Mar-16	\$ 1,216.70	\$ 169,954.28	\$ 1,160.20	\$ 1,133.03	\$ 27.17	\$ 56.50
37	Apr-16	\$ 1,216.70	\$ 169,927.11	\$ 1,160.20	\$ 1,132.85	\$ 27.35	\$ 56.50
38	May-16	\$ 1,216.70	\$ 169,899.76	\$ 1,160.20	\$ 1,132.67	\$ 27.54	\$ 56.50
39	Jun-16	\$ 1,216.70	\$ 169,872.22	\$ 1,160.20	\$ 1,132.48	\$ 27.72	\$ 56.50
40	Jul-16	\$ 1,216.70	\$ 169,844.50	\$ 1,160.20	\$ 1,132.30	\$ 27.90	\$ 56.50
41	Aug-16	\$ 1,216.70	\$ 169,816.60	\$ 1,160.20	\$ 1,132.11	\$ 28.09	\$ 56.50
42	Sep-16	\$ 1,216.70	\$ 169,788.51	\$ 1,160.20	\$ 1,131.92	\$ 28.28	\$ 56.50
43	Oct-16	\$ 1,216.70	\$ 169,760.23	\$ 1,160.20	\$ 1,131.73	\$ 28.47	\$ 56.50
44	Nov-16	\$ 1,216.70	\$ 169,731.77	\$ 1,160.20	\$ 1,131.55	\$ 28.66	\$ 56.50
45	Dec-16	\$ 1,216.70	\$ 169,703.11	\$ 1,160.20	\$ 1,131.35	\$ 28.85	\$ 56.50
46	Jan-17	\$ 1,216.70	\$ 169,674.27	\$ 1,160.20	\$ 1,131.16	\$ 29.04	\$ 56.50
47	Feb-17	\$ 1,216.70	\$ 169,645.23	\$ 1,160.20	\$ 1,130.97	\$ 29.23	\$ 56.50
48	Mar-17	\$ 1,216.70	\$ 169,615.99	\$ 1,160.20	\$ 1,130.77	\$ 29.43	\$ 56.50
49	Apr-17	\$ 1,216.70	\$ 169,586.57	\$ 1,160.20	\$ 1,130.58	\$ 29.62	\$ 56.50
50	May-17	\$ 1,216.70	\$ 169,556.94	\$ 1,160.20	\$ 1,130.38	\$ 29.82	\$ 56.50
51	Jun-17	\$ 1,216.70	\$ 169,527.12	\$ 1,160.20	\$ 1,130.18	\$ 30.02	\$ 56.50
52	Jul-17	\$ 1,216.70	\$ 169,497.10	\$ 1,160.20	\$ 1,129.98	\$ 30.22	\$ 56.50
53	Aug-17	\$ 1,216.70	\$ 169,466.88	\$ 1,160.20	\$ 1,129.78	\$ 30.42	\$ 56.50
54	Sep-17	\$ 1,216.70	\$ 169,436.46	\$ 1,160.20	\$ 1,129.58	\$ 30.62	\$ 56.50
55	Oct-17	\$ 1,216.70	\$ 169,405.84	\$ 1,160.20	\$ 1,129.37	\$ 30.83	\$ 56.50
56	Nov-17	\$ 1,216.70	\$ 169,375.01	\$ 1,160.20	\$ 1,129.17	\$ 31.03	\$ 56.50
57	Dec-17	\$ 1,216.70	\$ 169,343.98	\$ 1,160.20	\$ 1,128.96	\$ 31.24	\$ 56.50
58	Jan-18	\$ 1,216.70	\$ 169,312.73	\$ 1,160.20	\$ 1,128.75	\$ 31.45	\$ 56.50
59	Feb-18	\$ 1,216.70	\$ 169,281.29	\$ 1,160.20	\$ 1,128.54	\$ 31.66	\$ 56.50

60	Mar-18	\$ 1,216.70	\$ 169,249.63	\$ 1,160.20	\$ 1,128.33	\$ 31.87	\$ 56.50
61	Apr-18	\$ 1,216.70	\$ 169,217.76	\$ 1,160.20	\$ 1,128.12	\$ 32.08	\$ 56.50
62	May-18	\$ 1,216.70	\$ 169,185.67	\$ 1,160.20	\$ 1,127.90	\$ 32.30	\$ 56.50
63	Jun-18	\$ 1,216.70	\$ 169,153.38	\$ 1,160.20	\$ 1,127.69	\$ 32.51	\$ 56.50
64	Jul-18	\$ 1,216.70	\$ 169,120.87	\$ 1,160.20	\$ 1,127.47	\$ 32.73	\$ 56.50
65	Aug-18	\$ 1,216.70	\$ 169,088.14	\$ 1,160.20	\$ 1,127.25	\$ 32.95	\$ 56.50
66	Sep-18	\$ 1,216.70	\$ 169,055.19	\$ 1,160.20	\$ 1,127.03	\$ 33.17	\$ 56.50
67	Oct-18	\$ 1,216.70	\$ 169,022.03	\$ 1,160.20	\$ 1,126.81	\$ 33.39	\$ 56.50
68	Nov-18	\$ 1,399.21	\$ 168,988.64	\$ 1,160.20	\$ 1,126.59	\$ 33.61	\$ 239.00
69	Dec-18	\$ 1,399.21	\$ 168,955.03	\$ 1,160.20	\$ 1,126.37	\$ 33.83	\$ 239.00
70	Jan-19	\$ 1,399.21	\$ 168,921.20	\$ 1,160.20	\$ 1,126.14	\$ 34.06	\$ 239.00
71	Feb-19	\$ 1,399.21	\$ 168,887.14	\$ 1,160.20	\$ 1,125.91	\$ 34.29	\$ 239.00
72	Mar-19	\$ 1,399.21	\$ 168,852.85	\$ 1,160.20	\$ 1,125.69	\$ 34.51	\$ 239.00
73	Apr-19	\$ 1,399.21	\$ 168,818.34	\$ 1,160.20	\$ 1,125.46	\$ 34.74	\$ 239.00
74	May-19	\$ 1,399.21	\$ 168,783.59	\$ 1,160.20	\$ 1,125.22	\$ 34.98	\$ 239.00
75	Jun-19	\$ 1,399.21	\$ 168,748.61	\$ 1,160.20	\$ 1,124.99	\$ 35.21	\$ 239.00
76	Jul-19	\$ 1,399.21	\$ 168,713.40	\$ 1,160.20	\$ 1,124.76	\$ 35.44	\$ 239.00
77	Aug-19	\$ 1,399.21	\$ 168,677.96	\$ 1,160.20	\$ 1,124.52	\$ 35.68	\$ 239.00
78	Sep-19	\$ 1,399.21	\$ 168,642.28	\$ 1,160.20	\$ 1,124.28	\$ 35.92	\$ 239.00
79	Oct-19	\$ 1,399.21	\$ 168,606.36	\$ 1,160.20	\$ 1,124.04	\$ 36.16	\$ 239.00
80	Nov-19	\$ 1,399.21	\$ 168,570.20	\$ 1,160.20	\$ 1,123.80	\$ 36.40	\$ 239.00
81	Dec-19	\$ 1,399.21	\$ 168,533.80	\$ 1,160.20	\$ 1,123.56	\$ 36.64	\$ 239.00
82	Jan-20	\$ 1,399.21	\$ 168,497.16	\$ 1,160.20	\$ 1,123.31	\$ 36.89	\$ 239.00
83	Feb-20	\$ 1,399.21	\$ 168,460.28	\$ 1,160.20	\$ 1,123.07	\$ 37.13	\$ 239.00
84	Mar-20	\$ 1,399.21	\$ 168,423.14	\$ 1,160.20	\$ 1,122.82	\$ 37.38	\$ 239.00
85	Apr-20	\$ 1,399.21	\$ 168,385.76	\$ 1,160.20	\$ 1,122.57	\$ 37.63	\$ 239.00
86	May-20	\$ 1,399.21	\$ 168,348.13	\$ 1,160.20	\$ 1,122.32	\$ 37.88	\$ 239.00
87	Jun-20	\$ 1,399.21	\$ 168,310.26	\$ 1,160.20	\$ 1,122.07	\$ 38.13	\$ 239.00
88	Jul-20	\$ 1,399.21	\$ 168,272.12	\$ 1,160.20	\$ 1,121.81	\$ 38.39	\$ 239.00
89	Aug-20	\$ 1,399.21	\$ 168,233.74	\$ 1,160.20	\$ 1,121.56	\$ 38.64	\$ 239.00
90	Sep-20	\$ 1,399.21	\$ 168,195.09	\$ 1,160.20	\$ 1,121.30	\$ 38.90	\$ 239.00
91	Oct-20	\$ 1,399.21	\$ 168,156.19	\$ 1,160.20	\$ 1,121.04	\$ 39.16	\$ 239.00
92	Nov-20	\$ 1,399.21	\$ 168,117.04	\$ 1,160.20	\$ 1,120.78	\$ 39.42	\$ 239.00
93	Dec-20	\$ 1,399.21	\$ 168,077.61	\$ 1,160.20	\$ 1,120.52	\$ 39.68	\$ 239.00
94	Jan-21	\$ 1,399.21	\$ 168,037.93	\$ 1,160.20	\$ 1,120.25	\$ 39.95	\$ 239.00
95	Feb-21	\$ 1,399.21	\$ 167,997.98	\$ 1,160.20	\$ 1,119.99	\$ 40.21	\$ 239.00
96	Mar-21	\$ 1,399.21	\$ 167,957.77	\$ 1,160.20	\$ 1,119.72	\$ 40.48	\$ 239.00
97	Apr-21	\$ 1,399.21	\$ 167,917.29	\$ 1,160.20	\$ 1,119.45	\$ 40.75	\$ 239.00
98	May-21	\$ 1,399.21	\$ 167,876.54	\$ 1,160.20	\$ 1,119.18	\$ 41.02	\$ 239.00
99	Jun-21	\$ 1,399.21	\$ 167,835.51	\$ 1,160.20	\$ 1,118.90	\$ 41.30	\$ 239.00
100	Jul-21	\$ 1,399.21	\$ 167,794.21	\$ 1,160.20	\$ 1,118.63	\$ 41.57	\$ 239.00
101	Aug-21	\$ 1,399.21	\$ 167,752.64	\$ 1,160.20	\$ 1,118.35	\$ 41.85	\$ 239.00
102	Sep-21	\$ 1,399.21	\$ 167,710.79	\$ 1,160.20	\$ 1,118.07	\$ 42.13	\$ 239.00
103	Oct-21	\$ 1,399.21	\$ 167,668.66	\$ 1,160.20	\$ 1,117.79	\$ 42.41	\$ 239.00
104	Nov-21	\$ 1,399.21	\$ 167,626.25	\$ 1,160.20	\$ 1,117.51	\$ 42.69	\$ 239.00
105	Dec-21	\$ 1,399.21	\$ 167,583.56	\$ 1,160.20	\$ 1,117.22	\$ 42.98	\$ 239.00
106	Jan-22	\$ 1,399.21	\$ 167,540.59	\$ 1,160.20	\$ 1,116.94	\$ 43.26	\$ 239.00
107	Feb-22	\$ 1,399.21	\$ 167,497.32	\$ 1,160.20	\$ 1,116.65	\$ 43.55	\$ 239.00
108	Mar-22	\$ 1,399.21	\$ 167,453.77	\$ 1,160.20	\$ 1,116.36	\$ 43.84	\$ 239.00
109	Apr-22	\$ 1,399.21	\$ 167,409.93	\$ 1,160.20	\$ 1,116.07	\$ 44.13	\$ 239.00
110	May-22	\$ 1,399.21	\$ 167,365.79	\$ 1,160.20	\$ 1,115.77	\$ 44.43	\$ 239.00
111	Jun-22	\$ 1,399.21	\$ 167,321.37	\$ 1,160.20	\$ 1,115.48	\$ 44.72	\$ 239.00
112	Jul-22	\$ 1,399.21	\$ 167,276.64	\$ 1,160.20	\$ 1,115.18	\$ 45.02	\$ 239.00
113	Aug-22	\$ 1,399.21	\$ 167,231.62	\$ 1,160.20	\$ 1,114.88	\$ 45.32	\$ 239.00
114	Sep-22	\$ 1,399.21	\$ 167,186.29	\$ 1,160.20	\$ 1,114.58	\$ 45.63	\$ 239.00
115	Oct-22	\$ 1,399.21	\$ 167,140.67	\$ 1,160.20	\$ 1,114.27	\$ 45.93	\$ 239.00
116	Nov-22	\$ 1,399.21	\$ 167,094.74	\$ 1,160.20	\$ 1,113.96	\$ 46.24	\$ 239.00
117	Dec-22	\$ 1,399.21	\$ 167,048.50	\$ 1,160.20	\$ 1,113.66	\$ 46.54	\$ 239.00
118	Jan-23	\$ 1,399.21	\$ 167,001.96	\$ 1,160.20	\$ 1,113.35	\$ 46.85	\$ 239.00
119	Feb-23	\$ 1,399.21	\$ 166,955.11	\$ 1,160.20	\$ 1,113.03	\$ 47.17	\$ 239.00
120	Mar-23	\$ 1,399.21	\$ 166,907.94	\$ 1,160.20	\$ 1,112.72	\$ 47.48	\$ 239.00
121	Apr-23	\$ 1,399.21	\$ 166,860.46	\$ 1,160.20	\$ 1,112.40	\$ 47.80	\$ 239.00
122	May-23	\$ 1,399.21	\$ 166,812.66	\$ 1,160.20	\$ 1,112.08	\$ 48.12	\$ 239.00
123	Jun-23	\$ 1,399.21	\$ 166,764.55	\$ 1,160.20	\$ 1,111.76	\$ 48.44	\$ 239.00
124	Jul-23	\$ 1,399.21	\$ 166,716.11	\$ 1,160.20	\$ 1,111.44	\$ 48.76	\$ 239.00
125	Aug-23	\$ 1,399.21	\$ 166,667.35	\$ 1,160.20	\$ 1,111.12	\$ 49.08	\$ 239.00
126	Sep-23	\$ 1,399.21	\$ 166,618.26	\$ 1,160.20	\$ 1,110.79	\$ 49.41	\$ 239.00
127	Oct-23	\$ 1,399.21	\$ 166,568.85	\$ 1,160.20	\$ 1,110.46	\$ 49.74	\$ 239.00
128	Nov-23	\$ 1,609.09	\$ 166,519.11	\$ 1,160.20	\$ 1,110.13	\$ 50.07	\$ 448.89
129	Dec-23	\$ 1,609.09	\$ 166,469.04	\$ 1,160.20	\$ 1,109.79	\$ 50.41	\$ 448.89
130	Jan-24	\$ 1,609.09	\$ 166,418.63	\$ 1,160.20	\$ 1,109.46	\$ 50.74	\$ 448.89

131	Feb-24	\$ 1,609.09	\$ 166,367.89	\$ 1,160.20	\$ 1,109.12	\$ 51.08	\$ 448.89
132	Mar-24	\$ 1,609.09	\$ 166,316.81	\$ 1,160.20	\$ 1,108.78	\$ 51.42	\$ 448.89
133	Apr-24	\$ 1,609.09	\$ 166,265.38	\$ 1,160.20	\$ 1,108.44	\$ 51.76	\$ 448.89
134	May-24	\$ 1,609.09	\$ 166,213.62	\$ 1,160.20	\$ 1,108.09	\$ 52.11	\$ 448.89
135	Jun-24	\$ 1,609.09	\$ 166,161.51	\$ 1,160.20	\$ 1,107.74	\$ 52.46	\$ 448.89
136	Jul-24	\$ 1,609.09	\$ 166,109.05	\$ 1,160.20	\$ 1,107.39	\$ 52.81	\$ 448.89
137	Aug-24	\$ 1,609.09	\$ 166,056.25	\$ 1,160.20	\$ 1,107.04	\$ 53.16	\$ 448.89
138	Sep-24	\$ 1,609.09	\$ 166,003.09	\$ 1,160.20	\$ 1,106.69	\$ 53.51	\$ 448.89
139	Oct-24	\$ 1,609.09	\$ 165,949.57	\$ 1,160.20	\$ 1,106.33	\$ 53.87	\$ 448.89
140	Nov-24	\$ 1,609.09	\$ 165,895.70	\$ 1,160.20	\$ 1,105.97	\$ 54.23	\$ 448.89
141	Dec-24	\$ 1,609.09	\$ 165,841.47	\$ 1,160.20	\$ 1,105.61	\$ 54.59	\$ 448.89
142	Jan-25	\$ 1,609.09	\$ 165,786.88	\$ 1,160.20	\$ 1,105.25	\$ 54.95	\$ 448.89
143	Feb-25	\$ 1,609.09	\$ 165,731.93	\$ 1,160.20	\$ 1,104.88	\$ 55.32	\$ 448.89
144	Mar-25	\$ 1,609.09	\$ 165,676.61	\$ 1,160.20	\$ 1,104.51	\$ 55.69	\$ 448.89
145	Apr-25	\$ 1,609.09	\$ 165,620.92	\$ 1,160.20	\$ 1,104.14	\$ 56.06	\$ 448.89
146	May-25	\$ 1,609.09	\$ 165,564.86	\$ 1,160.20	\$ 1,103.77	\$ 56.43	\$ 448.89
147	Jun-25	\$ 1,609.09	\$ 165,508.42	\$ 1,160.20	\$ 1,103.39	\$ 56.81	\$ 448.89
148	Jul-25	\$ 1,609.09	\$ 165,451.61	\$ 1,160.20	\$ 1,103.01	\$ 57.19	\$ 448.89
149	Aug-25	\$ 1,609.09	\$ 165,394.42	\$ 1,160.20	\$ 1,102.63	\$ 57.57	\$ 448.89
150	Sep-25	\$ 1,609.09	\$ 165,336.85	\$ 1,160.20	\$ 1,102.25	\$ 57.95	\$ 448.89
151	Oct-25	\$ 1,609.09	\$ 165,278.89	\$ 1,160.20	\$ 1,101.86	\$ 58.34	\$ 448.89
152	Nov-25	\$ 1,609.09	\$ 165,220.55	\$ 1,160.20	\$ 1,101.47	\$ 58.73	\$ 448.89
153	Dec-25	\$ 1,609.09	\$ 165,161.82	\$ 1,160.20	\$ 1,101.08	\$ 59.12	\$ 448.89
154	Jan-26	\$ 1,609.09	\$ 165,102.70	\$ 1,160.20	\$ 1,100.68	\$ 59.52	\$ 448.89
155	Feb-26	\$ 1,609.09	\$ 165,043.19	\$ 1,160.20	\$ 1,100.29	\$ 59.91	\$ 448.89
156	Mar-26	\$ 1,609.09	\$ 164,983.27	\$ 1,160.20	\$ 1,099.89	\$ 60.31	\$ 448.89
157	Apr-26	\$ 1,609.09	\$ 164,922.96	\$ 1,160.20	\$ 1,099.49	\$ 60.71	\$ 448.89
158	May-26	\$ 1,609.09	\$ 164,862.25	\$ 1,160.20	\$ 1,099.08	\$ 61.12	\$ 448.89
159	Jun-26	\$ 1,609.09	\$ 164,801.13	\$ 1,160.20	\$ 1,098.67	\$ 61.53	\$ 448.89
160	Jul-26	\$ 1,609.09	\$ 164,739.60	\$ 1,160.20	\$ 1,098.26	\$ 61.94	\$ 448.89
161	Aug-26	\$ 1,609.09	\$ 164,677.66	\$ 1,160.20	\$ 1,097.85	\$ 62.35	\$ 448.89
162	Sep-26	\$ 1,609.09	\$ 164,615.32	\$ 1,160.20	\$ 1,097.44	\$ 62.77	\$ 448.89
163	Oct-26	\$ 1,609.09	\$ 164,552.55	\$ 1,160.20	\$ 1,097.02	\$ 63.18	\$ 448.89
164	Nov-26	\$ 1,609.09	\$ 164,489.37	\$ 1,160.20	\$ 1,096.60	\$ 63.60	\$ 448.89
165	Dec-26	\$ 1,609.09	\$ 164,425.76	\$ 1,160.20	\$ 1,096.17	\$ 64.03	\$ 448.89
166	Jan-27	\$ 1,609.09	\$ 164,361.73	\$ 1,160.20	\$ 1,095.74	\$ 64.46	\$ 448.89
167	Feb-27	\$ 1,609.09	\$ 164,297.28	\$ 1,160.20	\$ 1,095.32	\$ 64.89	\$ 448.89
168	Mar-27	\$ 1,609.09	\$ 164,232.39	\$ 1,160.20	\$ 1,094.88	\$ 65.32	\$ 448.89
169	Apr-27	\$ 1,609.09	\$ 164,167.07	\$ 1,160.20	\$ 1,094.45	\$ 65.75	\$ 448.89
170	May-27	\$ 1,609.09	\$ 164,101.32	\$ 1,160.20	\$ 1,094.01	\$ 66.19	\$ 448.89
171	Jun-27	\$ 1,609.09	\$ 164,035.13	\$ 1,160.20	\$ 1,093.57	\$ 66.63	\$ 448.89
172	Jul-27	\$ 1,609.09	\$ 163,968.50	\$ 1,160.20	\$ 1,093.12	\$ 67.08	\$ 448.89
173	Aug-27	\$ 1,609.09	\$ 163,901.42	\$ 1,160.20	\$ 1,092.68	\$ 67.52	\$ 448.89
174	Sep-27	\$ 1,609.09	\$ 163,833.89	\$ 1,160.20	\$ 1,092.23	\$ 67.97	\$ 448.89
175	Oct-27	\$ 1,609.09	\$ 163,765.92	\$ 1,160.20	\$ 1,091.77	\$ 68.43	\$ 448.89
176	Nov-27	\$ 1,609.09	\$ 163,697.49	\$ 1,160.20	\$ 1,091.32	\$ 68.88	\$ 448.89
177	Dec-27	\$ 1,609.09	\$ 163,628.61	\$ 1,160.20	\$ 1,090.86	\$ 69.34	\$ 448.89
178	Jan-28	\$ 1,609.09	\$ 163,559.26	\$ 1,160.20	\$ 1,090.40	\$ 69.81	\$ 448.89
179	Feb-28	\$ 1,609.09	\$ 163,489.46	\$ 1,160.20	\$ 1,089.93	\$ 70.27	\$ 448.89
180	Mar-28	\$ 1,609.09	\$ 163,419.19	\$ 1,160.20	\$ 1,089.46	\$ 70.74	\$ 448.89
181	Apr-28	\$ 1,609.09	\$ 163,348.45	\$ 1,160.20	\$ 1,088.99	\$ 71.21	\$ 448.89
182	May-28	\$ 1,609.09	\$ 163,277.24	\$ 1,160.20	\$ 1,088.51	\$ 71.69	\$ 448.89
183	Jun-28	\$ 1,609.09	\$ 163,205.55	\$ 1,160.20	\$ 1,088.04	\$ 72.16	\$ 448.89
184	Jul-28	\$ 1,609.09	\$ 163,133.39	\$ 1,160.20	\$ 1,087.56	\$ 72.64	\$ 448.89
185	Aug-28	\$ 1,609.09	\$ 163,060.74	\$ 1,160.20	\$ 1,087.07	\$ 73.13	\$ 448.89
186	Sep-28	\$ 1,609.09	\$ 162,987.62	\$ 1,160.20	\$ 1,086.58	\$ 73.62	\$ 448.89
187	Oct-28	\$ 1,609.09	\$ 162,914.00	\$ 1,160.20	\$ 1,086.09	\$ 74.11	\$ 448.89
188	Nov-28	\$ 1,850.45	\$ 162,839.89	\$ 1,160.20	\$ 1,085.60	\$ 74.60	\$ 690.25
189	Dec-28	\$ 1,850.45	\$ 162,765.29	\$ 1,160.20	\$ 1,085.10	\$ 75.10	\$ 690.25
190	Jan-29	\$ 1,850.45	\$ 162,690.19	\$ 1,160.20	\$ 1,084.60	\$ 75.60	\$ 690.25
191	Feb-29	\$ 1,850.45	\$ 162,614.59	\$ 1,160.20	\$ 1,084.10	\$ 76.10	\$ 690.25
192	Mar-29	\$ 1,850.45	\$ 162,538.49	\$ 1,160.20	\$ 1,083.59	\$ 76.61	\$ 690.25
193	Apr-29	\$ 1,850.45	\$ 162,461.88	\$ 1,160.20	\$ 1,083.08	\$ 77.12	\$ 690.25
194	May-29	\$ 1,850.45	\$ 162,384.76	\$ 1,160.20	\$ 1,082.57	\$ 77.64	\$ 690.25
195	Jun-29	\$ 1,850.45	\$ 162,307.12	\$ 1,160.20	\$ 1,082.05	\$ 78.15	\$ 690.25
196	Jul-29	\$ 1,850.45	\$ 162,228.97	\$ 1,160.20	\$ 1,081.53	\$ 78.67	\$ 690.25
197	Aug-29	\$ 1,850.45	\$ 162,150.29	\$ 1,160.20	\$ 1,081.00	\$ 79.20	\$ 690.25
198	Sep-29	\$ 1,850.45	\$ 162,071.10	\$ 1,160.20	\$ 1,080.47	\$ 79.73	\$ 690.25
199	Oct-29	\$ 1,850.45	\$ 161,991.37	\$ 1,160.20	\$ 1,079.94	\$ 80.26	\$ 690.25
200	Nov-29	\$ 1,850.45	\$ 161,911.11	\$ 1,160.20	\$ 1,079.41	\$ 80.79	\$ 690.25
201	Dec-29	\$ 1,850.45	\$ 161,830.32	\$ 1,160.20	\$ 1,078.87	\$ 81.33	\$ 690.25

202	Jan-30	\$ 1,850.45	\$ 161,748.99	\$ 1,160.20	\$ 1,078.33	\$ 81.87	\$ 690.25
203	Feb-30	\$ 1,850.45	\$ 161,667.11	\$ 1,160.20	\$ 1,077.78	\$ 82.42	\$ 690.25
204	Mar-30	\$ 1,850.45	\$ 161,584.69	\$ 1,160.20	\$ 1,077.23	\$ 82.97	\$ 690.25
205	Apr-30	\$ 1,850.45	\$ 161,501.72	\$ 1,160.20	\$ 1,076.68	\$ 83.52	\$ 690.25
206	May-30	\$ 1,850.45	\$ 161,418.20	\$ 1,160.20	\$ 1,076.12	\$ 84.08	\$ 690.25
207	Jun-30	\$ 1,850.45	\$ 161,334.12	\$ 1,160.20	\$ 1,075.56	\$ 84.64	\$ 690.25
208	Jul-30	\$ 1,850.45	\$ 161,249.48	\$ 1,160.20	\$ 1,075.00	\$ 85.20	\$ 690.25
209	Aug-30	\$ 1,850.45	\$ 161,164.28	\$ 1,160.20	\$ 1,074.43	\$ 85.77	\$ 690.25
210	Sep-30	\$ 1,850.45	\$ 161,078.51	\$ 1,160.20	\$ 1,073.86	\$ 86.34	\$ 690.25
211	Oct-30	\$ 1,850.45	\$ 160,992.16	\$ 1,160.20	\$ 1,073.28	\$ 86.92	\$ 690.25
212	Nov-30	\$ 1,850.45	\$ 160,905.24	\$ 1,160.20	\$ 1,072.70	\$ 87.50	\$ 690.25
213	Dec-30	\$ 1,850.45	\$ 160,817.74	\$ 1,160.20	\$ 1,072.12	\$ 88.08	\$ 690.25
214	Jan-31	\$ 1,850.45	\$ 160,729.66	\$ 1,160.20	\$ 1,071.53	\$ 88.67	\$ 690.25
215	Feb-31	\$ 1,850.45	\$ 160,640.99	\$ 1,160.20	\$ 1,070.94	\$ 89.26	\$ 690.25
216	Mar-31	\$ 1,850.45	\$ 160,551.73	\$ 1,160.20	\$ 1,070.34	\$ 89.86	\$ 690.25
217	Apr-31	\$ 1,850.45	\$ 160,461.87	\$ 1,160.20	\$ 1,069.75	\$ 90.45	\$ 690.25
218	May-31	\$ 1,850.45	\$ 160,371.42	\$ 1,160.20	\$ 1,069.14	\$ 91.06	\$ 690.25
219	Jun-31	\$ 1,850.45	\$ 160,280.36	\$ 1,160.20	\$ 1,068.54	\$ 91.66	\$ 690.25
220	Jul-31	\$ 1,850.45	\$ 160,188.70	\$ 1,160.20	\$ 1,067.92	\$ 92.28	\$ 690.25
221	Aug-31	\$ 1,850.45	\$ 160,096.42	\$ 1,160.20	\$ 1,067.31	\$ 92.89	\$ 690.25
222	Sep-31	\$ 1,850.45	\$ 160,003.53	\$ 1,160.20	\$ 1,066.69	\$ 93.51	\$ 690.25
223	Oct-31	\$ 1,850.45	\$ 159,910.02	\$ 1,160.20	\$ 1,066.07	\$ 94.13	\$ 690.25
224	Nov-31	\$ 1,850.45	\$ 159,815.89	\$ 1,160.20	\$ 1,065.44	\$ 94.76	\$ 690.25
225	Dec-31	\$ 1,850.45	\$ 159,721.13	\$ 1,160.20	\$ 1,064.81	\$ 95.39	\$ 690.25
226	Jan-32	\$ 1,850.45	\$ 159,625.73	\$ 1,160.20	\$ 1,064.17	\$ 96.03	\$ 690.25
227	Feb-32	\$ 1,850.45	\$ 159,529.70	\$ 1,160.20	\$ 1,063.53	\$ 96.67	\$ 690.25
228	Mar-32	\$ 1,850.45	\$ 159,433.03	\$ 1,160.20	\$ 1,062.89	\$ 97.31	\$ 690.25
229	Apr-32	\$ 1,850.45	\$ 159,335.72	\$ 1,160.20	\$ 1,062.24	\$ 97.96	\$ 690.25
230	May-32	\$ 1,850.45	\$ 159,237.76	\$ 1,160.20	\$ 1,061.59	\$ 98.62	\$ 690.25
231	Jun-32	\$ 1,850.45	\$ 159,139.14	\$ 1,160.20	\$ 1,060.93	\$ 99.27	\$ 690.25
232	Jul-32	\$ 1,850.45	\$ 159,039.87	\$ 1,160.20	\$ 1,060.27	\$ 99.93	\$ 690.25
233	Aug-32	\$ 1,850.45	\$ 158,939.93	\$ 1,160.20	\$ 1,059.60	\$ 100.60	\$ 690.25
234	Sep-32	\$ 1,850.45	\$ 158,839.33	\$ 1,160.20	\$ 1,058.93	\$ 101.27	\$ 690.25
235	Oct-32	\$ 1,850.45	\$ 158,738.06	\$ 1,160.20	\$ 1,058.25	\$ 101.95	\$ 690.25
236	Nov-32	\$ 1,850.45	\$ 158,636.12	\$ 1,160.20	\$ 1,057.57	\$ 102.63	\$ 690.25
237	Dec-32	\$ 1,850.45	\$ 158,533.49	\$ 1,160.20	\$ 1,056.89	\$ 103.31	\$ 690.25
238	Jan-33	\$ 1,850.45	\$ 158,430.18	\$ 1,160.20	\$ 1,056.20	\$ 104.00	\$ 690.25
239	Feb-33	\$ 1,850.45	\$ 158,326.18	\$ 1,160.20	\$ 1,055.51	\$ 104.69	\$ 690.25
240	Mar-33	\$ 1,850.45	\$ 158,221.49	\$ 1,160.20	\$ 1,054.81	\$ 105.39	\$ 690.25
241	Apr-33	\$ 1,850.45	\$ 158,116.10	\$ 1,160.20	\$ 1,054.11	\$ 106.09	\$ 690.25
242	May-33	\$ 1,850.45	\$ 158,010.00	\$ 1,160.20	\$ 1,053.40	\$ 106.80	\$ 690.25
243	Jun-33	\$ 1,850.45	\$ 157,903.20	\$ 1,160.20	\$ 1,052.69	\$ 107.51	\$ 690.25
244	Jul-33	\$ 1,850.45	\$ 157,795.69	\$ 1,160.20	\$ 1,051.97	\$ 108.23	\$ 690.25
245	Aug-33	\$ 1,850.45	\$ 157,687.46	\$ 1,160.20	\$ 1,051.25	\$ 108.95	\$ 690.25
246	Sep-33	\$ 1,850.45	\$ 157,578.51	\$ 1,160.20	\$ 1,050.52	\$ 109.68	\$ 690.25
247	Oct-33	\$ 1,850.45	\$ 157,468.83	\$ 1,160.20	\$ 1,049.79	\$ 110.41	\$ 690.25
248	Nov-33	\$ 2,128.02	\$ 157,358.42	\$ 1,160.20	\$ 1,049.06	\$ 111.14	\$ 967.82
249	Dec-33	\$ 2,128.02	\$ 157,247.28	\$ 1,160.20	\$ 1,048.32	\$ 111.89	\$ 967.82
250	Jan-34	\$ 2,128.02	\$ 157,135.39	\$ 1,160.20	\$ 1,047.57	\$ 112.63	\$ 967.82
251	Feb-34	\$ 2,128.02	\$ 157,022.76	\$ 1,160.20	\$ 1,046.82	\$ 113.38	\$ 967.82
252	Mar-34	\$ 2,128.02	\$ 156,909.38	\$ 1,160.20	\$ 1,046.06	\$ 114.14	\$ 967.82
253	Apr-34	\$ 2,128.02	\$ 156,795.24	\$ 1,160.20	\$ 1,045.30	\$ 114.90	\$ 967.82
254	May-34	\$ 2,128.02	\$ 156,680.34	\$ 1,160.20	\$ 1,044.54	\$ 115.66	\$ 967.82
255	Jun-34	\$ 2,128.02	\$ 156,564.68	\$ 1,160.20	\$ 1,043.76	\$ 116.44	\$ 967.82
256	Jul-34	\$ 2,128.02	\$ 156,448.24	\$ 1,160.20	\$ 1,042.99	\$ 117.21	\$ 967.82
257	Aug-34	\$ 2,128.02	\$ 156,331.03	\$ 1,160.20	\$ 1,042.21	\$ 117.99	\$ 967.82
258	Sep-34	\$ 2,128.02	\$ 156,213.04	\$ 1,160.20	\$ 1,041.42	\$ 118.78	\$ 967.82
259	Oct-34	\$ 2,128.02	\$ 156,094.26	\$ 1,160.20	\$ 1,040.63	\$ 119.57	\$ 967.82
260	Nov-34	\$ 2,128.02	\$ 155,974.68	\$ 1,160.20	\$ 1,039.83	\$ 120.37	\$ 967.82
261	Dec-34	\$ 2,128.02	\$ 155,854.31	\$ 1,160.20	\$ 1,039.03	\$ 121.17	\$ 967.82
262	Jan-35	\$ 2,128.02	\$ 155,733.14	\$ 1,160.20	\$ 1,038.22	\$ 121.98	\$ 967.82
263	Feb-35	\$ 2,128.02	\$ 155,611.16	\$ 1,160.20	\$ 1,037.41	\$ 122.79	\$ 967.82
264	Mar-35	\$ 2,128.02	\$ 155,488.37	\$ 1,160.20	\$ 1,036.59	\$ 123.61	\$ 967.82
265	Apr-35	\$ 2,128.02	\$ 155,364.76	\$ 1,160.20	\$ 1,035.77	\$ 124.44	\$ 967.82
266	May-35	\$ 2,128.02	\$ 155,240.32	\$ 1,160.20	\$ 1,034.94	\$ 125.27	\$ 967.82
267	Jun-35	\$ 2,128.02	\$ 155,115.06	\$ 1,160.20	\$ 1,034.10	\$ 126.10	\$ 967.82
268	Jul-35	\$ 2,128.02	\$ 154,988.96	\$ 1,160.20	\$ 1,033.26	\$ 126.94	\$ 967.82
269	Aug-35	\$ 2,128.02	\$ 154,862.02	\$ 1,160.20	\$ 1,032.41	\$ 127.79	\$ 967.82
270	Sep-35	\$ 2,128.02	\$ 154,734.23	\$ 1,160.20	\$ 1,031.56	\$ 128.64	\$ 967.82
271	Oct-35	\$ 2,128.02	\$ 154,605.59	\$ 1,160.20	\$ 1,030.70	\$ 129.50	\$ 967.82
272	Nov-35	\$ 2,128.02	\$ 154,476.09	\$ 1,160.20	\$ 1,029.84	\$ 130.36	\$ 967.82

273	Dec-35	\$	2,128.02	\$	154,345.73	\$	1,160.20	\$	1,028.97	\$	131.23	\$	967.82
274	Jan-36	\$	2,128.02	\$	154,214.51	\$	1,160.20	\$	1,028.10	\$	132.10	\$	967.82
275	Feb-36	\$	2,128.02	\$	154,082.40	\$	1,160.20	\$	1,027.22	\$	132.98	\$	967.82
276	Mar-36	\$	2,128.02	\$	153,949.42	\$	1,160.20	\$	1,026.33	\$	133.87	\$	967.82
277	Apr-36	\$	2,128.02	\$	153,815.55	\$	1,160.20	\$	1,025.44	\$	134.76	\$	967.82
278	May-36	\$	2,128.02	\$	153,680.78	\$	1,160.20	\$	1,024.54	\$	135.66	\$	967.82
279	Jun-36	\$	2,128.02	\$	153,545.12	\$	1,160.20	\$	1,023.63	\$	136.57	\$	967.82
280	Jul-36	\$	2,128.02	\$	153,408.55	\$	1,160.20	\$	1,022.72	\$	137.48	\$	967.82
281	Aug-36	\$	2,128.02	\$	153,271.08	\$	1,160.20	\$	1,021.81	\$	138.39	\$	967.82
282	Sep-36	\$	2,128.02	\$	153,132.68	\$	1,160.20	\$	1,020.88	\$	139.32	\$	967.82
283	Oct-36	\$	2,128.02	\$	152,993.37	\$	1,160.20	\$	1,019.96	\$	140.24	\$	967.82
284	Nov-36	\$	2,128.02	\$	152,853.12	\$	1,160.20	\$	1,019.02	\$	141.18	\$	967.82
285	Dec-36	\$	2,128.02	\$	152,711.94	\$	1,160.20	\$	1,018.08	\$	142.12	\$	967.82
286	Jan-37	\$	2,128.02	\$	152,569.82	\$	1,160.20	\$	1,017.13	\$	143.07	\$	967.82
287	Feb-37	\$	2,128.02	\$	152,426.75	\$	1,160.20	\$	1,016.18	\$	144.02	\$	967.82
288	Mar-37	\$	2,128.02	\$	152,282.73	\$	1,160.20	\$	1,015.22	\$	144.98	\$	967.82
289	Apr-37	\$	2,128.02	\$	152,137.75	\$	1,160.20	\$	1,014.25	\$	145.95	\$	967.82
290	May-37	\$	2,128.02	\$	151,991.80	\$	1,160.20	\$	1,013.28	\$	146.92	\$	967.82
291	Jun-37	\$	2,128.02	\$	151,844.88	\$	1,160.20	\$	1,012.30	\$	147.90	\$	967.82
292	Jul-37	\$	2,128.02	\$	151,696.98	\$	1,160.20	\$	1,011.31	\$	148.89	\$	967.82
293	Aug-37	\$	2,128.02	\$	151,548.09	\$	1,160.20	\$	1,010.32	\$	149.88	\$	967.82
294	Sep-37	\$	2,128.02	\$	151,398.21	\$	1,160.20	\$	1,009.32	\$	150.88	\$	967.82
295	Oct-37	\$	2,128.02	\$	151,247.33	\$	1,160.20	\$	1,008.32	\$	151.89	\$	967.82
296	Nov-37	\$	2,128.02	\$	151,095.45	\$	1,160.20	\$	1,007.30	\$	152.90	\$	967.82
297	Dec-37	\$	2,128.02	\$	150,942.55	\$	1,160.20	\$	1,006.28	\$	153.92	\$	967.82
298	Jan-38	\$	2,128.02	\$	150,788.63	\$	1,160.20	\$	1,005.26	\$	154.94	\$	967.82
299	Feb-38	\$	2,128.02	\$	150,633.69	\$	1,160.20	\$	1,004.22	\$	155.98	\$	967.82
300	Mar-38	\$	2,128.02	\$	150,477.71	\$	1,160.20	\$	1,003.18	\$	157.02	\$	967.82
301	Apr-38	\$	2,128.02	\$	150,320.70	\$	1,160.20	\$	1,002.14	\$	158.06	\$	967.82
302	May-38	\$	2,128.02	\$	150,162.63	\$	1,160.20	\$	1,001.08	\$	159.12	\$	967.82
303	Jun-38	\$	2,128.02	\$	150,003.52	\$	1,160.20	\$	1,000.02	\$	160.18	\$	967.82
304	Jul-38	\$	2,128.02	\$	149,843.34	\$	1,160.20	\$	998.96	\$	161.24	\$	967.82
305	Aug-38	\$	2,128.02	\$	149,682.09	\$	1,160.20	\$	997.88	\$	162.32	\$	967.82
306	Sep-38	\$	2,128.02	\$	149,519.77	\$	1,160.20	\$	996.80	\$	163.40	\$	967.82
307	Oct-38	\$	2,128.02	\$	149,356.37	\$	1,160.20	\$	995.71	\$	164.49	\$	967.82
308	Nov-38	\$	2,447.22	\$	149,191.88	\$	1,160.20	\$	994.61	\$	165.59	\$	1,287.02
309	Dec-38	\$	2,447.22	\$	149,026.29	\$	1,160.20	\$	993.51	\$	166.69	\$	1,287.02
310	Jan-39	\$	2,447.22	\$	148,859.60	\$	1,160.20	\$	992.40	\$	167.80	\$	1,287.02
311	Feb-39	\$	2,447.22	\$	148,691.80	\$	1,160.20	\$	991.28	\$	168.92	\$	1,287.02
312	Mar-39	\$	2,447.22	\$	148,522.88	\$	1,160.20	\$	990.15	\$	170.05	\$	1,287.02
313	Apr-39	\$	2,447.22	\$	148,352.83	\$	1,160.20	\$	989.02	\$	171.18	\$	1,287.02
314	May-39	\$	2,447.22	\$	148,181.65	\$	1,160.20	\$	987.88	\$	172.32	\$	1,287.02
315	Jun-39	\$	2,447.22	\$	148,009.32	\$	1,160.20	\$	986.73	\$	173.47	\$	1,287.02
316	Jul-39	\$	2,447.22	\$	147,835.85	\$	1,160.20	\$	985.57	\$	174.63	\$	1,287.02
317	Aug-39	\$	2,447.22	\$	147,661.22	\$	1,160.20	\$	984.41	\$	175.79	\$	1,287.02
318	Sep-39	\$	2,447.22	\$	147,485.43	\$	1,160.20	\$	983.24	\$	176.96	\$	1,287.02
319	Oct-39	\$	2,447.22	\$	147,308.47	\$	1,160.20	\$	982.06	\$	178.14	\$	1,287.02
320	Nov-39	\$	2,447.22	\$	147,130.32	\$	1,160.20	\$	980.87	\$	179.33	\$	1,287.02
321	Dec-39	\$	2,447.22	\$	146,950.99	\$	1,160.20	\$	979.67	\$	180.53	\$	1,287.02
322	Jan-40	\$	2,447.22	\$	146,770.46	\$	1,160.20	\$	978.47	\$	181.73	\$	1,287.02
323	Feb-40	\$	2,447.22	\$	146,588.73	\$	1,160.20	\$	977.26	\$	182.94	\$	1,287.02
324	Mar-40	\$	2,447.22	\$	146,405.79	\$	1,160.20	\$	976.04	\$	184.16	\$	1,287.02
325	Apr-40	\$	2,447.22	\$	146,221.63	\$	1,160.20	\$	974.81	\$	185.39	\$	1,287.02
326	May-40	\$	2,447.22	\$	146,036.24	\$	1,160.20	\$	973.57	\$	186.63	\$	1,287.02
327	Jun-40	\$	2,447.22	\$	145,849.61	\$	1,160.20	\$	972.33	\$	187.87	\$	1,287.02
328	Jul-40	\$	2,447.22	\$	145,661.74	\$	1,160.20	\$	971.08	\$	189.12	\$	1,287.02
329	Aug-40	\$	2,447.22	\$	145,472.62	\$	1,160.20	\$	969.82	\$	190.38	\$	1,287.02
330	Sep-40	\$	2,447.22	\$	145,282.24	\$	1,160.20	\$	968.55	\$	191.65	\$	1,287.02
331	Oct-40	\$	2,447.22	\$	145,090.59	\$	1,160.20	\$	967.27	\$	192.93	\$	1,287.02
332	Nov-40	\$	2,447.22	\$	144,897.66	\$	1,160.20	\$	965.98	\$	194.22	\$	1,287.02
333	Dec-40	\$	2,447.22	\$	144,703.44	\$	1,160.20	\$	964.69	\$	195.51	\$	1,287.02
334	Jan-41	\$	2,447.22	\$	144,507.93	\$	1,160.20	\$	963.39	\$	196.81	\$	1,287.02
335	Feb-41	\$	2,447.22	\$	144,311.11	\$	1,160.20	\$	962.07	\$	198.13	\$	1,287.02
336	Mar-41	\$	2,447.22	\$	144,112.99	\$	1,160.20	\$	960.75	\$	199.45	\$	1,287.02
337	Apr-41	\$	2,447.22	\$	143,913.54	\$	1,160.20	\$	959.42	\$	200.78	\$	1,287.02
338	May-41	\$	2,447.22	\$	143,712.76	\$	1,160.20	\$	958.09	\$	202.12	\$	1,287.02
339	Jun-41	\$	2,447.22	\$	143,510.65	\$	1,160.20	\$	956.74	\$	203.46	\$	1,287.02
340	Jul-41	\$	2,447.22	\$	143,307.19	\$	1,160.20	\$	955.38	\$	204.82	\$	1,287.02
341	Aug-41	\$	2,447.22	\$	143,102.37	\$	1,160.20	\$	954.02	\$	206.18	\$	1,287.02
342	Sep-41	\$	2,447.22	\$	142,896.18	\$	1,160.20	\$	952.64	\$	207.56	\$	1,287.02
343	Oct-41	\$	2,447.22	\$	142,688.62	\$	1,160.20	\$	951.26	\$	208.94	\$	1,287.02

344	Nov-41	\$ 2,447.22	\$ 142,479.68	\$ 1,160.20	\$ 949.86	\$ 210.34	\$ 1,287.02
345	Dec-41	\$ 2,447.22	\$ 142,269.34	\$ 1,160.20	\$ 948.46	\$ 211.74	\$ 1,287.02
346	Jan-42	\$ 2,447.22	\$ 142,057.60	\$ 1,160.20	\$ 947.05	\$ 213.15	\$ 1,287.02
347	Feb-42	\$ 2,447.22	\$ 141,844.45	\$ 1,160.20	\$ 945.63	\$ 214.57	\$ 1,287.02
348	Mar-42	\$ 2,447.22	\$ 141,629.88	\$ 1,160.20	\$ 944.20	\$ 216.00	\$ 1,287.02
349	Apr-42	\$ 2,447.22	\$ 141,413.88	\$ 1,160.20	\$ 942.76	\$ 217.44	\$ 1,287.02
350	May-42	\$ 2,447.22	\$ 141,196.44	\$ 1,160.20	\$ 941.31	\$ 218.89	\$ 1,287.02
351	Jun-42	\$ 2,447.22	\$ 140,977.55	\$ 1,160.20	\$ 939.85	\$ 220.35	\$ 1,287.02
352	Jul-42	\$ 2,447.22	\$ 140,757.20	\$ 1,160.20	\$ 938.38	\$ 221.82	\$ 1,287.02
353	Aug-42	\$ 2,447.22	\$ 140,535.38	\$ 1,160.20	\$ 936.90	\$ 223.30	\$ 1,287.02
354	Sep-42	\$ 2,447.22	\$ 140,312.08	\$ 1,160.20	\$ 935.41	\$ 224.79	\$ 1,287.02
355	Oct-42	\$ 2,447.22	\$ 140,087.30	\$ 1,160.20	\$ 933.92	\$ 226.29	\$ 1,287.02
356	Nov-42	\$ 2,447.22	\$ 139,861.01	\$ 1,160.20	\$ 932.41	\$ 227.79	\$ 1,287.02
357	Dec-42	\$ 2,447.22	\$ 139,633.22	\$ 1,160.20	\$ 930.89	\$ 229.31	\$ 1,287.02
358	Jan-43	\$ 2,447.22	\$ 139,403.90	\$ 1,160.20	\$ 929.36	\$ 230.84	\$ 1,287.02
359	Feb-43	\$ 2,447.22	\$ 139,173.06	\$ 1,160.20	\$ 927.82	\$ 232.38	\$ 1,287.02
360	Mar-43	\$ 2,447.22	\$ 138,940.68	\$ 1,160.20	\$ 926.27	\$ 233.93	\$ 1,287.02
361	Apr-43	\$ 2,447.22	\$ 138,706.75	\$ 1,160.20	\$ 924.71	\$ 235.49	\$ 1,287.02
362	May-43	\$ 2,447.22	\$ 138,471.26	\$ 1,160.20	\$ 923.14	\$ 237.06	\$ 1,287.02
363	Jun-43	\$ 2,447.22	\$ 138,234.21	\$ 1,160.20	\$ 921.56	\$ 238.64	\$ 1,287.02
364	Jul-43	\$ 2,447.22	\$ 137,995.57	\$ 1,160.20	\$ 919.97	\$ 240.23	\$ 1,287.02
365	Aug-43	\$ 2,447.22	\$ 137,755.34	\$ 1,160.20	\$ 918.37	\$ 241.83	\$ 1,287.02
366	Sep-43	\$ 2,447.22	\$ 137,513.50	\$ 1,160.20	\$ 916.76	\$ 243.44	\$ 1,287.02
367	Oct-43	\$ 2,447.22	\$ 137,270.06	\$ 1,160.20	\$ 915.13	\$ 245.07	\$ 1,287.02
368	Nov-43	\$ 2,814.30	\$ 137,024.99	\$ 1,160.20	\$ 913.50	\$ 246.70	\$ 1,654.10
369	Dec-43	\$ 2,814.30	\$ 136,778.29	\$ 1,160.20	\$ 911.86	\$ 248.35	\$ 1,654.10
370	Jan-44	\$ 2,814.30	\$ 136,529.95	\$ 1,160.20	\$ 910.20	\$ 250.00	\$ 1,654.10
371	Feb-44	\$ 2,814.30	\$ 136,279.95	\$ 1,160.20	\$ 908.53	\$ 251.67	\$ 1,654.10
372	Mar-44	\$ 2,814.30	\$ 136,028.28	\$ 1,160.20	\$ 906.86	\$ 253.35	\$ 1,654.10
373	Apr-44	\$ 2,814.30	\$ 135,774.93	\$ 1,160.20	\$ 905.17	\$ 255.03	\$ 1,654.10
374	May-44	\$ 2,814.30	\$ 135,519.90	\$ 1,160.20	\$ 903.47	\$ 256.73	\$ 1,654.10
375	Jun-44	\$ 2,814.30	\$ 135,263.17	\$ 1,160.20	\$ 901.75	\$ 258.45	\$ 1,654.10
376	Jul-44	\$ 2,814.30	\$ 135,004.72	\$ 1,160.20	\$ 900.03	\$ 260.17	\$ 1,654.10
377	Aug-44	\$ 2,814.30	\$ 134,744.55	\$ 1,160.20	\$ 898.30	\$ 261.90	\$ 1,654.10
378	Sep-44	\$ 2,814.30	\$ 134,482.65	\$ 1,160.20	\$ 896.55	\$ 263.65	\$ 1,654.10
379	Oct-44	\$ 2,814.30	\$ 134,219.00	\$ 1,160.20	\$ 894.79	\$ 265.41	\$ 1,654.10
380	Nov-44	\$ 2,814.30	\$ 133,953.59	\$ 1,160.20	\$ 893.02	\$ 267.18	\$ 1,654.10
381	Dec-44	\$ 2,814.30	\$ 133,686.41	\$ 1,160.20	\$ 891.24	\$ 268.96	\$ 1,654.10
382	Jan-45	\$ 2,814.30	\$ 133,417.46	\$ 1,160.20	\$ 889.45	\$ 270.75	\$ 1,654.10
383	Feb-45	\$ 2,814.30	\$ 133,146.70	\$ 1,160.20	\$ 887.64	\$ 272.56	\$ 1,654.10
384	Mar-45	\$ 2,814.30	\$ 132,874.15	\$ 1,160.20	\$ 885.83	\$ 274.37	\$ 1,654.10
385	Apr-45	\$ 2,814.30	\$ 132,599.78	\$ 1,160.20	\$ 884.00	\$ 276.20	\$ 1,654.10
386	May-45	\$ 2,814.30	\$ 132,323.57	\$ 1,160.20	\$ 882.16	\$ 278.04	\$ 1,654.10
387	Jun-45	\$ 2,814.30	\$ 132,045.53	\$ 1,160.20	\$ 880.30	\$ 279.90	\$ 1,654.10
388	Jul-45	\$ 2,814.30	\$ 131,765.63	\$ 1,160.20	\$ 878.44	\$ 281.76	\$ 1,654.10
389	Aug-45	\$ 2,814.30	\$ 131,483.87	\$ 1,160.20	\$ 876.56	\$ 283.64	\$ 1,654.10
390	Sep-45	\$ 2,814.30	\$ 131,200.23	\$ 1,160.20	\$ 874.67	\$ 285.53	\$ 1,654.10
391	Oct-45	\$ 2,814.30	\$ 130,914.70	\$ 1,160.20	\$ 872.76	\$ 287.44	\$ 1,654.10
392	Nov-45	\$ 2,814.30	\$ 130,627.26	\$ 1,160.20	\$ 870.85	\$ 289.35	\$ 1,654.10
393	Dec-45	\$ 2,814.30	\$ 130,337.91	\$ 1,160.20	\$ 868.92	\$ 291.28	\$ 1,654.10
394	Jan-46	\$ 2,814.30	\$ 130,046.63	\$ 1,160.20	\$ 866.98	\$ 293.22	\$ 1,654.10
395	Feb-46	\$ 2,814.30	\$ 129,753.40	\$ 1,160.20	\$ 865.02	\$ 295.18	\$ 1,654.10
396	Mar-46	\$ 2,814.30	\$ 129,458.23	\$ 1,160.20	\$ 863.05	\$ 297.15	\$ 1,654.10
397	Apr-46	\$ 2,814.30	\$ 129,161.08	\$ 1,160.20	\$ 861.07	\$ 299.13	\$ 1,654.10
398	May-46	\$ 2,814.30	\$ 128,861.95	\$ 1,160.20	\$ 859.08	\$ 301.12	\$ 1,654.10
399	Jun-46	\$ 2,814.30	\$ 128,560.83	\$ 1,160.20	\$ 857.07	\$ 303.13	\$ 1,654.10
400	Jul-46	\$ 2,814.30	\$ 128,257.70	\$ 1,160.20	\$ 855.05	\$ 305.15	\$ 1,654.10
401	Aug-46	\$ 2,814.30	\$ 127,952.56	\$ 1,160.20	\$ 853.02	\$ 307.18	\$ 1,654.10
402	Sep-46	\$ 2,814.30	\$ 127,645.37	\$ 1,160.20	\$ 850.97	\$ 309.23	\$ 1,654.10
403	Oct-46	\$ 2,814.30	\$ 127,336.14	\$ 1,160.20	\$ 848.91	\$ 311.29	\$ 1,654.10
404	Nov-46	\$ 2,814.30	\$ 127,024.85	\$ 1,160.20	\$ 846.83	\$ 313.37	\$ 1,654.10
405	Dec-46	\$ 2,814.30	\$ 126,711.48	\$ 1,160.20	\$ 844.74	\$ 315.46	\$ 1,654.10
406	Jan-47	\$ 2,814.30	\$ 126,396.02	\$ 1,160.20	\$ 842.64	\$ 317.56	\$ 1,654.10
407	Feb-47	\$ 2,814.30	\$ 126,078.46	\$ 1,160.20	\$ 840.52	\$ 319.68	\$ 1,654.10
408	Mar-47	\$ 2,814.30	\$ 125,758.78	\$ 1,160.20	\$ 838.39	\$ 321.81	\$ 1,654.10
409	Apr-47	\$ 2,814.30	\$ 125,436.98	\$ 1,160.20	\$ 836.25	\$ 323.95	\$ 1,654.10
410	May-47	\$ 2,814.30	\$ 125,113.02	\$ 1,160.20	\$ 834.09	\$ 326.11	\$ 1,654.10
411	Jun-47	\$ 2,814.30	\$ 124,786.91	\$ 1,160.20	\$ 831.91	\$ 328.29	\$ 1,654.10
412	Jul-47	\$ 2,814.30	\$ 124,458.62	\$ 1,160.20	\$ 829.72	\$ 330.48	\$ 1,654.10
413	Aug-47	\$ 2,814.30	\$ 124,128.14	\$ 1,160.20	\$ 827.52	\$ 332.68	\$ 1,654.10
414	Sep-47	\$ 2,814.30	\$ 123,795.46	\$ 1,160.20	\$ 825.30	\$ 334.90	\$ 1,654.10

415	Oct-47	\$ 2,814.30	\$ 123,460.57	\$ 1,160.20	\$ 823.07	\$ 337.13	\$ 1,654.10
416	Nov-47	\$ 2,814.30	\$ 123,123.44	\$ 1,160.20	\$ 820.82	\$ 339.38	\$ 1,654.10
417	Dec-47	\$ 2,814.30	\$ 122,784.06	\$ 1,160.20	\$ 818.56	\$ 341.64	\$ 1,654.10
418	Jan-48	\$ 2,814.30	\$ 122,442.42	\$ 1,160.20	\$ 816.28	\$ 343.92	\$ 1,654.10
419	Feb-48	\$ 2,814.30	\$ 122,098.50	\$ 1,160.20	\$ 813.99	\$ 346.21	\$ 1,654.10
420	Mar-48	\$ 2,814.30	\$ 121,752.29	\$ 1,160.20	\$ 811.68	\$ 348.52	\$ 1,654.10
421	Apr-48	\$ 2,814.30	\$ 121,403.77	\$ 1,160.20	\$ 809.36	\$ 350.84	\$ 1,654.10
422	May-48	\$ 2,814.30	\$ 121,052.93	\$ 1,160.20	\$ 807.02	\$ 353.18	\$ 1,654.10
423	Jun-48	\$ 2,814.30	\$ 120,699.75	\$ 1,160.20	\$ 804.66	\$ 355.54	\$ 1,654.10
424	Jul-48	\$ 2,814.30	\$ 120,344.21	\$ 1,160.20	\$ 802.29	\$ 357.91	\$ 1,654.10
425	Aug-48	\$ 2,814.30	\$ 119,986.31	\$ 1,160.20	\$ 799.91	\$ 360.29	\$ 1,654.10
426	Sep-48	\$ 2,814.30	\$ 119,626.02	\$ 1,160.20	\$ 797.51	\$ 362.69	\$ 1,654.10
427	Oct-48	\$ 2,814.30	\$ 119,263.32	\$ 1,160.20	\$ 795.09	\$ 365.11	\$ 1,654.10
428	Nov-48	\$ 3,236.45	\$ 118,898.21	\$ 1,160.20	\$ 792.65	\$ 367.55	\$ 2,076.25
429	Dec-48	\$ 3,236.45	\$ 118,530.66	\$ 1,160.20	\$ 790.20	\$ 370.00	\$ 2,076.25
430	Jan-49	\$ 3,236.45	\$ 118,160.67	\$ 1,160.20	\$ 787.74	\$ 372.46	\$ 2,076.25
431	Feb-49	\$ 3,236.45	\$ 117,788.20	\$ 1,160.20	\$ 785.25	\$ 374.95	\$ 2,076.25
432	Mar-49	\$ 3,236.45	\$ 117,413.26	\$ 1,160.20	\$ 782.76	\$ 377.45	\$ 2,076.25
433	Apr-49	\$ 3,236.45	\$ 117,035.81	\$ 1,160.20	\$ 780.24	\$ 379.96	\$ 2,076.25
434	May-49	\$ 3,236.45	\$ 116,655.85	\$ 1,160.20	\$ 777.71	\$ 382.49	\$ 2,076.25
435	Jun-49	\$ 3,236.45	\$ 116,273.36	\$ 1,160.20	\$ 775.16	\$ 385.04	\$ 2,076.25
436	Jul-49	\$ 3,236.45	\$ 115,888.31	\$ 1,160.20	\$ 772.59	\$ 387.61	\$ 2,076.25
437	Aug-49	\$ 3,236.45	\$ 115,500.70	\$ 1,160.20	\$ 770.00	\$ 390.20	\$ 2,076.25
438	Sep-49	\$ 3,236.45	\$ 115,110.50	\$ 1,160.20	\$ 767.40	\$ 392.80	\$ 2,076.25
439	Oct-49	\$ 3,236.45	\$ 114,717.71	\$ 1,160.20	\$ 764.78	\$ 395.42	\$ 2,076.25
440	Nov-49	\$ 3,236.45	\$ 114,322.29	\$ 1,160.20	\$ 762.15	\$ 398.05	\$ 2,076.25
441	Dec-49	\$ 3,236.45	\$ 113,924.24	\$ 1,160.20	\$ 759.49	\$ 400.71	\$ 2,076.25
442	Jan-50	\$ 3,236.45	\$ 113,523.53	\$ 1,160.20	\$ 756.82	\$ 403.38	\$ 2,076.25
443	Feb-50	\$ 3,236.45	\$ 113,120.16	\$ 1,160.20	\$ 754.13	\$ 406.07	\$ 2,076.25
444	Mar-50	\$ 3,236.45	\$ 112,714.09	\$ 1,160.20	\$ 751.43	\$ 408.77	\$ 2,076.25
445	Apr-50	\$ 3,236.45	\$ 112,305.32	\$ 1,160.20	\$ 748.70	\$ 411.50	\$ 2,076.25
446	May-50	\$ 3,236.45	\$ 111,893.82	\$ 1,160.20	\$ 745.96	\$ 414.24	\$ 2,076.25
447	Jun-50	\$ 3,236.45	\$ 111,479.58	\$ 1,160.20	\$ 743.20	\$ 417.00	\$ 2,076.25
448	Jul-50	\$ 3,236.45	\$ 111,062.57	\$ 1,160.20	\$ 740.42	\$ 419.78	\$ 2,076.25
449	Aug-50	\$ 3,236.45	\$ 110,642.79	\$ 1,160.20	\$ 737.62	\$ 422.58	\$ 2,076.25
450	Sep-50	\$ 3,236.45	\$ 110,220.21	\$ 1,160.20	\$ 734.80	\$ 425.40	\$ 2,076.25
451	Oct-50	\$ 3,236.45	\$ 109,794.81	\$ 1,160.20	\$ 731.97	\$ 428.24	\$ 2,076.25
452	Nov-50	\$ 3,236.45	\$ 109,366.57	\$ 1,160.20	\$ 729.11	\$ 431.09	\$ 2,076.25
453	Dec-50	\$ 3,236.45	\$ 108,935.48	\$ 1,160.20	\$ 726.24	\$ 433.96	\$ 2,076.25
454	Jan-51	\$ 3,236.45	\$ 108,501.52	\$ 1,160.20	\$ 723.34	\$ 436.86	\$ 2,076.25
455	Feb-51	\$ 3,236.45	\$ 108,064.66	\$ 1,160.20	\$ 720.43	\$ 439.77	\$ 2,076.25
456	Mar-51	\$ 3,236.45	\$ 107,624.89	\$ 1,160.20	\$ 717.50	\$ 442.70	\$ 2,076.25
457	Apr-51	\$ 3,236.45	\$ 107,182.19	\$ 1,160.20	\$ 714.55	\$ 445.65	\$ 2,076.25
458	May-51	\$ 3,236.45	\$ 106,736.54	\$ 1,160.20	\$ 711.58	\$ 448.62	\$ 2,076.25
459	Jun-51	\$ 3,236.45	\$ 106,287.92	\$ 1,160.20	\$ 708.59	\$ 451.61	\$ 2,076.25
460	Jul-51	\$ 3,236.45	\$ 105,836.30	\$ 1,160.20	\$ 705.58	\$ 454.63	\$ 2,076.25
461	Aug-51	\$ 3,236.45	\$ 105,381.68	\$ 1,160.20	\$ 702.54	\$ 457.66	\$ 2,076.25
462	Sep-51	\$ 3,236.45	\$ 104,924.02	\$ 1,160.20	\$ 699.49	\$ 460.71	\$ 2,076.25
463	Oct-51	\$ 3,236.45	\$ 104,463.31	\$ 1,160.20	\$ 696.42	\$ 463.78	\$ 2,076.25
464	Nov-51	\$ 3,236.45	\$ 103,999.53	\$ 1,160.20	\$ 693.33	\$ 466.87	\$ 2,076.25
465	Dec-51	\$ 3,236.45	\$ 103,532.66	\$ 1,160.20	\$ 690.22	\$ 469.98	\$ 2,076.25
466	Jan-52	\$ 3,236.45	\$ 103,062.68	\$ 1,160.20	\$ 687.08	\$ 473.12	\$ 2,076.25
467	Feb-52	\$ 3,236.45	\$ 102,589.57	\$ 1,160.20	\$ 683.93	\$ 476.27	\$ 2,076.25
468	Mar-52	\$ 3,236.45	\$ 102,113.30	\$ 1,160.20	\$ 680.76	\$ 479.45	\$ 2,076.25
469	Apr-52	\$ 3,236.45	\$ 101,633.85	\$ 1,160.20	\$ 677.56	\$ 482.64	\$ 2,076.25
470	May-52	\$ 3,236.45	\$ 101,151.21	\$ 1,160.20	\$ 674.34	\$ 485.86	\$ 2,076.25
471	Jun-52	\$ 3,236.45	\$ 100,665.35	\$ 1,160.20	\$ 671.10	\$ 489.10	\$ 2,076.25
472	Jul-52	\$ 3,236.45	\$ 100,176.25	\$ 1,160.20	\$ 667.84	\$ 492.36	\$ 2,076.25
473	Aug-52	\$ 3,236.45	\$ 99,683.89	\$ 1,160.20	\$ 664.56	\$ 495.64	\$ 2,076.25
474	Sep-52	\$ 3,236.45	\$ 99,188.25	\$ 1,160.20	\$ 661.26	\$ 498.95	\$ 2,076.25
475	Oct-52	\$ 3,236.45	\$ 98,689.31	\$ 1,160.20	\$ 657.93	\$ 502.27	\$ 2,076.25
476	Nov-52	\$ 3,236.45	\$ 98,187.03	\$ 1,160.20	\$ 654.58	\$ 505.62	\$ 2,076.25
477	Dec-52	\$ 3,236.45	\$ 97,681.41	\$ 1,160.20	\$ 651.21	\$ 508.99	\$ 2,076.25
478	Jan-53	\$ 3,236.45	\$ 97,172.42	\$ 1,160.20	\$ 647.82	\$ 512.38	\$ 2,076.25
479	Feb-53	\$ 3,236.45	\$ 96,660.04	\$ 1,160.20	\$ 644.40	\$ 515.80	\$ 2,076.25
480	Mar-53	\$ 3,236.45	\$ 96,144.24	\$ 1,160.20	\$ 640.96	\$ 519.24	\$ 2,076.25
481	Apr-53	\$ 3,236.45	\$ 95,625.00	\$ 1,160.20	\$ 637.50	\$ 522.70	\$ 2,076.25
482	May-53	\$ 3,236.45	\$ 95,102.30	\$ 1,160.20	\$ 634.02	\$ 526.19	\$ 2,076.25
483	Jun-53	\$ 3,236.45	\$ 94,576.11	\$ 1,160.20	\$ 630.51	\$ 529.69	\$ 2,076.25
484	Jul-53	\$ 3,236.45	\$ 94,046.42	\$ 1,160.20	\$ 626.98	\$ 533.22	\$ 2,076.25
485	Aug-53	\$ 3,236.45	\$ 93,513.19	\$ 1,160.20	\$ 623.42	\$ 536.78	\$ 2,076.25

486	Sep-53	\$ 3,236.45	\$ 92,976.42	\$ 1,160.20	\$ 619.84	\$ 540.36	\$ 2,076.25
487	Oct-53	\$ 3,236.45	\$ 92,436.06	\$ 1,160.20	\$ 616.24	\$ 543.96	\$ 2,076.25
488	Nov-53	\$ 3,721.91	\$ 91,892.10	\$ 1,160.20	\$ 612.61	\$ 547.59	\$ 2,561.71
489	Dec-53	\$ 3,721.91	\$ 91,344.51	\$ 1,160.20	\$ 608.96	\$ 551.24	\$ 2,561.71
490	Jan-54	\$ 3,721.91	\$ 90,793.27	\$ 1,160.20	\$ 605.29	\$ 554.91	\$ 2,561.71
491	Feb-54	\$ 3,721.91	\$ 90,238.36	\$ 1,160.20	\$ 601.59	\$ 558.61	\$ 2,561.71
492	Mar-54	\$ 3,721.91	\$ 89,679.75	\$ 1,160.20	\$ 597.87	\$ 562.34	\$ 2,561.71
493	Apr-54	\$ 3,721.91	\$ 89,117.41	\$ 1,160.20	\$ 594.12	\$ 566.08	\$ 2,561.71
494	May-54	\$ 3,721.91	\$ 88,551.33	\$ 1,160.20	\$ 590.34	\$ 569.86	\$ 2,561.71
495	Jun-54	\$ 3,721.91	\$ 87,981.47	\$ 1,160.20	\$ 586.54	\$ 573.66	\$ 2,561.71
496	Jul-54	\$ 3,721.91	\$ 87,407.81	\$ 1,160.20	\$ 582.72	\$ 577.48	\$ 2,561.71
497	Aug-54	\$ 3,721.91	\$ 86,830.33	\$ 1,160.20	\$ 578.87	\$ 581.33	\$ 2,561.71
498	Sep-54	\$ 3,721.91	\$ 86,249.00	\$ 1,160.20	\$ 574.99	\$ 585.21	\$ 2,561.71
499	Oct-54	\$ 3,721.91	\$ 85,663.79	\$ 1,160.20	\$ 571.09	\$ 589.11	\$ 2,561.71
500	Nov-54	\$ 3,721.91	\$ 85,074.68	\$ 1,160.20	\$ 567.16	\$ 593.04	\$ 2,561.71
501	Dec-54	\$ 3,721.91	\$ 84,481.65	\$ 1,160.20	\$ 563.21	\$ 596.99	\$ 2,561.71
502	Jan-55	\$ 3,721.91	\$ 83,884.66	\$ 1,160.20	\$ 559.23	\$ 600.97	\$ 2,561.71
503	Feb-55	\$ 3,721.91	\$ 83,283.69	\$ 1,160.20	\$ 555.22	\$ 604.98	\$ 2,561.71
504	Mar-55	\$ 3,721.91	\$ 82,678.71	\$ 1,160.20	\$ 551.19	\$ 609.01	\$ 2,561.71
505	Apr-55	\$ 3,721.91	\$ 82,069.70	\$ 1,160.20	\$ 547.13	\$ 613.07	\$ 2,561.71
506	May-55	\$ 3,721.91	\$ 81,456.64	\$ 1,160.20	\$ 543.04	\$ 617.16	\$ 2,561.71
507	Jun-55	\$ 3,721.91	\$ 80,839.48	\$ 1,160.20	\$ 538.93	\$ 621.27	\$ 2,561.71
508	Jul-55	\$ 3,721.91	\$ 80,218.21	\$ 1,160.20	\$ 534.79	\$ 625.41	\$ 2,561.71
509	Aug-55	\$ 3,721.91	\$ 79,592.80	\$ 1,160.20	\$ 530.62	\$ 629.58	\$ 2,561.71
510	Sep-55	\$ 3,721.91	\$ 78,963.21	\$ 1,160.20	\$ 526.42	\$ 633.78	\$ 2,561.71
511	Oct-55	\$ 3,721.91	\$ 78,329.44	\$ 1,160.20	\$ 522.20	\$ 638.00	\$ 2,561.71
512	Nov-55	\$ 3,721.91	\$ 77,691.43	\$ 1,160.20	\$ 517.94	\$ 642.26	\$ 2,561.71
513	Dec-55	\$ 3,721.91	\$ 77,049.17	\$ 1,160.20	\$ 513.66	\$ 646.54	\$ 2,561.71
514	Jan-56	\$ 3,721.91	\$ 76,402.63	\$ 1,160.20	\$ 509.35	\$ 650.85	\$ 2,561.71
515	Feb-56	\$ 3,721.91	\$ 75,751.78	\$ 1,160.20	\$ 505.01	\$ 655.19	\$ 2,561.71
516	Mar-56	\$ 3,721.91	\$ 75,096.60	\$ 1,160.20	\$ 500.64	\$ 659.56	\$ 2,561.71
517	Apr-56	\$ 3,721.91	\$ 74,437.04	\$ 1,160.20	\$ 496.25	\$ 663.95	\$ 2,561.71
518	May-56	\$ 3,721.91	\$ 73,773.09	\$ 1,160.20	\$ 491.82	\$ 668.38	\$ 2,561.71
519	Jun-56	\$ 3,721.91	\$ 73,104.71	\$ 1,160.20	\$ 487.36	\$ 672.84	\$ 2,561.71
520	Jul-56	\$ 3,721.91	\$ 72,431.87	\$ 1,160.20	\$ 482.88	\$ 677.32	\$ 2,561.71
521	Aug-56	\$ 3,721.91	\$ 71,754.55	\$ 1,160.20	\$ 478.36	\$ 681.84	\$ 2,561.71
522	Sep-56	\$ 3,721.91	\$ 71,072.71	\$ 1,160.20	\$ 473.82	\$ 686.38	\$ 2,561.71
523	Oct-56	\$ 3,721.91	\$ 70,386.33	\$ 1,160.20	\$ 469.24	\$ 690.96	\$ 2,561.71
524	Nov-56	\$ 3,721.91	\$ 69,695.37	\$ 1,160.20	\$ 464.64	\$ 695.56	\$ 2,561.71
525	Dec-56	\$ 3,721.91	\$ 68,999.81	\$ 1,160.20	\$ 460.00	\$ 700.20	\$ 2,561.71
526	Jan-57	\$ 3,721.91	\$ 68,299.60	\$ 1,160.20	\$ 455.33	\$ 704.87	\$ 2,561.71
527	Feb-57	\$ 3,721.91	\$ 67,594.73	\$ 1,160.20	\$ 450.63	\$ 709.57	\$ 2,561.71
528	Mar-57	\$ 3,721.91	\$ 66,885.16	\$ 1,160.20	\$ 445.90	\$ 714.30	\$ 2,561.71
529	Apr-57	\$ 3,721.91	\$ 66,170.86	\$ 1,160.20	\$ 441.14	\$ 719.06	\$ 2,561.71
530	May-57	\$ 3,721.91	\$ 65,451.80	\$ 1,160.20	\$ 436.35	\$ 723.86	\$ 2,561.71
531	Jun-57	\$ 3,721.91	\$ 64,727.95	\$ 1,160.20	\$ 431.52	\$ 728.68	\$ 2,561.71
532	Jul-57	\$ 3,721.91	\$ 63,999.27	\$ 1,160.20	\$ 426.66	\$ 733.54	\$ 2,561.71
533	Aug-57	\$ 3,721.91	\$ 63,265.73	\$ 1,160.20	\$ 421.77	\$ 738.43	\$ 2,561.71
534	Sep-57	\$ 3,721.91	\$ 62,527.30	\$ 1,160.20	\$ 416.85	\$ 743.35	\$ 2,561.71
535	Oct-57	\$ 3,721.91	\$ 61,783.95	\$ 1,160.20	\$ 411.89	\$ 748.31	\$ 2,561.71
536	Nov-57	\$ 3,721.91	\$ 61,035.64	\$ 1,160.20	\$ 406.90	\$ 753.30	\$ 2,561.71
537	Dec-57	\$ 3,721.91	\$ 60,282.34	\$ 1,160.20	\$ 401.88	\$ 758.32	\$ 2,561.71
538	Jan-58	\$ 3,721.91	\$ 59,524.03	\$ 1,160.20	\$ 396.83	\$ 763.37	\$ 2,561.71
539	Feb-58	\$ 3,721.91	\$ 58,760.65	\$ 1,160.20	\$ 391.74	\$ 768.46	\$ 2,561.71
540	Mar-58	\$ 3,721.91	\$ 57,992.19	\$ 1,160.20	\$ 386.61	\$ 773.59	\$ 2,561.71
541	Apr-58	\$ 3,721.91	\$ 57,218.60	\$ 1,160.20	\$ 381.46	\$ 778.74	\$ 2,561.71
542	May-58	\$ 3,721.91	\$ 56,439.86	\$ 1,160.20	\$ 376.27	\$ 783.93	\$ 2,561.71
543	Jun-58	\$ 3,721.91	\$ 55,655.92	\$ 1,160.20	\$ 371.04	\$ 789.16	\$ 2,561.71
544	Jul-58	\$ 3,721.91	\$ 54,866.76	\$ 1,160.20	\$ 365.78	\$ 794.42	\$ 2,561.71
545	Aug-58	\$ 3,721.91	\$ 54,072.34	\$ 1,160.20	\$ 360.48	\$ 799.72	\$ 2,561.71
546	Sep-58	\$ 3,721.91	\$ 53,272.62	\$ 1,160.20	\$ 355.15	\$ 805.05	\$ 2,561.71
547	Oct-58	\$ 3,721.91	\$ 52,467.57	\$ 1,160.20	\$ 349.78	\$ 810.42	\$ 2,561.71
548	Nov-58	\$ 4,280.20	\$ 51,657.16	\$ 1,160.20	\$ 344.38	\$ 815.82	\$ 3,120.00
549	Dec-58	\$ 4,280.20	\$ 50,841.34	\$ 1,160.20	\$ 338.94	\$ 821.26	\$ 3,120.00
550	Jan-59	\$ 4,280.20	\$ 50,020.08	\$ 1,160.20	\$ 333.47	\$ 826.73	\$ 3,120.00
551	Feb-59	\$ 4,280.20	\$ 49,193.35	\$ 1,160.20	\$ 327.96	\$ 832.24	\$ 3,120.00
552	Mar-59	\$ 4,280.20	\$ 48,361.10	\$ 1,160.20	\$ 322.41	\$ 837.79	\$ 3,120.00
553	Apr-59	\$ 4,280.20	\$ 47,523.31	\$ 1,160.20	\$ 316.82	\$ 843.38	\$ 3,120.00
554	May-59	\$ 4,280.20	\$ 46,679.93	\$ 1,160.20	\$ 311.20	\$ 849.00	\$ 3,120.00
555	Jun-59	\$ 4,280.20	\$ 45,830.93	\$ 1,160.20	\$ 305.54	\$ 854.66	\$ 3,120.00
556	Jul-59	\$ 4,280.20	\$ 44,976.27	\$ 1,160.20	\$ 299.84	\$ 860.36	\$ 3,120.00

557	Aug-59	\$ 4,280.20	\$ 44,115.91	\$ 1,160.20	\$ 294.11	\$ 866.09	\$ 3,120.00
558	Sep-59	\$ 4,280.20	\$ 43,249.81	\$ 1,160.20	\$ 288.33	\$ 871.87	\$ 3,120.00
559	Oct-59	\$ 4,280.20	\$ 42,377.95	\$ 1,160.20	\$ 282.52	\$ 877.68	\$ 3,120.00
560	Nov-59	\$ 4,280.20	\$ 41,500.26	\$ 1,160.20	\$ 276.67	\$ 883.53	\$ 3,120.00
561	Dec-59	\$ 4,280.20	\$ 40,616.73	\$ 1,160.20	\$ 270.78	\$ 889.42	\$ 3,120.00
562	Jan-60	\$ 4,280.20	\$ 39,727.31	\$ 1,160.20	\$ 264.85	\$ 895.35	\$ 3,120.00
563	Feb-60	\$ 4,280.20	\$ 38,831.96	\$ 1,160.20	\$ 258.88	\$ 901.32	\$ 3,120.00
564	Mar-60	\$ 4,280.20	\$ 37,930.64	\$ 1,160.20	\$ 252.87	\$ 907.33	\$ 3,120.00
565	Apr-60	\$ 4,280.20	\$ 37,023.31	\$ 1,160.20	\$ 246.82	\$ 913.38	\$ 3,120.00
566	May-60	\$ 4,280.20	\$ 36,109.93	\$ 1,160.20	\$ 240.73	\$ 919.47	\$ 3,120.00
567	Jun-60	\$ 4,280.20	\$ 35,190.46	\$ 1,160.20	\$ 234.60	\$ 925.60	\$ 3,120.00
568	Jul-60	\$ 4,280.20	\$ 34,264.86	\$ 1,160.20	\$ 228.43	\$ 931.77	\$ 3,120.00
569	Aug-60	\$ 4,280.20	\$ 33,333.10	\$ 1,160.20	\$ 222.22	\$ 937.98	\$ 3,120.00
570	Sep-60	\$ 4,280.20	\$ 32,395.12	\$ 1,160.20	\$ 215.97	\$ 944.23	\$ 3,120.00
571	Oct-60	\$ 4,280.20	\$ 31,450.88	\$ 1,160.20	\$ 209.67	\$ 950.53	\$ 3,120.00
572	Nov-60	\$ 4,280.20	\$ 30,500.35	\$ 1,160.20	\$ 203.34	\$ 956.86	\$ 3,120.00
573	Dec-60	\$ 4,280.20	\$ 29,543.49	\$ 1,160.20	\$ 196.96	\$ 963.24	\$ 3,120.00
574	Jan-61	\$ 4,280.20	\$ 28,580.25	\$ 1,160.20	\$ 190.53	\$ 969.67	\$ 3,120.00
575	Feb-61	\$ 4,280.20	\$ 27,610.58	\$ 1,160.20	\$ 184.07	\$ 976.13	\$ 3,120.00
576	Mar-61	\$ 4,280.20	\$ 26,634.45	\$ 1,160.20	\$ 177.56	\$ 982.64	\$ 3,120.00
577	Apr-61	\$ 4,280.20	\$ 25,651.81	\$ 1,160.20	\$ 171.01	\$ 989.19	\$ 3,120.00
578	May-61	\$ 4,280.20	\$ 24,662.62	\$ 1,160.20	\$ 164.42	\$ 995.78	\$ 3,120.00
579	Jun-61	\$ 4,280.20	\$ 23,666.84	\$ 1,160.20	\$ 157.78	\$ 1,002.42	\$ 3,120.00
580	Jul-61	\$ 4,280.20	\$ 22,664.42	\$ 1,160.20	\$ 151.10	\$ 1,009.10	\$ 3,120.00
581	Aug-61	\$ 4,280.20	\$ 21,655.31	\$ 1,160.20	\$ 144.37	\$ 1,015.83	\$ 3,120.00
582	Sep-61	\$ 4,280.20	\$ 20,639.48	\$ 1,160.20	\$ 137.60	\$ 1,022.60	\$ 3,120.00
583	Oct-61	\$ 4,280.20	\$ 19,616.88	\$ 1,160.20	\$ 130.78	\$ 1,029.42	\$ 3,120.00
584	Nov-61	\$ 4,280.20	\$ 18,587.46	\$ 1,160.20	\$ 123.92	\$ 1,036.28	\$ 3,120.00
585	Dec-61	\$ 4,280.20	\$ 17,551.17	\$ 1,160.20	\$ 117.01	\$ 1,043.19	\$ 3,120.00
586	Jan-62	\$ 4,280.20	\$ 16,507.98	\$ 1,160.20	\$ 110.05	\$ 1,050.15	\$ 3,120.00
587	Feb-62	\$ 4,280.20	\$ 15,457.83	\$ 1,160.20	\$ 103.05	\$ 1,057.15	\$ 3,120.00
588	Mar-62	\$ 4,280.20	\$ 14,400.69	\$ 1,160.20	\$ 96.00	\$ 1,064.20	\$ 3,120.00
589	Apr-62	\$ 4,280.20	\$ 13,336.49	\$ 1,160.20	\$ 88.91	\$ 1,071.29	\$ 3,120.00
590	May-62	\$ 4,280.20	\$ 12,265.20	\$ 1,160.20	\$ 81.77	\$ 1,078.43	\$ 3,120.00
591	Jun-62	\$ 4,280.20	\$ 11,186.77	\$ 1,160.20	\$ 74.58	\$ 1,085.62	\$ 3,120.00
592	Jul-62	\$ 4,280.20	\$ 10,101.14	\$ 1,160.20	\$ 67.34	\$ 1,092.86	\$ 3,120.00
593	Aug-62	\$ 4,280.20	\$ 9,008.28	\$ 1,160.20	\$ 60.06	\$ 1,100.15	\$ 3,120.00
594	Sep-62	\$ 4,280.20	\$ 7,908.14	\$ 1,160.20	\$ 52.72	\$ 1,107.48	\$ 3,120.00
595	Oct-62	\$ 4,280.20	\$ 6,800.66	\$ 1,160.20	\$ 45.34	\$ 1,114.86	\$ 3,120.00
596	Nov-62	\$ 4,280.20	\$ 5,685.80	\$ 1,160.20	\$ 37.91	\$ 1,122.30	\$ 3,120.00
597	Dec-62	\$ 4,280.20	\$ 4,563.50	\$ 1,160.20	\$ 30.42	\$ 1,129.78	\$ 3,120.00
598	Jan-63	\$ 4,280.20	\$ 3,433.72	\$ 1,160.20	\$ 22.89	\$ 1,137.31	\$ 3,120.00
599	Feb-63	\$ 4,280.20	\$ 2,296.41	\$ 1,160.20	\$ 15.31	\$ 1,144.89	\$ 3,120.00
600	Mar-63	\$ 4,280.20	\$ 1,151.52	\$ 1,160.20	\$ 7.68	\$ 1,152.52	\$ 3,120.00



Fort Wayne -- Assignment of Lease Rents and Successor Lease Rents -- Coldwater\_USC

		Cash	Outstanding	8.00%	Stated	Principal	OID
		Flow	Prinicipal	Debt	Interest	Component	Amortization
				Service			
0	Mar-13	(364,200)					
1	Apr-13	\$ 2,255.86	\$ 364,200.00	\$ 2,473.92	\$ 2,428.00	\$ 45.92	\$ (218.06)
2	May-13	\$ 2,255.86	\$ 364,154.08	\$ 2,473.92	\$ 2,427.69	\$ 46.22	\$ (218.06)
3	Jun-13	\$ 2,255.86	\$ 364,107.86	\$ 2,473.92	\$ 2,427.39	\$ 46.53	\$ (218.06)
4	Jul-13	\$ 2,255.86	\$ 364,061.33	\$ 2,473.92	\$ 2,427.08	\$ 46.84	\$ (218.06)
5	Aug-13	\$ 2,255.86	\$ 364,014.49	\$ 2,473.92	\$ 2,426.76	\$ 47.15	\$ (218.06)
6	Sep-13	\$ 2,255.86	\$ 363,967.33	\$ 2,473.92	\$ 2,426.45	\$ 47.47	\$ (218.06)
7	Oct-13	\$ 2,255.86	\$ 363,919.87	\$ 2,473.92	\$ 2,426.13	\$ 47.78	\$ (218.06)
8	Nov-13	\$ 2,255.86	\$ 363,872.08	\$ 2,473.92	\$ 2,425.81	\$ 48.10	\$ (218.06)
9	Dec-13	\$ 2,255.86	\$ 363,823.98	\$ 2,473.92	\$ 2,425.49	\$ 48.42	\$ (218.06)
10	Jan-14	\$ 2,323.54	\$ 363,775.55	\$ 2,473.92	\$ 2,425.17	\$ 48.75	\$ (150.38)
11	Feb-14	\$ 2,323.54	\$ 363,726.81	\$ 2,473.92	\$ 2,424.85	\$ 49.07	\$ (150.38)
12	Mar-14	\$ 2,323.54	\$ 363,677.74	\$ 2,473.92	\$ 2,424.52	\$ 49.40	\$ (150.38)
13	Apr-14	\$ 2,323.54	\$ 363,628.34	\$ 2,473.92	\$ 2,424.19	\$ 49.73	\$ (150.38)
14	May-14	\$ 2,323.54	\$ 363,578.61	\$ 2,473.92	\$ 2,423.86	\$ 50.06	\$ (150.38)
15	Jun-14	\$ 2,323.54	\$ 363,528.55	\$ 2,473.92	\$ 2,423.52	\$ 50.39	\$ (150.38)
16	Jul-14	\$ 2,323.54	\$ 363,478.16	\$ 2,473.92	\$ 2,423.19	\$ 50.73	\$ (150.38)
17	Aug-14	\$ 2,323.54	\$ 363,427.43	\$ 2,473.92	\$ 2,422.85	\$ 51.07	\$ (150.38)
18	Sep-14	\$ 2,323.54	\$ 363,376.36	\$ 2,473.92	\$ 2,422.51	\$ 51.41	\$ (150.38)
19	Oct-14	\$ 2,323.54	\$ 363,324.95	\$ 2,473.92	\$ 2,422.17	\$ 51.75	\$ (150.38)
20	Nov-14	\$ 2,323.54	\$ 363,273.20	\$ 2,473.92	\$ 2,421.82	\$ 52.10	\$ (150.38)
21	Dec-14	\$ 2,323.54	\$ 363,221.11	\$ 2,473.92	\$ 2,421.47	\$ 52.44	\$ (150.38)
22	Jan-15	\$ 2,393.24	\$ 363,168.66	\$ 2,473.92	\$ 2,421.12	\$ 52.79	\$ (80.68)
23	Feb-15	\$ 2,393.24	\$ 363,115.87	\$ 2,473.92	\$ 2,420.77	\$ 53.14	\$ (80.68)
24	Mar-15	\$ 2,393.24	\$ 363,062.72	\$ 2,473.92	\$ 2,420.42	\$ 53.50	\$ (80.68)
25	Apr-15	\$ 2,393.24	\$ 363,009.23	\$ 2,473.92	\$ 2,420.06	\$ 53.86	\$ (80.68)
26	May-15	\$ 2,393.24	\$ 362,955.37	\$ 2,473.92	\$ 2,419.70	\$ 54.21	\$ (80.68)
27	Jun-15	\$ 2,393.24	\$ 362,901.16	\$ 2,473.92	\$ 2,419.34	\$ 54.58	\$ (80.68)
28	Jul-15	\$ 2,393.24	\$ 362,846.58	\$ 2,473.92	\$ 2,418.98	\$ 54.94	\$ (80.68)
29	Aug-15	\$ 2,393.24	\$ 362,791.64	\$ 2,473.92	\$ 2,418.61	\$ 55.31	\$ (80.68)
30	Sep-15	\$ 2,393.24	\$ 362,736.33	\$ 2,473.92	\$ 2,418.24	\$ 55.67	\$ (80.68)
31	Oct-15	\$ 2,393.24	\$ 362,680.66	\$ 2,473.92	\$ 2,417.87	\$ 56.05	\$ (80.68)
32	Nov-15	\$ 2,393.24	\$ 362,624.61	\$ 2,473.92	\$ 2,417.50	\$ 56.42	\$ (80.68)
33	Dec-15	\$ 2,393.24	\$ 362,568.19	\$ 2,473.92	\$ 2,417.12	\$ 56.80	\$ (80.68)
34	Jan-16	\$ 2,465.04	\$ 362,511.40	\$ 2,473.92	\$ 2,416.74	\$ 57.17	\$ (8.88)
35	Feb-16	\$ 2,465.04	\$ 362,454.22	\$ 2,473.92	\$ 2,416.36	\$ 57.56	\$ (8.88)
36	Mar-16	\$ 2,465.04	\$ 362,396.67	\$ 2,473.92	\$ 2,415.98	\$ 57.94	\$ (8.88)
37	Apr-16	\$ 2,465.04	\$ 362,338.73	\$ 2,473.92	\$ 2,415.59	\$ 58.33	\$ (8.88)
38	May-16	\$ 2,465.04	\$ 362,280.40	\$ 2,473.92	\$ 2,415.20	\$ 58.71	\$ (8.88)
39	Jun-16	\$ 2,465.04	\$ 362,221.69	\$ 2,473.92	\$ 2,414.81	\$ 59.11	\$ (8.88)
40	Jul-16	\$ 2,465.04	\$ 362,162.58	\$ 2,473.92	\$ 2,414.42	\$ 59.50	\$ (8.88)
41	Aug-16	\$ 2,465.04	\$ 362,103.08	\$ 2,473.92	\$ 2,414.02	\$ 59.90	\$ (8.88)
42	Sep-16	\$ 2,465.04	\$ 362,043.19	\$ 2,473.92	\$ 2,413.62	\$ 60.30	\$ (8.88)
43	Oct-16	\$ 2,465.04	\$ 361,982.89	\$ 2,473.92	\$ 2,413.22	\$ 60.70	\$ (8.88)
44	Nov-16	\$ 2,465.04	\$ 361,922.19	\$ 2,473.92	\$ 2,412.81	\$ 61.10	\$ (8.88)
45	Dec-16	\$ 2,465.04	\$ 361,861.09	\$ 2,473.92	\$ 2,412.41	\$ 61.51	\$ (8.88)
46	Jan-17	\$ 2,538.99	\$ 361,799.58	\$ 2,473.92	\$ 2,412.00	\$ 61.92	\$ 65.07
47	Feb-17	\$ 2,538.99	\$ 361,737.66	\$ 2,473.92	\$ 2,411.58	\$ 62.33	\$ 65.07
48	Mar-17	\$ 2,538.99	\$ 361,675.33	\$ 2,473.92	\$ 2,411.17	\$ 62.75	\$ 65.07
49	Apr-17	\$ 2,538.99	\$ 361,612.58	\$ 2,473.92	\$ 2,410.75	\$ 63.17	\$ 65.07
50	May-17	\$ 2,538.99	\$ 361,549.42	\$ 2,473.92	\$ 2,410.33	\$ 63.59	\$ 65.07

51	Jun-17	\$ 2,538.99	\$ 361,485.83	\$ 2,473.92	\$ 2,409.91	\$ 64.01	\$ 65.07
52	Jul-17	\$ 2,538.99	\$ 361,421.82	\$ 2,473.92	\$ 2,409.48	\$ 64.44	\$ 65.07
53	Aug-17	\$ 2,538.99	\$ 361,357.38	\$ 2,473.92	\$ 2,409.05	\$ 64.87	\$ 65.07
54	Sep-17	\$ 2,538.99	\$ 361,292.51	\$ 2,473.92	\$ 2,408.62	\$ 65.30	\$ 65.07
55	Oct-17	\$ 2,538.99	\$ 361,227.21	\$ 2,473.92	\$ 2,408.18	\$ 65.74	\$ 65.07
56	Nov-17	\$ 2,538.99	\$ 361,161.47	\$ 2,473.92	\$ 2,407.74	\$ 66.17	\$ 65.07
57	Dec-17	\$ 2,538.99	\$ 361,095.30	\$ 2,473.92	\$ 2,407.30	\$ 66.61	\$ 65.07
58	Jan-18	\$ 2,615.16	\$ 361,028.69	\$ 2,473.92	\$ 2,406.86	\$ 67.06	\$ 141.24
59	Feb-18	\$ 2,615.16	\$ 360,961.63	\$ 2,473.92	\$ 2,406.41	\$ 67.51	\$ 141.24
60	Mar-18	\$ 2,615.16	\$ 360,894.12	\$ 2,473.92	\$ 2,405.96	\$ 67.96	\$ 141.24
61	Apr-18	\$ 2,615.16	\$ 360,826.16	\$ 2,473.92	\$ 2,405.51	\$ 68.41	\$ 141.24
62	May-18	\$ 2,615.16	\$ 360,757.76	\$ 2,473.92	\$ 2,405.05	\$ 68.87	\$ 141.24
63	Jun-18	\$ 2,615.16	\$ 360,688.89	\$ 2,473.92	\$ 2,404.59	\$ 69.32	\$ 141.24
64	Jul-18	\$ 2,615.16	\$ 360,619.57	\$ 2,473.92	\$ 2,404.13	\$ 69.79	\$ 141.24
65	Aug-18	\$ 2,615.16	\$ 360,549.78	\$ 2,473.92	\$ 2,403.67	\$ 70.25	\$ 141.24
66	Sep-18	\$ 2,615.16	\$ 360,479.53	\$ 2,473.92	\$ 2,403.20	\$ 70.72	\$ 141.24
67	Oct-18	\$ 2,615.16	\$ 360,408.81	\$ 2,473.92	\$ 2,402.73	\$ 71.19	\$ 141.24
68	Nov-18	\$ 2,615.16	\$ 360,337.62	\$ 2,473.92	\$ 2,402.25	\$ 71.67	\$ 141.24
69	Dec-18	\$ 2,615.16	\$ 360,265.95	\$ 2,473.92	\$ 2,401.77	\$ 72.14	\$ 141.24
70	Jan-19	\$ 2,693.61	\$ 360,193.81	\$ 2,473.92	\$ 2,401.29	\$ 72.62	\$ 219.70
71	Feb-19	\$ 2,693.61	\$ 360,121.18	\$ 2,473.92	\$ 2,400.81	\$ 73.11	\$ 219.70
72	Mar-19	\$ 2,693.61	\$ 360,048.07	\$ 2,473.92	\$ 2,400.32	\$ 73.60	\$ 219.70
73	Apr-19	\$ 2,693.61	\$ 359,974.47	\$ 2,473.92	\$ 2,399.83	\$ 74.09	\$ 219.70
74	May-19	\$ 2,693.61	\$ 359,900.39	\$ 2,473.92	\$ 2,399.34	\$ 74.58	\$ 219.70
75	Jun-19	\$ 2,693.61	\$ 359,825.81	\$ 2,473.92	\$ 2,398.84	\$ 75.08	\$ 219.70
76	Jul-19	\$ 2,693.61	\$ 359,750.73	\$ 2,473.92	\$ 2,398.34	\$ 75.58	\$ 219.70
77	Aug-19	\$ 2,693.61	\$ 359,675.15	\$ 2,473.92	\$ 2,397.83	\$ 76.08	\$ 219.70
78	Sep-19	\$ 2,693.61	\$ 359,599.07	\$ 2,473.92	\$ 2,397.33	\$ 76.59	\$ 219.70
79	Oct-19	\$ 2,693.61	\$ 359,522.48	\$ 2,473.92	\$ 2,396.82	\$ 77.10	\$ 219.70
80	Nov-19	\$ 2,693.61	\$ 359,445.38	\$ 2,473.92	\$ 2,396.30	\$ 77.61	\$ 219.70
81	Dec-19	\$ 2,693.61	\$ 359,367.76	\$ 2,473.92	\$ 2,395.79	\$ 78.13	\$ 219.70
82	Jan-20	\$ 2,774.42	\$ 359,289.63	\$ 2,473.92	\$ 2,395.26	\$ 78.65	\$ 300.51
83	Feb-20	\$ 2,774.42	\$ 359,210.98	\$ 2,473.92	\$ 2,394.74	\$ 79.18	\$ 300.51
84	Mar-20	\$ 2,774.42	\$ 359,131.80	\$ 2,473.92	\$ 2,394.21	\$ 79.70	\$ 300.51
85	Apr-20	\$ 2,774.42	\$ 359,052.10	\$ 2,473.92	\$ 2,393.68	\$ 80.24	\$ 300.51
86	May-20	\$ 2,774.42	\$ 358,971.86	\$ 2,473.92	\$ 2,393.15	\$ 80.77	\$ 300.51
87	Jun-20	\$ 2,774.42	\$ 358,891.09	\$ 2,473.92	\$ 2,392.61	\$ 81.31	\$ 300.51
88	Jul-20	\$ 2,774.42	\$ 358,809.78	\$ 2,473.92	\$ 2,392.07	\$ 81.85	\$ 300.51
89	Aug-20	\$ 2,774.42	\$ 358,727.93	\$ 2,473.92	\$ 2,391.52	\$ 82.40	\$ 300.51
90	Sep-20	\$ 2,774.42	\$ 358,645.53	\$ 2,473.92	\$ 2,390.97	\$ 82.95	\$ 300.51
91	Oct-20	\$ 2,774.42	\$ 358,562.58	\$ 2,473.92	\$ 2,390.42	\$ 83.50	\$ 300.51
92	Nov-20	\$ 2,774.42	\$ 358,479.08	\$ 2,473.92	\$ 2,389.86	\$ 84.06	\$ 300.51
93	Dec-20	\$ 2,774.42	\$ 358,395.03	\$ 2,473.92	\$ 2,389.30	\$ 84.62	\$ 300.51
94	Jan-21	\$ 2,857.66	\$ 358,310.41	\$ 2,473.92	\$ 2,388.74	\$ 85.18	\$ 383.74
95	Feb-21	\$ 2,857.66	\$ 358,225.23	\$ 2,473.92	\$ 2,388.17	\$ 85.75	\$ 383.74
96	Mar-21	\$ 2,857.66	\$ 358,139.48	\$ 2,473.92	\$ 2,387.60	\$ 86.32	\$ 383.74
97	Apr-21	\$ 2,857.66	\$ 358,053.16	\$ 2,473.92	\$ 2,387.02	\$ 86.90	\$ 383.74
98	May-21	\$ 2,857.66	\$ 357,966.26	\$ 2,473.92	\$ 2,386.44	\$ 87.48	\$ 383.74
99	Jun-21	\$ 2,857.66	\$ 357,878.79	\$ 2,473.92	\$ 2,385.86	\$ 88.06	\$ 383.74
100	Jul-21	\$ 2,857.66	\$ 357,790.73	\$ 2,473.92	\$ 2,385.27	\$ 88.65	\$ 383.74
101	Aug-21	\$ 2,857.66	\$ 357,702.08	\$ 2,473.92	\$ 2,384.68	\$ 89.24	\$ 383.74
102	Sep-21	\$ 2,857.66	\$ 357,612.85	\$ 2,473.92	\$ 2,384.09	\$ 89.83	\$ 383.74
103	Oct-21	\$ 2,857.66	\$ 357,523.02	\$ 2,473.92	\$ 2,383.49	\$ 90.43	\$ 383.74
104	Nov-21	\$ 2,857.66	\$ 357,432.59	\$ 2,473.92	\$ 2,382.88	\$ 91.03	\$ 383.74
105	Dec-21	\$ 2,857.66	\$ 357,341.55	\$ 2,473.92	\$ 2,382.28	\$ 91.64	\$ 383.74
106	Jan-22	\$ 2,943.39	\$ 357,249.91	\$ 2,473.92	\$ 2,381.67	\$ 92.25	\$ 469.47
107	Feb-22	\$ 2,943.39	\$ 357,157.66	\$ 2,473.92	\$ 2,381.05	\$ 92.87	\$ 469.47
108	Mar-22	\$ 2,943.39	\$ 357,064.80	\$ 2,473.92	\$ 2,380.43	\$ 93.49	\$ 469.47
109	Apr-22	\$ 2,943.39	\$ 356,971.31	\$ 2,473.92	\$ 2,379.81	\$ 94.11	\$ 469.47
110	May-22	\$ 2,943.39	\$ 356,877.20	\$ 2,473.92	\$ 2,379.18	\$ 94.74	\$ 469.47
111	Jun-22	\$ 2,943.39	\$ 356,782.47	\$ 2,473.92	\$ 2,378.55	\$ 95.37	\$ 469.47
112	Jul-22	\$ 2,943.39	\$ 356,687.10	\$ 2,473.92	\$ 2,377.91	\$ 96.00	\$ 469.47

113	Aug-22	\$	2,943.39	\$	356,591.10	\$	2,473.92	\$	2,377.27	\$	96.64	\$	469.47
114	Sep-22	\$	2,943.39	\$	356,494.45	\$	2,473.92	\$	2,376.63	\$	97.29	\$	469.47
115	Oct-22	\$	2,943.39	\$	356,397.17	\$	2,473.92	\$	2,375.98	\$	97.94	\$	469.47
116	Nov-22	\$	2,943.39	\$	356,299.23	\$	2,473.92	\$	2,375.33	\$	98.59	\$	469.47
117	Dec-22	\$	2,943.39	\$	356,200.64	\$	2,473.92	\$	2,374.67	\$	99.25	\$	469.47
118	Jan-23	\$	3,031.69	\$	356,101.40	\$	2,473.92	\$	2,374.01	\$	99.91	\$	557.77
119	Feb-23	\$	3,031.69	\$	356,001.49	\$	2,473.92	\$	2,373.34	\$	100.57	\$	557.77
120	Mar-23	\$	3,031.69	\$	355,900.91	\$	2,473.92	\$	2,372.67	\$	101.24	\$	557.77
121	Apr-23	\$	3,031.69	\$	355,799.67	\$	2,473.92	\$	2,372.00	\$	101.92	\$	557.77
122	May-23	\$	3,031.69	\$	355,697.75	\$	2,473.92	\$	2,371.32	\$	102.60	\$	557.77
123	Jun-23	\$	3,031.69	\$	355,595.15	\$	2,473.92	\$	2,370.63	\$	103.28	\$	557.77
124	Jul-23	\$	3,031.69	\$	355,491.87	\$	2,473.92	\$	2,369.95	\$	103.97	\$	557.77
125	Aug-23	\$	3,031.69	\$	355,387.90	\$	2,473.92	\$	2,369.25	\$	104.66	\$	557.77
126	Sep-23	\$	3,031.69	\$	355,283.23	\$	2,473.92	\$	2,368.55	\$	105.36	\$	557.77
127	Oct-23	\$	3,031.69	\$	355,177.87	\$	2,473.92	\$	2,367.85	\$	106.06	\$	557.77
128	Nov-23	\$	3,031.69	\$	355,071.81	\$	2,473.92	\$	2,367.15	\$	106.77	\$	557.77
129	Dec-23	\$	3,031.69	\$	354,965.04	\$	2,473.92	\$	2,366.43	\$	107.48	\$	557.77
130	Jan-24	\$	3,122.64	\$	354,857.55	\$	2,473.92	\$	2,365.72	\$	108.20	\$	648.72
131	Feb-24	\$	3,122.64	\$	354,749.35	\$	2,473.92	\$	2,365.00	\$	108.92	\$	648.72
132	Mar-24	\$	3,122.64	\$	354,640.43	\$	2,473.92	\$	2,364.27	\$	109.65	\$	648.72
133	Apr-24	\$	3,122.64	\$	354,530.78	\$	2,473.92	\$	2,363.54	\$	110.38	\$	648.72
134	May-24	\$	3,122.64	\$	354,420.41	\$	2,473.92	\$	2,362.80	\$	111.11	\$	648.72
135	Jun-24	\$	3,122.64	\$	354,309.29	\$	2,473.92	\$	2,362.06	\$	111.86	\$	648.72
136	Jul-24	\$	3,122.64	\$	354,197.44	\$	2,473.92	\$	2,361.32	\$	112.60	\$	648.72
137	Aug-24	\$	3,122.64	\$	354,084.84	\$	2,473.92	\$	2,360.57	\$	113.35	\$	648.72
138	Sep-24	\$	3,122.64	\$	353,971.48	\$	2,473.92	\$	2,359.81	\$	114.11	\$	648.72
139	Oct-24	\$	3,122.64	\$	353,857.38	\$	2,473.92	\$	2,359.05	\$	114.87	\$	648.72
140	Nov-24	\$	3,122.64	\$	353,742.51	\$	2,473.92	\$	2,358.28	\$	115.63	\$	648.72
141	Dec-24	\$	3,122.64	\$	353,626.88	\$	2,473.92	\$	2,357.51	\$	116.40	\$	648.72
142	Jan-25	\$	3,216.32	\$	353,510.47	\$	2,473.92	\$	2,356.74	\$	117.18	\$	742.40
143	Feb-25	\$	3,216.32	\$	353,393.29	\$	2,473.92	\$	2,355.96	\$	117.96	\$	742.40
144	Mar-25	\$	3,216.32	\$	353,275.33	\$	2,473.92	\$	2,355.17	\$	118.75	\$	742.40
145	Apr-25	\$	3,216.32	\$	353,156.58	\$	2,473.92	\$	2,354.38	\$	119.54	\$	742.40
146	May-25	\$	3,216.32	\$	353,037.04	\$	2,473.92	\$	2,353.58	\$	120.34	\$	742.40
147	Jun-25	\$	3,216.32	\$	352,916.70	\$	2,473.92	\$	2,352.78	\$	121.14	\$	742.40
148	Jul-25	\$	3,216.32	\$	352,795.56	\$	2,473.92	\$	2,351.97	\$	121.95	\$	742.40
149	Aug-25	\$	3,216.32	\$	352,673.62	\$	2,473.92	\$	2,351.16	\$	122.76	\$	742.40
150	Sep-25	\$	3,216.32	\$	352,550.86	\$	2,473.92	\$	2,350.34	\$	123.58	\$	742.40
151	Oct-25	\$	3,216.32	\$	352,427.28	\$	2,473.92	\$	2,349.52	\$	124.40	\$	742.40
152	Nov-25	\$	3,216.32	\$	352,302.88	\$	2,473.92	\$	2,348.69	\$	125.23	\$	742.40
153	Dec-25	\$	3,216.32	\$	352,177.65	\$	2,473.92	\$	2,347.85	\$	126.07	\$	742.40
154	Jan-26	\$	3,312.81	\$	352,051.58	\$	2,473.92	\$	2,347.01	\$	126.91	\$	838.89
155	Feb-26	\$	3,312.81	\$	351,924.68	\$	2,473.92	\$	2,346.16	\$	127.75	\$	838.89
156	Mar-26	\$	3,312.81	\$	351,796.92	\$	2,473.92	\$	2,345.31	\$	128.60	\$	838.89
157	Apr-26	\$	3,312.81	\$	351,668.32	\$	2,473.92	\$	2,344.46	\$	129.46	\$	838.89
158	May-26	\$	3,312.81	\$	351,538.86	\$	2,473.92	\$	2,343.59	\$	130.32	\$	838.89
159	Jun-26	\$	3,312.81	\$	351,408.53	\$	2,473.92	\$	2,342.72	\$	131.19	\$	838.89
160	Jul-26	\$	3,312.81	\$	351,277.34	\$	2,473.92	\$	2,341.85	\$	132.07	\$	838.89
161	Aug-26	\$	3,312.81	\$	351,145.27	\$	2,473.92	\$	2,340.97	\$	132.95	\$	838.89
162	Sep-26	\$	3,312.81	\$	351,012.32	\$	2,473.92	\$	2,340.08	\$	133.83	\$	838.89
163	Oct-26	\$	3,312.81	\$	350,878.49	\$	2,473.92	\$	2,339.19	\$	134.73	\$	838.89
164	Nov-26	\$	3,312.81	\$	350,743.76	\$	2,473.92	\$	2,338.29	\$	135.63	\$	838.89
165	Dec-26	\$	3,312.81	\$	350,608.14	\$	2,473.92	\$	2,337.39	\$	136.53	\$	838.89
166	Jan-27	\$	3,412.19	\$	350,471.61	\$	2,473.92	\$	2,336.48	\$	137.44	\$	938.27
167	Feb-27	\$	3,412.19	\$	350,334.17	\$	2,473.92	\$	2,335.56	\$	138.36	\$	938.27
168	Mar-27	\$	3,412.19	\$	350,195.81	\$	2,473.92	\$	2,334.64	\$	139.28	\$	938.27
169	Apr-27	\$	3,412.19	\$	350,056.53	\$	2,473.92	\$	2,333.71	\$	140.21	\$	938.27
170	May-27	\$	3,412.19	\$	349,916.33	\$	2,473.92	\$	2,332.78	\$	141.14	\$	938.27
171	Jun-27	\$	3,412.19	\$	349,775.18	\$	2,473.92	\$	2,331.83	\$	142.08	\$	938.27
172	Jul-27	\$	3,412.19	\$	349,633.10	\$	2,473.92	\$	2,330.89	\$	143.03	\$	938.27
173	Aug-27	\$	3,412.19	\$	349,490.07	\$	2,473.92	\$	2,329.93	\$	143.98	\$	938.27
174	Sep-27	\$	3,412.19	\$	349,346.09	\$	2,473.92	\$	2,328.97	\$	144.94	\$	938.27

175	Oct-27	\$ 3,412.19	\$ 349,201.15	\$ 2,473.92	\$ 2,328.01	\$ 145.91	\$ 938.27
176	Nov-27	\$ 3,412.19	\$ 349,055.24	\$ 2,473.92	\$ 2,327.03	\$ 146.88	\$ 938.27
177	Dec-27	\$ 3,412.19	\$ 348,908.35	\$ 2,473.92	\$ 2,326.06	\$ 147.86	\$ 938.27
178	Jan-28	\$ 3,514.56	\$ 348,760.49	\$ 2,473.92	\$ 2,325.07	\$ 148.85	\$ 1,040.64
179	Feb-28	\$ 3,514.56	\$ 348,611.65	\$ 2,473.92	\$ 2,324.08	\$ 149.84	\$ 1,040.64
180	Mar-28	\$ 3,514.56	\$ 348,461.81	\$ 2,473.92	\$ 2,323.08	\$ 150.84	\$ 1,040.64
181	Apr-28	\$ 3,514.56	\$ 348,310.97	\$ 2,473.92	\$ 2,322.07	\$ 151.84	\$ 1,040.64
182	May-28	\$ 3,514.56	\$ 348,159.12	\$ 2,473.92	\$ 2,321.06	\$ 152.86	\$ 1,040.64
183	Jun-28	\$ 3,514.56	\$ 348,006.27	\$ 2,473.92	\$ 2,320.04	\$ 153.88	\$ 1,040.64
184	Jul-28	\$ 3,514.56	\$ 347,852.39	\$ 2,473.92	\$ 2,319.02	\$ 154.90	\$ 1,040.64
185	Aug-28	\$ 3,514.56	\$ 347,697.49	\$ 2,473.92	\$ 2,317.98	\$ 155.93	\$ 1,040.64
186	Sep-28	\$ 3,514.56	\$ 347,541.56	\$ 2,473.92	\$ 2,316.94	\$ 156.97	\$ 1,040.64
187	Oct-28	\$ 3,514.56	\$ 347,384.59	\$ 2,473.92	\$ 2,315.90	\$ 158.02	\$ 1,040.64
188	Nov-28	\$ 3,514.56	\$ 347,226.57	\$ 2,473.92	\$ 2,314.84	\$ 159.07	\$ 1,040.64
189	Dec-28	\$ 3,514.56	\$ 347,067.49	\$ 2,473.92	\$ 2,313.78	\$ 160.13	\$ 1,040.64
190	Jan-29	\$ 3,619.99	\$ 346,907.36	\$ 2,473.92	\$ 2,312.72	\$ 161.20	\$ 1,146.08
191	Feb-29	\$ 3,619.99	\$ 346,746.16	\$ 2,473.92	\$ 2,311.64	\$ 162.28	\$ 1,146.08
192	Mar-29	\$ 3,619.99	\$ 346,583.88	\$ 2,473.92	\$ 2,310.56	\$ 163.36	\$ 1,146.08
193	Apr-29	\$ 3,619.99	\$ 346,420.52	\$ 2,473.92	\$ 2,309.47	\$ 164.45	\$ 1,146.08
194	May-29	\$ 3,619.99	\$ 346,256.08	\$ 2,473.92	\$ 2,308.37	\$ 165.54	\$ 1,146.08
195	Jun-29	\$ 3,619.99	\$ 346,090.53	\$ 2,473.92	\$ 2,307.27	\$ 166.65	\$ 1,146.08
196	Jul-29	\$ 3,619.99	\$ 345,923.89	\$ 2,473.92	\$ 2,306.16	\$ 167.76	\$ 1,146.08
197	Aug-29	\$ 3,619.99	\$ 345,756.13	\$ 2,473.92	\$ 2,305.04	\$ 168.88	\$ 1,146.08
198	Sep-29	\$ 3,619.99	\$ 345,587.25	\$ 2,473.92	\$ 2,303.92	\$ 170.00	\$ 1,146.08
199	Oct-29	\$ 3,619.99	\$ 345,417.25	\$ 2,473.92	\$ 2,302.78	\$ 171.14	\$ 1,146.08
200	Nov-29	\$ 3,619.99	\$ 345,246.12	\$ 2,473.92	\$ 2,301.64	\$ 172.28	\$ 1,146.08
201	Dec-29	\$ 3,619.99	\$ 345,073.84	\$ 2,473.92	\$ 2,300.49	\$ 173.42	\$ 1,146.08
202	Jan-30	\$ 3,728.59	\$ 344,900.42	\$ 2,473.92	\$ 2,299.34	\$ 174.58	\$ 1,254.68
203	Feb-30	\$ 3,728.59	\$ 344,725.83	\$ 2,473.92	\$ 2,298.17	\$ 175.74	\$ 1,254.68
204	Mar-30	\$ 3,728.59	\$ 344,550.09	\$ 2,473.92	\$ 2,297.00	\$ 176.92	\$ 1,254.68
205	Apr-30	\$ 3,728.59	\$ 344,373.17	\$ 2,473.92	\$ 2,295.82	\$ 178.10	\$ 1,254.68
206	May-30	\$ 3,728.59	\$ 344,195.08	\$ 2,473.92	\$ 2,294.63	\$ 179.28	\$ 1,254.68
207	Jun-30	\$ 3,728.59	\$ 344,015.79	\$ 2,473.92	\$ 2,293.44	\$ 180.48	\$ 1,254.68
208	Jul-30	\$ 3,728.59	\$ 343,835.32	\$ 2,473.92	\$ 2,292.24	\$ 181.68	\$ 1,254.68
209	Aug-30	\$ 3,728.59	\$ 343,653.63	\$ 2,473.92	\$ 2,291.02	\$ 182.89	\$ 1,254.68
210	Sep-30	\$ 3,728.59	\$ 343,470.74	\$ 2,473.92	\$ 2,289.80	\$ 184.11	\$ 1,254.68
211	Oct-30	\$ 3,728.59	\$ 343,286.63	\$ 2,473.92	\$ 2,288.58	\$ 185.34	\$ 1,254.68
212	Nov-30	\$ 3,728.59	\$ 343,101.29	\$ 2,473.92	\$ 2,287.34	\$ 186.58	\$ 1,254.68
213	Dec-30	\$ 3,728.59	\$ 342,914.71	\$ 2,473.92	\$ 2,286.10	\$ 187.82	\$ 1,254.68
214	Jan-31	\$ 3,840.45	\$ 342,726.90	\$ 2,473.92	\$ 2,284.85	\$ 189.07	\$ 1,366.53
215	Feb-31	\$ 3,840.45	\$ 342,537.83	\$ 2,473.92	\$ 2,283.59	\$ 190.33	\$ 1,366.53
216	Mar-31	\$ 3,840.45	\$ 342,347.49	\$ 2,473.92	\$ 2,282.32	\$ 191.60	\$ 1,366.53
217	Apr-31	\$ 3,840.45	\$ 342,155.89	\$ 2,473.92	\$ 2,281.04	\$ 192.88	\$ 1,366.53
218	May-31	\$ 3,840.45	\$ 341,963.02	\$ 2,473.92	\$ 2,279.75	\$ 194.16	\$ 1,366.53
219	Jun-31	\$ 3,840.45	\$ 341,768.85	\$ 2,473.92	\$ 2,278.46	\$ 195.46	\$ 1,366.53
220	Jul-31	\$ 3,840.45	\$ 341,573.39	\$ 2,473.92	\$ 2,277.16	\$ 196.76	\$ 1,366.53
221	Aug-31	\$ 3,840.45	\$ 341,376.63	\$ 2,473.92	\$ 2,275.84	\$ 198.07	\$ 1,366.53
222	Sep-31	\$ 3,840.45	\$ 341,178.56	\$ 2,473.92	\$ 2,274.52	\$ 199.39	\$ 1,366.53
223	Oct-31	\$ 3,840.45	\$ 340,979.17	\$ 2,473.92	\$ 2,273.19	\$ 200.72	\$ 1,366.53
224	Nov-31	\$ 3,840.45	\$ 340,778.44	\$ 2,473.92	\$ 2,271.86	\$ 202.06	\$ 1,366.53
225	Dec-31	\$ 3,840.45	\$ 340,576.38	\$ 2,473.92	\$ 2,270.51	\$ 203.41	\$ 1,366.53
226	Jan-32	\$ 3,955.66	\$ 340,372.98	\$ 2,473.92	\$ 2,269.15	\$ 204.76	\$ 1,481.75
227	Feb-32	\$ 3,955.66	\$ 340,168.21	\$ 2,473.92	\$ 2,267.79	\$ 206.13	\$ 1,481.75
228	Mar-32	\$ 3,955.66	\$ 339,962.08	\$ 2,473.92	\$ 2,266.41	\$ 207.50	\$ 1,481.75
229	Apr-32	\$ 3,955.66	\$ 339,754.58	\$ 2,473.92	\$ 2,265.03	\$ 208.89	\$ 1,481.75
230	May-32	\$ 3,955.66	\$ 339,545.69	\$ 2,473.92	\$ 2,263.64	\$ 210.28	\$ 1,481.75
231	Jun-32	\$ 3,955.66	\$ 339,335.41	\$ 2,473.92	\$ 2,262.24	\$ 211.68	\$ 1,481.75
232	Jul-32	\$ 3,955.66	\$ 339,123.73	\$ 2,473.92	\$ 2,260.82	\$ 213.09	\$ 1,481.75
233	Aug-32	\$ 3,955.66	\$ 338,910.64	\$ 2,473.92	\$ 2,259.40	\$ 214.51	\$ 1,481.75
234	Sep-32	\$ 3,955.66	\$ 338,696.13	\$ 2,473.92	\$ 2,257.97	\$ 215.94	\$ 1,481.75
235	Oct-32	\$ 3,955.66	\$ 338,480.19	\$ 2,473.92	\$ 2,256.53	\$ 217.38	\$ 1,481.75
236	Nov-32	\$ 3,955.66	\$ 338,262.80	\$ 2,473.92	\$ 2,255.09	\$ 218.83	\$ 1,481.75

237	Dec-32	\$ 3,955.66	\$ 338,043.97	\$ 2,473.92	\$ 2,253.63	\$ 220.29	\$ 1,481.75
238	Jan-33	\$ 4,074.33	\$ 337,823.68	\$ 2,473.92	\$ 2,252.16	\$ 221.76	\$ 1,600.42
239	Feb-33	\$ 4,074.33	\$ 337,601.92	\$ 2,473.92	\$ 2,250.68	\$ 223.24	\$ 1,600.42
240	Mar-33	\$ 4,074.33	\$ 337,378.69	\$ 2,473.92	\$ 2,249.19	\$ 224.73	\$ 1,600.42
241	Apr-33	\$ 4,074.33	\$ 337,153.96	\$ 2,473.92	\$ 2,247.69	\$ 226.22	\$ 1,600.42
242	May-33	\$ 4,074.33	\$ 336,927.74	\$ 2,473.92	\$ 2,246.18	\$ 227.73	\$ 1,600.42
243	Jun-33	\$ 4,074.33	\$ 336,700.00	\$ 2,473.92	\$ 2,244.67	\$ 229.25	\$ 1,600.42
244	Jul-33	\$ 4,074.33	\$ 336,470.75	\$ 2,473.92	\$ 2,243.14	\$ 230.78	\$ 1,600.42
245	Aug-33	\$ 4,074.33	\$ 336,239.97	\$ 2,473.92	\$ 2,241.60	\$ 232.32	\$ 1,600.42
246	Sep-33	\$ 4,074.33	\$ 336,007.66	\$ 2,473.92	\$ 2,240.05	\$ 233.87	\$ 1,600.42
247	Oct-33	\$ 4,074.33	\$ 335,773.79	\$ 2,473.92	\$ 2,238.49	\$ 235.43	\$ 1,600.42
248	Nov-33	\$ 4,074.33	\$ 335,538.37	\$ 2,473.92	\$ 2,236.92	\$ 236.99	\$ 1,600.42
249	Dec-33	\$ 4,074.33	\$ 335,301.37	\$ 2,473.92	\$ 2,235.34	\$ 238.57	\$ 1,600.42
250	Jan-34	\$ 4,196.56	\$ 335,062.80	\$ 2,473.92	\$ 2,233.75	\$ 240.17	\$ 1,722.65
251	Feb-34	\$ 4,196.56	\$ 334,822.63	\$ 2,473.92	\$ 2,232.15	\$ 241.77	\$ 1,722.65
252	Mar-34	\$ 4,196.56	\$ 334,580.87	\$ 2,473.92	\$ 2,230.54	\$ 243.38	\$ 1,722.65
253	Apr-34	\$ 4,196.56	\$ 334,337.49	\$ 2,473.92	\$ 2,228.92	\$ 245.00	\$ 1,722.65
254	May-34	\$ 4,196.56	\$ 334,092.49	\$ 2,473.92	\$ 2,227.28	\$ 246.63	\$ 1,722.65
255	Jun-34	\$ 4,196.56	\$ 333,845.85	\$ 2,473.92	\$ 2,225.64	\$ 248.28	\$ 1,722.65
256	Jul-34	\$ 4,196.56	\$ 333,597.58	\$ 2,473.92	\$ 2,223.98	\$ 249.93	\$ 1,722.65
257	Aug-34	\$ 4,196.56	\$ 333,347.64	\$ 2,473.92	\$ 2,222.32	\$ 251.60	\$ 1,722.65
258	Sep-34	\$ 4,196.56	\$ 333,096.04	\$ 2,473.92	\$ 2,220.64	\$ 253.28	\$ 1,722.65
259	Oct-34	\$ 4,196.56	\$ 332,842.77	\$ 2,473.92	\$ 2,218.95	\$ 254.97	\$ 1,722.65
260	Nov-34	\$ 4,196.56	\$ 332,587.80	\$ 2,473.92	\$ 2,217.25	\$ 256.66	\$ 1,722.65
261	Dec-34	\$ 4,196.56	\$ 332,331.14	\$ 2,473.92	\$ 2,215.54	\$ 258.38	\$ 1,722.65
262	Jan-35	\$ 4,322.46	\$ 332,072.76	\$ 2,473.92	\$ 2,213.82	\$ 260.10	\$ 1,848.54
263	Feb-35	\$ 4,322.46	\$ 331,812.66	\$ 2,473.92	\$ 2,212.08	\$ 261.83	\$ 1,848.54
264	Mar-35	\$ 4,322.46	\$ 331,550.83	\$ 2,473.92	\$ 2,210.34	\$ 263.58	\$ 1,848.54
265	Apr-35	\$ 4,322.46	\$ 331,287.25	\$ 2,473.92	\$ 2,208.58	\$ 265.34	\$ 1,848.54
266	May-35	\$ 4,322.46	\$ 331,021.92	\$ 2,473.92	\$ 2,206.81	\$ 267.10	\$ 1,848.54
267	Jun-35	\$ 4,322.46	\$ 330,754.81	\$ 2,473.92	\$ 2,205.03	\$ 268.88	\$ 1,848.54
268	Jul-35	\$ 4,322.46	\$ 330,485.93	\$ 2,473.92	\$ 2,203.24	\$ 270.68	\$ 1,848.54
269	Aug-35	\$ 4,322.46	\$ 330,215.25	\$ 2,473.92	\$ 2,201.43	\$ 272.48	\$ 1,848.54
270	Sep-35	\$ 4,322.46	\$ 329,942.77	\$ 2,473.92	\$ 2,199.62	\$ 274.30	\$ 1,848.54
271	Oct-35	\$ 4,322.46	\$ 329,668.47	\$ 2,473.92	\$ 2,197.79	\$ 276.13	\$ 1,848.54
272	Nov-35	\$ 4,322.46	\$ 329,392.34	\$ 2,473.92	\$ 2,195.95	\$ 277.97	\$ 1,848.54
273	Dec-35	\$ 4,322.46	\$ 329,114.37	\$ 2,473.92	\$ 2,194.10	\$ 279.82	\$ 1,848.54
274	Jan-36	\$ 4,452.13	\$ 328,834.55	\$ 2,473.92	\$ 2,192.23	\$ 281.69	\$ 1,978.22
275	Feb-36	\$ 4,452.13	\$ 328,552.87	\$ 2,473.92	\$ 2,190.35	\$ 283.56	\$ 1,978.22
276	Mar-36	\$ 4,452.13	\$ 328,269.30	\$ 2,473.92	\$ 2,188.46	\$ 285.45	\$ 1,978.22
277	Apr-36	\$ 4,452.13	\$ 327,983.85	\$ 2,473.92	\$ 2,186.56	\$ 287.36	\$ 1,978.22
278	May-36	\$ 4,452.13	\$ 327,696.49	\$ 2,473.92	\$ 2,184.64	\$ 289.27	\$ 1,978.22
279	Jun-36	\$ 4,452.13	\$ 327,407.21	\$ 2,473.92	\$ 2,182.71	\$ 291.20	\$ 1,978.22
280	Jul-36	\$ 4,452.13	\$ 327,116.01	\$ 2,473.92	\$ 2,180.77	\$ 293.14	\$ 1,978.22
281	Aug-36	\$ 4,452.13	\$ 326,822.87	\$ 2,473.92	\$ 2,178.82	\$ 295.10	\$ 1,978.22
282	Sep-36	\$ 4,452.13	\$ 326,527.77	\$ 2,473.92	\$ 2,176.85	\$ 297.07	\$ 1,978.22
283	Oct-36	\$ 4,452.13	\$ 326,230.71	\$ 2,473.92	\$ 2,174.87	\$ 299.05	\$ 1,978.22
284	Nov-36	\$ 4,452.13	\$ 325,931.66	\$ 2,473.92	\$ 2,172.88	\$ 301.04	\$ 1,978.22
285	Dec-36	\$ 4,452.13	\$ 325,630.62	\$ 2,473.92	\$ 2,170.87	\$ 303.05	\$ 1,978.22
286	Jan-37	\$ 4,585.70	\$ 325,327.57	\$ 2,473.92	\$ 2,168.85	\$ 305.07	\$ 2,111.78
287	Feb-37	\$ 4,585.70	\$ 325,022.51	\$ 2,473.92	\$ 2,166.82	\$ 307.10	\$ 2,111.78
288	Mar-37	\$ 4,585.70	\$ 324,715.41	\$ 2,473.92	\$ 2,164.77	\$ 309.15	\$ 2,111.78
289	Apr-37	\$ 4,585.70	\$ 324,406.26	\$ 2,473.92	\$ 2,162.71	\$ 311.21	\$ 2,111.78
290	May-37	\$ 4,585.70	\$ 324,095.05	\$ 2,473.92	\$ 2,160.63	\$ 313.28	\$ 2,111.78
291	Jun-37	\$ 4,585.70	\$ 323,781.77	\$ 2,473.92	\$ 2,158.55	\$ 315.37	\$ 2,111.78
292	Jul-37	\$ 4,585.70	\$ 323,466.40	\$ 2,473.92	\$ 2,156.44	\$ 317.47	\$ 2,111.78
293	Aug-37	\$ 4,585.70	\$ 323,148.92	\$ 2,473.92	\$ 2,154.33	\$ 319.59	\$ 2,111.78
294	Sep-37	\$ 4,585.70	\$ 322,829.33	\$ 2,473.92	\$ 2,152.20	\$ 321.72	\$ 2,111.78
295	Oct-37	\$ 4,585.70	\$ 322,507.61	\$ 2,473.92	\$ 2,150.05	\$ 323.87	\$ 2,111.78
296	Nov-37	\$ 4,585.70	\$ 322,183.74	\$ 2,473.92	\$ 2,147.89	\$ 326.03	\$ 2,111.78
297	Dec-37	\$ 4,585.70	\$ 321,857.72	\$ 2,473.92	\$ 2,145.72	\$ 328.20	\$ 2,111.78
298	Jan-38	\$ 4,723.27	\$ 321,529.52	\$ 2,473.92	\$ 2,143.53	\$ 330.39	\$ 2,249.35

299	Feb-38	\$ 4,723.27	\$ 321,199.13	\$ 2,473.92	\$ 2,141.33	\$ 332.59	\$ 2,249.35
300	Mar-38	\$ 4,723.27	\$ 320,866.54	\$ 2,473.92	\$ 2,139.11	\$ 334.81	\$ 2,249.35
301	Apr-38	\$ 4,723.27	\$ 320,531.74	\$ 2,473.92	\$ 2,136.88	\$ 337.04	\$ 2,249.35
302	May-38	\$ 4,723.27	\$ 320,194.70	\$ 2,473.92	\$ 2,134.63	\$ 339.29	\$ 2,249.35
303	Jun-38	\$ 4,723.27	\$ 319,855.41	\$ 2,473.92	\$ 2,132.37	\$ 341.55	\$ 2,249.35
304	Jul-38	\$ 4,723.27	\$ 319,513.86	\$ 2,473.92	\$ 2,130.09	\$ 343.82	\$ 2,249.35
305	Aug-38	\$ 4,723.27	\$ 319,170.04	\$ 2,473.92	\$ 2,127.80	\$ 346.12	\$ 2,249.35
306	Sep-38	\$ 4,723.27	\$ 318,823.92	\$ 2,473.92	\$ 2,125.49	\$ 348.42	\$ 2,249.35
307	Oct-38	\$ 4,723.27	\$ 318,475.50	\$ 2,473.92	\$ 2,123.17	\$ 350.75	\$ 2,249.35
308	Nov-38	\$ 4,723.27	\$ 318,124.75	\$ 2,473.92	\$ 2,120.83	\$ 353.09	\$ 2,249.35
309	Dec-38	\$ 4,723.27	\$ 317,771.67	\$ 2,473.92	\$ 2,118.48	\$ 355.44	\$ 2,249.35
310	Jan-39	\$ 4,864.97	\$ 317,416.23	\$ 2,473.92	\$ 2,116.11	\$ 357.81	\$ 2,391.05
311	Feb-39	\$ 4,864.97	\$ 317,058.42	\$ 2,473.92	\$ 2,113.72	\$ 360.19	\$ 2,391.05
312	Mar-39	\$ 4,864.97	\$ 316,698.22	\$ 2,473.92	\$ 2,111.32	\$ 362.60	\$ 2,391.05
313	Apr-39	\$ 4,864.97	\$ 316,335.63	\$ 2,473.92	\$ 2,108.90	\$ 365.01	\$ 2,391.05
314	May-39	\$ 4,864.97	\$ 315,970.62	\$ 2,473.92	\$ 2,106.47	\$ 367.45	\$ 2,391.05
315	Jun-39	\$ 4,864.97	\$ 315,603.17	\$ 2,473.92	\$ 2,104.02	\$ 369.90	\$ 2,391.05
316	Jul-39	\$ 4,864.97	\$ 315,233.27	\$ 2,473.92	\$ 2,101.56	\$ 372.36	\$ 2,391.05
317	Aug-39	\$ 4,864.97	\$ 314,860.91	\$ 2,473.92	\$ 2,099.07	\$ 374.84	\$ 2,391.05
318	Sep-39	\$ 4,864.97	\$ 314,486.07	\$ 2,473.92	\$ 2,096.57	\$ 377.34	\$ 2,391.05
319	Oct-39	\$ 4,864.97	\$ 314,108.73	\$ 2,473.92	\$ 2,094.06	\$ 379.86	\$ 2,391.05
320	Nov-39	\$ 4,864.97	\$ 313,728.87	\$ 2,473.92	\$ 2,091.53	\$ 382.39	\$ 2,391.05
321	Dec-39	\$ 4,864.97	\$ 313,346.48	\$ 2,473.92	\$ 2,088.98	\$ 384.94	\$ 2,391.05
322	Jan-40	\$ 5,010.92	\$ 312,961.53	\$ 2,473.92	\$ 2,086.41	\$ 387.51	\$ 2,537.00
323	Feb-40	\$ 5,010.92	\$ 312,574.03	\$ 2,473.92	\$ 2,083.83	\$ 390.09	\$ 2,537.00
324	Mar-40	\$ 5,010.92	\$ 312,183.94	\$ 2,473.92	\$ 2,081.23	\$ 392.69	\$ 2,537.00
325	Apr-40	\$ 5,010.92	\$ 311,791.25	\$ 2,473.92	\$ 2,078.61	\$ 395.31	\$ 2,537.00
326	May-40	\$ 5,010.92	\$ 311,395.94	\$ 2,473.92	\$ 2,075.97	\$ 397.94	\$ 2,537.00
327	Jun-40	\$ 5,010.92	\$ 310,997.99	\$ 2,473.92	\$ 2,073.32	\$ 400.60	\$ 2,537.00
328	Jul-40	\$ 5,010.92	\$ 310,597.40	\$ 2,473.92	\$ 2,070.65	\$ 403.27	\$ 2,537.00
329	Aug-40	\$ 5,010.92	\$ 310,194.13	\$ 2,473.92	\$ 2,067.96	\$ 405.96	\$ 2,537.00
330	Sep-40	\$ 5,010.92	\$ 309,788.17	\$ 2,473.92	\$ 2,065.25	\$ 408.66	\$ 2,537.00
331	Oct-40	\$ 5,010.92	\$ 309,379.51	\$ 2,473.92	\$ 2,062.53	\$ 411.39	\$ 2,537.00
332	Nov-40	\$ 5,010.92	\$ 308,968.12	\$ 2,473.92	\$ 2,059.79	\$ 414.13	\$ 2,537.00
333	Dec-40	\$ 5,010.92	\$ 308,553.99	\$ 2,473.92	\$ 2,057.03	\$ 416.89	\$ 2,537.00
334	Jan-41	\$ 5,161.24	\$ 308,137.10	\$ 2,473.92	\$ 2,054.25	\$ 419.67	\$ 2,687.33
335	Feb-41	\$ 5,161.24	\$ 307,717.43	\$ 2,473.92	\$ 2,051.45	\$ 422.47	\$ 2,687.33
336	Mar-41	\$ 5,161.24	\$ 307,294.97	\$ 2,473.92	\$ 2,048.63	\$ 425.28	\$ 2,687.33
337	Apr-41	\$ 5,161.24	\$ 306,869.68	\$ 2,473.92	\$ 2,045.80	\$ 428.12	\$ 2,687.33
338	May-41	\$ 5,161.24	\$ 306,441.56	\$ 2,473.92	\$ 2,042.94	\$ 430.97	\$ 2,687.33
339	Jun-41	\$ 5,161.24	\$ 306,010.59	\$ 2,473.92	\$ 2,040.07	\$ 433.85	\$ 2,687.33
340	Jul-41	\$ 5,161.24	\$ 305,576.74	\$ 2,473.92	\$ 2,037.18	\$ 436.74	\$ 2,687.33
341	Aug-41	\$ 5,161.24	\$ 305,140.01	\$ 2,473.92	\$ 2,034.27	\$ 439.65	\$ 2,687.33
342	Sep-41	\$ 5,161.24	\$ 304,700.36	\$ 2,473.92	\$ 2,031.34	\$ 442.58	\$ 2,687.33
343	Oct-41	\$ 5,161.24	\$ 304,257.77	\$ 2,473.92	\$ 2,028.39	\$ 445.53	\$ 2,687.33
344	Nov-41	\$ 5,161.24	\$ 303,812.24	\$ 2,473.92	\$ 2,025.41	\$ 448.50	\$ 2,687.33
345	Dec-41	\$ 5,161.24	\$ 303,363.74	\$ 2,473.92	\$ 2,022.42	\$ 451.49	\$ 2,687.33
346	Jan-42	\$ 5,316.08	\$ 302,912.25	\$ 2,473.92	\$ 2,019.41	\$ 454.50	\$ 2,842.16
347	Feb-42	\$ 5,316.08	\$ 302,457.75	\$ 2,473.92	\$ 2,016.38	\$ 457.53	\$ 2,842.16
348	Mar-42	\$ 5,316.08	\$ 302,000.21	\$ 2,473.92	\$ 2,013.33	\$ 460.58	\$ 2,842.16
349	Apr-42	\$ 5,316.08	\$ 301,539.63	\$ 2,473.92	\$ 2,010.26	\$ 463.65	\$ 2,842.16
350	May-42	\$ 5,316.08	\$ 301,075.98	\$ 2,473.92	\$ 2,007.17	\$ 466.74	\$ 2,842.16
351	Jun-42	\$ 5,316.08	\$ 300,609.24	\$ 2,473.92	\$ 2,004.06	\$ 469.86	\$ 2,842.16
352	Jul-42	\$ 5,316.08	\$ 300,139.38	\$ 2,473.92	\$ 2,000.93	\$ 472.99	\$ 2,842.16
353	Aug-42	\$ 5,316.08	\$ 299,666.39	\$ 2,473.92	\$ 1,997.78	\$ 476.14	\$ 2,842.16
354	Sep-42	\$ 5,316.08	\$ 299,190.25	\$ 2,473.92	\$ 1,994.60	\$ 479.32	\$ 2,842.16
355	Oct-42	\$ 5,316.08	\$ 298,710.94	\$ 2,473.92	\$ 1,991.41	\$ 482.51	\$ 2,842.16
356	Nov-42	\$ 5,316.08	\$ 298,228.43	\$ 2,473.92	\$ 1,988.19	\$ 485.73	\$ 2,842.16
357	Dec-42	\$ 5,316.08	\$ 297,742.70	\$ 2,473.92	\$ 1,984.95	\$ 488.97	\$ 2,842.16
358	Jan-43	\$ 5,475.56	\$ 297,253.73	\$ 2,473.92	\$ 1,981.69	\$ 492.23	\$ 3,001.65
359	Feb-43	\$ 5,475.56	\$ 296,761.51	\$ 2,473.92	\$ 1,978.41	\$ 495.51	\$ 3,001.65
360	Mar-43	\$ 5,475.56	\$ 296,266.00	\$ 2,473.92	\$ 1,975.11	\$ 498.81	\$ 3,001.65

361	Apr-43	\$ 5,475.56	\$ 295,767.19	\$ 2,473.92	\$ 1,971.78	\$ 502.14	\$ 3,001.65
362	May-43	\$ 5,475.56	\$ 295,265.05	\$ 2,473.92	\$ 1,968.43	\$ 505.48	\$ 3,001.65
363	Jun-43	\$ 5,475.56	\$ 294,759.57	\$ 2,473.92	\$ 1,965.06	\$ 508.85	\$ 3,001.65
364	Jul-43	\$ 5,475.56	\$ 294,250.72	\$ 2,473.92	\$ 1,961.67	\$ 512.25	\$ 3,001.65
365	Aug-43	\$ 5,475.56	\$ 293,738.47	\$ 2,473.92	\$ 1,958.26	\$ 515.66	\$ 3,001.65
366	Sep-43	\$ 5,475.56	\$ 293,222.81	\$ 2,473.92	\$ 1,954.82	\$ 519.10	\$ 3,001.65
367	Oct-43	\$ 5,475.56	\$ 292,703.71	\$ 2,473.92	\$ 1,951.36	\$ 522.56	\$ 3,001.65
368	Nov-43	\$ 5,475.56	\$ 292,181.15	\$ 2,473.92	\$ 1,947.87	\$ 526.04	\$ 3,001.65
369	Dec-43	\$ 5,475.56	\$ 291,655.11	\$ 2,473.92	\$ 1,944.37	\$ 529.55	\$ 3,001.65
370	Jan-44	\$ 5,639.83	\$ 291,125.56	\$ 2,473.92	\$ 1,940.84	\$ 533.08	\$ 3,165.91
371	Feb-44	\$ 5,639.83	\$ 290,592.48	\$ 2,473.92	\$ 1,937.28	\$ 536.63	\$ 3,165.91
372	Mar-44	\$ 5,639.83	\$ 290,055.85	\$ 2,473.92	\$ 1,933.71	\$ 540.21	\$ 3,165.91
373	Apr-44	\$ 5,639.83	\$ 289,515.64	\$ 2,473.92	\$ 1,930.10	\$ 543.81	\$ 3,165.91
374	May-44	\$ 5,639.83	\$ 288,971.82	\$ 2,473.92	\$ 1,926.48	\$ 547.44	\$ 3,165.91
375	Jun-44	\$ 5,639.83	\$ 288,424.39	\$ 2,473.92	\$ 1,922.83	\$ 551.09	\$ 3,165.91
376	Jul-44	\$ 5,639.83	\$ 287,873.30	\$ 2,473.92	\$ 1,919.16	\$ 554.76	\$ 3,165.91
377	Aug-44	\$ 5,639.83	\$ 287,318.54	\$ 2,473.92	\$ 1,915.46	\$ 558.46	\$ 3,165.91
378	Sep-44	\$ 5,639.83	\$ 286,760.08	\$ 2,473.92	\$ 1,911.73	\$ 562.18	\$ 3,165.91
379	Oct-44	\$ 5,639.83	\$ 286,197.89	\$ 2,473.92	\$ 1,907.99	\$ 565.93	\$ 3,165.91
380	Nov-44	\$ 5,639.83	\$ 285,631.96	\$ 2,473.92	\$ 1,904.21	\$ 569.70	\$ 3,165.91
381	Dec-44	\$ 5,639.83	\$ 285,062.26	\$ 2,473.92	\$ 1,900.42	\$ 573.50	\$ 3,165.91
382	Jan-45	\$ 5,809.03	\$ 284,488.76	\$ 2,473.92	\$ 1,896.59	\$ 577.33	\$ 3,335.11
383	Feb-45	\$ 5,809.03	\$ 283,911.43	\$ 2,473.92	\$ 1,892.74	\$ 581.17	\$ 3,335.11
384	Mar-45	\$ 5,809.03	\$ 283,330.26	\$ 2,473.92	\$ 1,888.87	\$ 585.05	\$ 3,335.11
385	Apr-45	\$ 5,809.03	\$ 282,745.21	\$ 2,473.92	\$ 1,884.97	\$ 588.95	\$ 3,335.11
386	May-45	\$ 5,809.03	\$ 282,156.26	\$ 2,473.92	\$ 1,881.04	\$ 592.88	\$ 3,335.11
387	Jun-45	\$ 5,809.03	\$ 281,563.38	\$ 2,473.92	\$ 1,877.09	\$ 596.83	\$ 3,335.11
388	Jul-45	\$ 5,809.03	\$ 280,966.56	\$ 2,473.92	\$ 1,873.11	\$ 600.81	\$ 3,335.11
389	Aug-45	\$ 5,809.03	\$ 280,365.75	\$ 2,473.92	\$ 1,869.11	\$ 604.81	\$ 3,335.11
390	Sep-45	\$ 5,809.03	\$ 279,760.94	\$ 2,473.92	\$ 1,865.07	\$ 608.84	\$ 3,335.11
391	Oct-45	\$ 5,809.03	\$ 279,152.09	\$ 2,473.92	\$ 1,861.01	\$ 612.90	\$ 3,335.11
392	Nov-45	\$ 5,809.03	\$ 278,539.19	\$ 2,473.92	\$ 1,856.93	\$ 616.99	\$ 3,335.11
393	Dec-45	\$ 5,809.03	\$ 277,922.20	\$ 2,473.92	\$ 1,852.81	\$ 621.10	\$ 3,335.11
394	Jan-46	\$ 5,983.30	\$ 277,301.10	\$ 2,473.92	\$ 1,848.67	\$ 625.24	\$ 3,509.38
395	Feb-46	\$ 5,983.30	\$ 276,675.86	\$ 2,473.92	\$ 1,844.51	\$ 629.41	\$ 3,509.38
396	Mar-46	\$ 5,983.30	\$ 276,046.45	\$ 2,473.92	\$ 1,840.31	\$ 633.61	\$ 3,509.38
397	Apr-46	\$ 5,983.30	\$ 275,412.84	\$ 2,473.92	\$ 1,836.09	\$ 637.83	\$ 3,509.38
398	May-46	\$ 5,983.30	\$ 274,775.01	\$ 2,473.92	\$ 1,831.83	\$ 642.08	\$ 3,509.38
399	Jun-46	\$ 5,983.30	\$ 274,132.92	\$ 2,473.92	\$ 1,827.55	\$ 646.36	\$ 3,509.38
400	Jul-46	\$ 5,983.30	\$ 273,486.56	\$ 2,473.92	\$ 1,823.24	\$ 650.67	\$ 3,509.38
401	Aug-46	\$ 5,983.30	\$ 272,835.89	\$ 2,473.92	\$ 1,818.91	\$ 655.01	\$ 3,509.38
402	Sep-46	\$ 5,983.30	\$ 272,180.87	\$ 2,473.92	\$ 1,814.54	\$ 659.38	\$ 3,509.38
403	Oct-46	\$ 5,983.30	\$ 271,521.50	\$ 2,473.92	\$ 1,810.14	\$ 663.77	\$ 3,509.38
404	Nov-46	\$ 5,983.30	\$ 270,857.72	\$ 2,473.92	\$ 1,805.72	\$ 668.20	\$ 3,509.38
405	Dec-46	\$ 5,983.30	\$ 270,189.52	\$ 2,473.92	\$ 1,801.26	\$ 672.65	\$ 3,509.38
406	Jan-47	\$ 6,162.80	\$ 269,516.87	\$ 2,473.92	\$ 1,796.78	\$ 677.14	\$ 3,688.88
407	Feb-47	\$ 6,162.80	\$ 268,839.73	\$ 2,473.92	\$ 1,792.26	\$ 681.65	\$ 3,688.88
408	Mar-47	\$ 6,162.80	\$ 268,158.08	\$ 2,473.92	\$ 1,787.72	\$ 686.20	\$ 3,688.88
409	Apr-47	\$ 6,162.80	\$ 267,471.88	\$ 2,473.92	\$ 1,783.15	\$ 690.77	\$ 3,688.88
410	May-47	\$ 6,162.80	\$ 266,781.11	\$ 2,473.92	\$ 1,778.54	\$ 695.38	\$ 3,688.88
411	Jun-47	\$ 6,162.80	\$ 266,085.74	\$ 2,473.92	\$ 1,773.90	\$ 700.01	\$ 3,688.88
412	Jul-47	\$ 6,162.80	\$ 265,385.73	\$ 2,473.92	\$ 1,769.24	\$ 704.68	\$ 3,688.88
413	Aug-47	\$ 6,162.80	\$ 264,681.05	\$ 2,473.92	\$ 1,764.54	\$ 709.38	\$ 3,688.88
414	Sep-47	\$ 6,162.80	\$ 263,971.67	\$ 2,473.92	\$ 1,759.81	\$ 714.11	\$ 3,688.88
415	Oct-47	\$ 6,162.80	\$ 263,257.56	\$ 2,473.92	\$ 1,755.05	\$ 718.87	\$ 3,688.88
416	Nov-47	\$ 6,162.80	\$ 262,538.70	\$ 2,473.92	\$ 1,750.26	\$ 723.66	\$ 3,688.88
417	Dec-47	\$ 6,162.80	\$ 261,815.04	\$ 2,473.92	\$ 1,745.43	\$ 728.48	\$ 3,688.88
418	Jan-48	\$ 6,347.68	\$ 261,086.55	\$ 2,473.92	\$ 1,740.58	\$ 733.34	\$ 3,873.76
419	Feb-48	\$ 6,347.68	\$ 260,353.22	\$ 2,473.92	\$ 1,735.69	\$ 738.23	\$ 3,873.76
420	Mar-48	\$ 6,347.68	\$ 259,614.99	\$ 2,473.92	\$ 1,730.77	\$ 743.15	\$ 3,873.76
421	Apr-48	\$ 6,347.68	\$ 258,871.84	\$ 2,473.92	\$ 1,725.81	\$ 748.10	\$ 3,873.76
422	May-48	\$ 6,347.68	\$ 258,123.73	\$ 2,473.92	\$ 1,720.82	\$ 753.09	\$ 3,873.76

423	Jun-48	\$ 6,347.68	\$ 257,370.64	\$ 2,473.92	\$ 1,715.80	\$ 758.11	\$ 3,873.76
424	Jul-48	\$ 6,347.68	\$ 256,612.53	\$ 2,473.92	\$ 1,710.75	\$ 763.17	\$ 3,873.76
425	Aug-48	\$ 6,347.68	\$ 255,849.36	\$ 2,473.92	\$ 1,705.66	\$ 768.25	\$ 3,873.76
426	Sep-48	\$ 6,347.68	\$ 255,081.10	\$ 2,473.92	\$ 1,700.54	\$ 773.38	\$ 3,873.76
427	Oct-48	\$ 6,347.68	\$ 254,307.73	\$ 2,473.92	\$ 1,695.38	\$ 778.53	\$ 3,873.76
428	Nov-48	\$ 6,347.68	\$ 253,529.20	\$ 2,473.92	\$ 1,690.19	\$ 783.72	\$ 3,873.76
429	Dec-48	\$ 6,347.68	\$ 252,745.47	\$ 2,473.92	\$ 1,684.97	\$ 788.95	\$ 3,873.76
430	Jan-49	\$ 6,538.11	\$ 251,956.53	\$ 2,473.92	\$ 1,679.71	\$ 794.21	\$ 4,064.19
431	Feb-49	\$ 6,538.11	\$ 251,162.32	\$ 2,473.92	\$ 1,674.42	\$ 799.50	\$ 4,064.19
432	Mar-49	\$ 6,538.11	\$ 250,362.82	\$ 2,473.92	\$ 1,669.09	\$ 804.83	\$ 4,064.19
433	Apr-49	\$ 6,538.11	\$ 249,557.99	\$ 2,473.92	\$ 1,663.72	\$ 810.20	\$ 4,064.19
434	May-49	\$ 6,538.11	\$ 248,747.79	\$ 2,473.92	\$ 1,658.32	\$ 815.60	\$ 4,064.19
435	Jun-49	\$ 6,538.11	\$ 247,932.19	\$ 2,473.92	\$ 1,652.88	\$ 821.04	\$ 4,064.19
436	Jul-49	\$ 6,538.11	\$ 247,111.16	\$ 2,473.92	\$ 1,647.41	\$ 826.51	\$ 4,064.19
437	Aug-49	\$ 6,538.11	\$ 246,284.65	\$ 2,473.92	\$ 1,641.90	\$ 832.02	\$ 4,064.19
438	Sep-49	\$ 6,538.11	\$ 245,452.63	\$ 2,473.92	\$ 1,636.35	\$ 837.57	\$ 4,064.19
439	Oct-49	\$ 6,538.11	\$ 244,615.06	\$ 2,473.92	\$ 1,630.77	\$ 843.15	\$ 4,064.19
440	Nov-49	\$ 6,538.11	\$ 243,771.91	\$ 2,473.92	\$ 1,625.15	\$ 848.77	\$ 4,064.19
441	Dec-49	\$ 6,538.11	\$ 242,923.14	\$ 2,473.92	\$ 1,619.49	\$ 854.43	\$ 4,064.19
442	Jan-50	\$ 6,734.25	\$ 242,068.71	\$ 2,473.92	\$ 1,613.79	\$ 860.13	\$ 4,260.34
443	Feb-50	\$ 6,734.25	\$ 241,208.59	\$ 2,473.92	\$ 1,608.06	\$ 865.86	\$ 4,260.34
444	Mar-50	\$ 6,734.25	\$ 240,342.73	\$ 2,473.92	\$ 1,602.28	\$ 871.63	\$ 4,260.34
445	Apr-50	\$ 6,734.25	\$ 239,471.09	\$ 2,473.92	\$ 1,596.47	\$ 877.44	\$ 4,260.34
446	May-50	\$ 6,734.25	\$ 238,593.65	\$ 2,473.92	\$ 1,590.62	\$ 883.29	\$ 4,260.34
447	Jun-50	\$ 6,734.25	\$ 237,710.36	\$ 2,473.92	\$ 1,584.74	\$ 889.18	\$ 4,260.34
448	Jul-50	\$ 6,734.25	\$ 236,821.18	\$ 2,473.92	\$ 1,578.81	\$ 895.11	\$ 4,260.34
449	Aug-50	\$ 6,734.25	\$ 235,926.07	\$ 2,473.92	\$ 1,572.84	\$ 901.08	\$ 4,260.34
450	Sep-50	\$ 6,734.25	\$ 235,024.99	\$ 2,473.92	\$ 1,566.83	\$ 907.08	\$ 4,260.34
451	Oct-50	\$ 6,734.25	\$ 234,117.91	\$ 2,473.92	\$ 1,560.79	\$ 913.13	\$ 4,260.34
452	Nov-50	\$ 6,734.25	\$ 233,204.78	\$ 2,473.92	\$ 1,554.70	\$ 919.22	\$ 4,260.34
453	Dec-50	\$ 6,734.25	\$ 232,285.56	\$ 2,473.92	\$ 1,548.57	\$ 925.35	\$ 4,260.34
454	Jan-51	\$ 6,936.28	\$ 231,360.21	\$ 2,473.92	\$ 1,542.40	\$ 931.52	\$ 4,462.36
455	Feb-51	\$ 6,936.28	\$ 230,428.70	\$ 2,473.92	\$ 1,536.19	\$ 937.73	\$ 4,462.36
456	Mar-51	\$ 6,936.28	\$ 229,490.97	\$ 2,473.92	\$ 1,529.94	\$ 943.98	\$ 4,462.36
457	Apr-51	\$ 6,936.28	\$ 228,546.99	\$ 2,473.92	\$ 1,523.65	\$ 950.27	\$ 4,462.36
458	May-51	\$ 6,936.28	\$ 227,596.72	\$ 2,473.92	\$ 1,517.31	\$ 956.61	\$ 4,462.36
459	Jun-51	\$ 6,936.28	\$ 226,640.12	\$ 2,473.92	\$ 1,510.93	\$ 962.98	\$ 4,462.36
460	Jul-51	\$ 6,936.28	\$ 225,677.13	\$ 2,473.92	\$ 1,504.51	\$ 969.40	\$ 4,462.36
461	Aug-51	\$ 6,936.28	\$ 224,707.73	\$ 2,473.92	\$ 1,498.05	\$ 975.87	\$ 4,462.36
462	Sep-51	\$ 6,936.28	\$ 223,731.87	\$ 2,473.92	\$ 1,491.55	\$ 982.37	\$ 4,462.36
463	Oct-51	\$ 6,936.28	\$ 222,749.49	\$ 2,473.92	\$ 1,485.00	\$ 988.92	\$ 4,462.36
464	Nov-51	\$ 6,936.28	\$ 221,760.57	\$ 2,473.92	\$ 1,478.40	\$ 995.51	\$ 4,462.36
465	Dec-51	\$ 6,936.28	\$ 220,765.06	\$ 2,473.92	\$ 1,471.77	\$ 1,002.15	\$ 4,462.36
466	Jan-52	\$ 7,144.37	\$ 219,762.91	\$ 2,473.92	\$ 1,465.09	\$ 1,008.83	\$ 4,670.45
467	Feb-52	\$ 7,144.37	\$ 218,754.08	\$ 2,473.92	\$ 1,458.36	\$ 1,015.56	\$ 4,670.45
468	Mar-52	\$ 7,144.37	\$ 217,738.52	\$ 2,473.92	\$ 1,451.59	\$ 1,022.33	\$ 4,670.45
469	Apr-52	\$ 7,144.37	\$ 216,716.20	\$ 2,473.92	\$ 1,444.77	\$ 1,029.14	\$ 4,670.45
470	May-52	\$ 7,144.37	\$ 215,687.05	\$ 2,473.92	\$ 1,437.91	\$ 1,036.00	\$ 4,670.45
471	Jun-52	\$ 7,144.37	\$ 214,651.05	\$ 2,473.92	\$ 1,431.01	\$ 1,042.91	\$ 4,670.45
472	Jul-52	\$ 7,144.37	\$ 213,608.14	\$ 2,473.92	\$ 1,424.05	\$ 1,049.86	\$ 4,670.45
473	Aug-52	\$ 7,144.37	\$ 212,558.28	\$ 2,473.92	\$ 1,417.06	\$ 1,056.86	\$ 4,670.45
474	Sep-52	\$ 7,144.37	\$ 211,501.42	\$ 2,473.92	\$ 1,410.01	\$ 1,063.91	\$ 4,670.45
475	Oct-52	\$ 7,144.37	\$ 210,437.51	\$ 2,473.92	\$ 1,402.92	\$ 1,071.00	\$ 4,670.45
476	Nov-52	\$ 7,144.37	\$ 209,366.51	\$ 2,473.92	\$ 1,395.78	\$ 1,078.14	\$ 4,670.45
477	Dec-52	\$ 7,144.37	\$ 208,288.37	\$ 2,473.92	\$ 1,388.59	\$ 1,085.33	\$ 4,670.45
478	Jan-53	\$ 7,358.70	\$ 207,203.04	\$ 2,473.92	\$ 1,381.35	\$ 1,092.56	\$ 4,884.78
479	Feb-53	\$ 7,358.70	\$ 206,110.48	\$ 2,473.92	\$ 1,374.07	\$ 1,099.85	\$ 4,884.78
480	Mar-53	\$ 7,358.70	\$ 205,010.63	\$ 2,473.92	\$ 1,366.74	\$ 1,107.18	\$ 4,884.78
481	Apr-53	\$ 7,358.70	\$ 203,903.45	\$ 2,473.92	\$ 1,359.36	\$ 1,114.56	\$ 4,884.78
482	May-53	\$ 7,358.70	\$ 202,788.89	\$ 2,473.92	\$ 1,351.93	\$ 1,121.99	\$ 4,884.78
483	Jun-53	\$ 7,358.70	\$ 201,666.90	\$ 2,473.92	\$ 1,344.45	\$ 1,129.47	\$ 4,884.78
484	Jul-53	\$ 7,358.70	\$ 200,537.43	\$ 2,473.92	\$ 1,336.92	\$ 1,137.00	\$ 4,884.78

485	Aug-53	\$ 7,358.70	\$ 199,400.43	\$ 2,473.92	\$ 1,329.34	\$ 1,144.58	\$ 4,884.78
486	Sep-53	\$ 7,358.70	\$ 198,255.85	\$ 2,473.92	\$ 1,321.71	\$ 1,152.21	\$ 4,884.78
487	Oct-53	\$ 7,358.70	\$ 197,103.64	\$ 2,473.92	\$ 1,314.02	\$ 1,159.89	\$ 4,884.78
488	Nov-53	\$ 7,358.70	\$ 195,943.74	\$ 2,473.92	\$ 1,306.29	\$ 1,167.63	\$ 4,884.78
489	Dec-53	\$ 7,358.70	\$ 194,776.12	\$ 2,473.92	\$ 1,298.51	\$ 1,175.41	\$ 4,884.78
490	Jan-54	\$ 7,579.46	\$ 193,600.71	\$ 2,473.92	\$ 1,290.67	\$ 1,183.25	\$ 5,105.54
491	Feb-54	\$ 7,579.46	\$ 192,417.46	\$ 2,473.92	\$ 1,282.78	\$ 1,191.13	\$ 5,105.54
492	Mar-54	\$ 7,579.46	\$ 191,226.33	\$ 2,473.92	\$ 1,274.84	\$ 1,199.07	\$ 5,105.54
493	Apr-54	\$ 7,579.46	\$ 190,027.25	\$ 2,473.92	\$ 1,266.85	\$ 1,207.07	\$ 5,105.54
494	May-54	\$ 7,579.46	\$ 188,820.18	\$ 2,473.92	\$ 1,258.80	\$ 1,215.12	\$ 5,105.54
495	Jun-54	\$ 7,579.46	\$ 187,605.07	\$ 2,473.92	\$ 1,250.70	\$ 1,223.22	\$ 5,105.54
496	Jul-54	\$ 7,579.46	\$ 186,381.85	\$ 2,473.92	\$ 1,242.55	\$ 1,231.37	\$ 5,105.54
497	Aug-54	\$ 7,579.46	\$ 185,150.48	\$ 2,473.92	\$ 1,234.34	\$ 1,239.58	\$ 5,105.54
498	Sep-54	\$ 7,579.46	\$ 183,910.90	\$ 2,473.92	\$ 1,226.07	\$ 1,247.84	\$ 5,105.54
499	Oct-54	\$ 7,579.46	\$ 182,663.06	\$ 2,473.92	\$ 1,217.75	\$ 1,256.16	\$ 5,105.54
500	Nov-54	\$ 7,579.46	\$ 181,406.89	\$ 2,473.92	\$ 1,209.38	\$ 1,264.54	\$ 5,105.54
501	Dec-54	\$ 7,579.46	\$ 180,142.36	\$ 2,473.92	\$ 1,200.95	\$ 1,272.97	\$ 5,105.54
502	Jan-55	\$ 7,806.85	\$ 178,869.39	\$ 2,473.92	\$ 1,192.46	\$ 1,281.45	\$ 5,332.93
503	Feb-55	\$ 7,806.85	\$ 177,587.93	\$ 2,473.92	\$ 1,183.92	\$ 1,290.00	\$ 5,332.93
504	Mar-55	\$ 7,806.85	\$ 176,297.94	\$ 2,473.92	\$ 1,175.32	\$ 1,298.60	\$ 5,332.93
505	Apr-55	\$ 7,806.85	\$ 174,999.34	\$ 2,473.92	\$ 1,166.66	\$ 1,307.25	\$ 5,332.93
506	May-55	\$ 7,806.85	\$ 173,692.08	\$ 2,473.92	\$ 1,157.95	\$ 1,315.97	\$ 5,332.93
507	Jun-55	\$ 7,806.85	\$ 172,376.11	\$ 2,473.92	\$ 1,149.17	\$ 1,324.74	\$ 5,332.93
508	Jul-55	\$ 7,806.85	\$ 171,051.37	\$ 2,473.92	\$ 1,140.34	\$ 1,333.57	\$ 5,332.93
509	Aug-55	\$ 7,806.85	\$ 169,717.80	\$ 2,473.92	\$ 1,131.45	\$ 1,342.47	\$ 5,332.93
510	Sep-55	\$ 7,806.85	\$ 168,375.33	\$ 2,473.92	\$ 1,122.50	\$ 1,351.41	\$ 5,332.93
511	Oct-55	\$ 7,806.85	\$ 167,023.92	\$ 2,473.92	\$ 1,113.49	\$ 1,360.42	\$ 5,332.93
512	Nov-55	\$ 7,806.85	\$ 165,663.49	\$ 2,473.92	\$ 1,104.42	\$ 1,369.49	\$ 5,332.93
513	Dec-55	\$ 7,806.85	\$ 164,294.00	\$ 2,473.92	\$ 1,095.29	\$ 1,378.62	\$ 5,332.93
514	Jan-56	\$ 8,041.05	\$ 162,915.37	\$ 2,473.92	\$ 1,086.10	\$ 1,387.81	\$ 5,567.13
515	Feb-56	\$ 8,041.05	\$ 161,527.56	\$ 2,473.92	\$ 1,076.85	\$ 1,397.07	\$ 5,567.13
516	Mar-56	\$ 8,041.05	\$ 160,130.49	\$ 2,473.92	\$ 1,067.54	\$ 1,406.38	\$ 5,567.13
517	Apr-56	\$ 8,041.05	\$ 158,724.11	\$ 2,473.92	\$ 1,058.16	\$ 1,415.76	\$ 5,567.13
518	May-56	\$ 8,041.05	\$ 157,308.36	\$ 2,473.92	\$ 1,048.72	\$ 1,425.19	\$ 5,567.13
519	Jun-56	\$ 8,041.05	\$ 155,883.16	\$ 2,473.92	\$ 1,039.22	\$ 1,434.70	\$ 5,567.13
520	Jul-56	\$ 8,041.05	\$ 154,448.47	\$ 2,473.92	\$ 1,029.66	\$ 1,444.26	\$ 5,567.13
521	Aug-56	\$ 8,041.05	\$ 153,004.21	\$ 2,473.92	\$ 1,020.03	\$ 1,453.89	\$ 5,567.13
522	Sep-56	\$ 8,041.05	\$ 151,550.32	\$ 2,473.92	\$ 1,010.34	\$ 1,463.58	\$ 5,567.13
523	Oct-56	\$ 8,041.05	\$ 150,086.74	\$ 2,473.92	\$ 1,000.58	\$ 1,473.34	\$ 5,567.13
524	Nov-56	\$ 8,041.05	\$ 148,613.40	\$ 2,473.92	\$ 990.76	\$ 1,483.16	\$ 5,567.13
525	Dec-56	\$ 8,041.05	\$ 147,130.24	\$ 2,473.92	\$ 980.87	\$ 1,493.05	\$ 5,567.13
526	Jan-57	\$ 8,282.28	\$ 145,637.19	\$ 2,473.92	\$ 970.91	\$ 1,503.00	\$ 5,808.37
527	Feb-57	\$ 8,282.28	\$ 144,134.18	\$ 2,473.92	\$ 960.89	\$ 1,513.02	\$ 5,808.37
528	Mar-57	\$ 8,282.28	\$ 142,621.16	\$ 2,473.92	\$ 950.81	\$ 1,523.11	\$ 5,808.37
529	Apr-57	\$ 8,282.28	\$ 141,098.05	\$ 2,473.92	\$ 940.65	\$ 1,533.26	\$ 5,808.37
530	May-57	\$ 8,282.28	\$ 139,564.79	\$ 2,473.92	\$ 930.43	\$ 1,543.49	\$ 5,808.37
531	Jun-57	\$ 8,282.28	\$ 138,021.30	\$ 2,473.92	\$ 920.14	\$ 1,553.77	\$ 5,808.37
532	Jul-57	\$ 8,282.28	\$ 136,467.53	\$ 2,473.92	\$ 909.78	\$ 1,564.13	\$ 5,808.37
533	Aug-57	\$ 8,282.28	\$ 134,903.40	\$ 2,473.92	\$ 899.36	\$ 1,574.56	\$ 5,808.37
534	Sep-57	\$ 8,282.28	\$ 133,328.84	\$ 2,473.92	\$ 888.86	\$ 1,585.06	\$ 5,808.37
535	Oct-57	\$ 8,282.28	\$ 131,743.78	\$ 2,473.92	\$ 878.29	\$ 1,595.63	\$ 5,808.37
536	Nov-57	\$ 8,282.28	\$ 130,148.15	\$ 2,473.92	\$ 867.65	\$ 1,606.26	\$ 5,808.37
537	Dec-57	\$ 8,282.28	\$ 128,541.89	\$ 2,473.92	\$ 856.95	\$ 1,616.97	\$ 5,808.37
538	Jan-58	\$ 8,530.75	\$ 126,924.92	\$ 2,473.92	\$ 846.17	\$ 1,627.75	\$ 6,056.83
539	Feb-58	\$ 8,530.75	\$ 125,297.17	\$ 2,473.92	\$ 835.31	\$ 1,638.60	\$ 6,056.83
540	Mar-58	\$ 8,530.75	\$ 123,658.57	\$ 2,473.92	\$ 824.39	\$ 1,649.53	\$ 6,056.83
541	Apr-58	\$ 8,530.75	\$ 122,009.04	\$ 2,473.92	\$ 813.39	\$ 1,660.52	\$ 6,056.83
542	May-58	\$ 8,530.75	\$ 120,348.52	\$ 2,473.92	\$ 802.32	\$ 1,671.59	\$ 6,056.83
543	Jun-58	\$ 8,530.75	\$ 118,676.92	\$ 2,473.92	\$ 791.18	\$ 1,682.74	\$ 6,056.83
544	Jul-58	\$ 8,530.75	\$ 116,994.18	\$ 2,473.92	\$ 779.96	\$ 1,693.96	\$ 6,056.83
545	Aug-58	\$ 8,530.75	\$ 115,300.23	\$ 2,473.92	\$ 768.67	\$ 1,705.25	\$ 6,056.83
546	Sep-58	\$ 8,530.75	\$ 113,594.98	\$ 2,473.92	\$ 757.30	\$ 1,716.62	\$ 6,056.83

547	Oct-58	\$ 8,530.75	\$ 111,878.36	\$ 2,473.92	\$ 745.86	\$ 1,728.06	\$ 6,056.83
548	Nov-58	\$ 8,530.75	\$ 110,150.30	\$ 2,473.92	\$ 734.34	\$ 1,739.58	\$ 6,056.83
549	Dec-58	\$ 8,530.75	\$ 108,410.72	\$ 2,473.92	\$ 722.74	\$ 1,751.18	\$ 6,056.83
550	Jan-59	\$ 8,786.67	\$ 106,659.54	\$ 2,473.92	\$ 711.06	\$ 1,762.85	\$ 6,312.76
551	Feb-59	\$ 8,786.67	\$ 104,896.69	\$ 2,473.92	\$ 699.31	\$ 1,774.61	\$ 6,312.76
552	Mar-59	\$ 8,786.67	\$ 103,122.08	\$ 2,473.92	\$ 687.48	\$ 1,786.44	\$ 6,312.76
553	Apr-59	\$ 8,786.67	\$ 101,335.65	\$ 2,473.92	\$ 675.57	\$ 1,798.35	\$ 6,312.76
554	May-59	\$ 8,786.67	\$ 99,537.30	\$ 2,473.92	\$ 663.58	\$ 1,810.33	\$ 6,312.76
555	Jun-59	\$ 8,786.67	\$ 97,726.96	\$ 2,473.92	\$ 651.51	\$ 1,822.40	\$ 6,312.76
556	Jul-59	\$ 8,786.67	\$ 95,904.56	\$ 2,473.92	\$ 639.36	\$ 1,834.55	\$ 6,312.76
557	Aug-59	\$ 8,786.67	\$ 94,070.01	\$ 2,473.92	\$ 627.13	\$ 1,846.78	\$ 6,312.76
558	Sep-59	\$ 8,786.67	\$ 92,223.22	\$ 2,473.92	\$ 614.82	\$ 1,859.10	\$ 6,312.76
559	Oct-59	\$ 8,786.67	\$ 90,364.13	\$ 2,473.92	\$ 602.43	\$ 1,871.49	\$ 6,312.76
560	Nov-59	\$ 8,786.67	\$ 88,492.64	\$ 2,473.92	\$ 589.95	\$ 1,883.97	\$ 6,312.76
561	Dec-59	\$ 8,786.67	\$ 86,608.67	\$ 2,473.92	\$ 577.39	\$ 1,896.53	\$ 6,312.76
562	Jan-60	\$ 9,050.27	\$ 84,712.15	\$ 2,473.92	\$ 564.75	\$ 1,909.17	\$ 6,576.36
563	Feb-60	\$ 9,050.27	\$ 82,802.98	\$ 2,473.92	\$ 552.02	\$ 1,921.90	\$ 6,576.36
564	Mar-60	\$ 9,050.27	\$ 80,881.08	\$ 2,473.92	\$ 539.21	\$ 1,934.71	\$ 6,576.36
565	Apr-60	\$ 9,050.27	\$ 78,946.37	\$ 2,473.92	\$ 526.31	\$ 1,947.61	\$ 6,576.36
566	May-60	\$ 9,050.27	\$ 76,998.76	\$ 2,473.92	\$ 513.33	\$ 1,960.59	\$ 6,576.36
567	Jun-60	\$ 9,050.27	\$ 75,038.17	\$ 2,473.92	\$ 500.25	\$ 1,973.66	\$ 6,576.36
568	Jul-60	\$ 9,050.27	\$ 73,064.51	\$ 2,473.92	\$ 487.10	\$ 1,986.82	\$ 6,576.36
569	Aug-60	\$ 9,050.27	\$ 71,077.69	\$ 2,473.92	\$ 473.85	\$ 2,000.07	\$ 6,576.36
570	Sep-60	\$ 9,050.27	\$ 69,077.62	\$ 2,473.92	\$ 460.52	\$ 2,013.40	\$ 6,576.36
571	Oct-60	\$ 9,050.27	\$ 67,064.22	\$ 2,473.92	\$ 447.09	\$ 2,026.82	\$ 6,576.36
572	Nov-60	\$ 9,050.27	\$ 65,037.40	\$ 2,473.92	\$ 433.58	\$ 2,040.33	\$ 6,576.36

**EXHIBIT C**  
**TENANT NOTIFICATION LETTER**

US Cellular  
Attn: Lease Administration  
8410 W Bryn Mawr Ave  
Chicago, IL 60631

**Site Address: 1016 Dupont Road, Fort Wayne, IN 46845; Site ID: 884403**

APWII Site Name: FORT WAYNE-DUPONT

APWII CRM #L339058

*Re: That certain TOWER ATTACHEMENT LICENSE AGREEMENT dated October 1, 2004, by and between Utility Center, Inc. dba Aqua Indiana, Inc., an Indiana corporation, as licensor, and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, as licensee; as assigned, transferred, and amended.*

Dear Sir/Madam:

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "AP Wireless Investments I, LLC," subject to any further instructions you may hereafter receive from AP Wireless Investments I, LLC, and should be delivered to **AP Wireless Investments I, LLC, Attn: Ryan McGee, 9373 Towne Centre Dr., Suite 200, San Diego, CA 92121**. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease. Any future communications regarding any amounts payable by you to Landlord under the Lease should be made as directed by AP WIRELESS INVESTMENTS I, LLC. If you have any questions about the foregoing, please contact Eric Overman at (646) 912-8058.

Sincerely,

**Board of Public Works, City of Fort Wayne**

By:  
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne Board of Public Works

**EXHIBIT C**  
**TENANT NOTIFICATION LETTER**

T-Mobile, USA  
Attn: Lease Compliance  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

**Site Address: 1016 Dupont Road, Fort Wayne, IN 46825; Site ID: MW06540**

APWII Site Name: FORT WAYNE-DUPONT

APWII CRM #L339058

*Re: That certain STANDARD LEASE AGREEMENT dated May 5, 1998, by and between Utility Center, Inc., as lessor, and Omnipoint Communications Midwest Operations, LLC, a Delaware limited liability company, as licensee; as assigned, transferred, and amended.*

Dear Sir/Madam:

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "AP Wireless Investments I, LLC," subject to any further instructions you may hereafter receive from AP Wireless Investments I, LLC, and should be delivered to **AP Wireless Investments I, LLC, Attn: Ryan McGee, 9373 Towne Centre Dr., Suite 200, San Diego, CA 92121**. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease. Any future communications regarding any amounts payable by you to Landlord under the Lease should be made as directed by AP WIRELESS INVESTMENTS I, LLC. If you have any questions about the foregoing, please contact Eric Overman at (646) 912-8058.

Sincerely,

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

By:  
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne Board of Public Works

**EXHIBIT D**  
**LIENS AND ENCUMBRANCES**

1. Taxes  
 Calendar year: 2012  
 Amount: TAX EXEMPT  
 Parcel ID #: 02-07-01-201-001.000-073  
 Paid through: The property shown herein is now listed as tax-exempt for the year 2012.  
 This Title Report is subject to all taxes which may be hereafter levied against said property.  
 Assessment: TAX EXEMPT (total = land and improvements, if any)
2. Type of Deed: Warranty Deed  
 From: Robert C. Werkman and Verna O. Jackson (Werman), husband and wife  
 To: Utility Development, Corporation, an Indiana corporation  
 Dated: 11/10/1977  
 Recorded on: 11/14/1977  
 Recorded in: Instrument No. K11607
3. Document: Certificate of Merger  
 From: Utility Development Corporation  
 To: Inbalco, Inc.  
 Dated: 09/01/1981  
 Recorded on: 09/09/1981  
 Recorded in: Instrument No. 81-018523
4. Document: Certificate of Amendment  
 From: Inbalco, Inc.  
 To: Utility Center, Inc.  
 Dated: 10/16/1981  
 Recorded on: 10/20/1981  
 Recorded in: Instrument No. 81-021107
5. Document: Resolution of Possession  
 From: The Utility Center, Inc. D/B/A AquaSource North Sewer and Water Systems  
 To: The City of Fort Wayne, Indiana  
 Dated: 12/12/2007  
 Recorded on: 08/27/2009  
 Recorded in: Instrument No. 2009045108

**Exhibit E**  
**MEMORANDUM**

**[See following page]**

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

AP WIRELESS INVESTMENTS I, LLC  
9373 Towne Centre Dr., Suite 200  
San Diego, CA 92121

Attn: Eric M. Overman

MEMORANDUM OF ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS

This Memorandum of Assignment of Lease Rents and Successor Lease Rents (this "Memorandum") is made as of *March 29*, 2013 by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Landlord"), and AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company ("APWII").

A. Landlord, as lessor, successor in interest to Utility Center, Inc., an Indiana corporation, and Omnipont Communications Midwest Operations, LLC, a Delaware limited liability company, as lessee ("T-Mobile"), are parties to that certain lease agreement ("T-Mobile Lease") dated May 5, 1998, and whereas Landlord, as lessor, successor in interest to Utility Center, Inc. dba Aqua Indiana, Inc., an Indiana corporation, and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC, as lessee ("US Cellular"), are parties to that certain lease agreement ("US Cellular Lease") dated May 5, 1998; T-Mobile and US Cellular shall collectively, be referred to as ("Tenant"), and the T-Mobile Lease and US Cellular Lease shall be collectively be referred to as the ("Lease") covering the premises commonly known as 13323 Coldwater Road, Fort Wayne, IN 46845 and as further described in Exhibit A hereto (the "Premises").

B. Landlord and APWII are parties to an Assignment of Lease Rents and Successor Lease Rents dated as of *March 29*, 2013 (the "Agreement"), pursuant to which Landlord has, among other things, assigned to APWII its right, title and interest in all monies payable under the Lease and any Successor Lease (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise) (the "Rents"). The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of APWII's rights under the Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has assigned and hereby does sell and assign all of its right, title and interest in and to the Rents to APWII, on the terms and subject to the conditions set forth in the Agreement. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on May 1, 2063. Landlord has retained all of Landlord's obligations and liabilities under the Lease or a Successor Lease. The term of the assignment of the Lease, and of a Successor Lease, is subject to extension on the terms and conditions set forth in the Agreement.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by APWII at the address of APWII above, and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

**Landlord:**

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

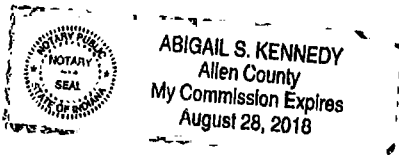
By: *Benjamin Groeneweg*  
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne Board of Public Works, per the attached resolution

Address: 200 East Berry Street, Suite 240  
City: Fort Wayne  
State: Indiana  
Zip: 46802-2736  
Tel: (260) 427-1365  
Fax: (260) 427-8572

STATE OF INDIANA }  
                                  } SS  
COUNTY OF ALLEN }

BEFORE ME, a Notary Public, in and for said County and State, this *20th* day of *March*, 2013, personally appeared the within named Ben Groeneweg by me personally known, who being by me duly sworn said that he is the Program Manager: Utility Asset Management and Sustainability of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, and that he signed said instrument on behalf of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



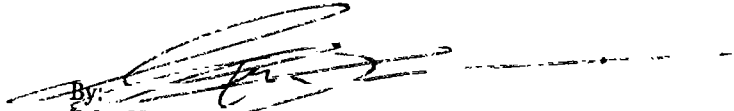
*Abigail S. Kennedy*  
Notary Public  
*Abigail S. Kennedy*  
Printed Name of Notary

My commission expires:

*August 28, 2018*  
Resident of *Allen* County

Assignment of Lease Rents and Successor Lease Rents made as of March 29, 2013 by and between AP Wireless Investments I, LLC, a Delaware limited liability company, and the Board of Public Works, City of Fort Wayne.

AP WIRELESS INVESTMENTS I, LLC

By:   
Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121

STATE OF California }  
COUNTY OF San Diego }

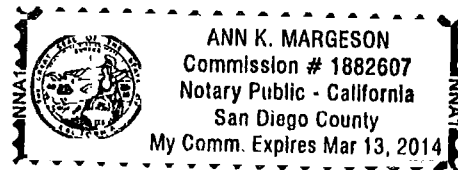
On March 25, 2013 before me, Ann K. Margeson, Notary Public,  
(Name of Notary Public and Title)

Personally appeared ERIC M. OVERMAN who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Ann K. Margeson (seal)



**EXHIBIT F****LEGAL DESCRIPTION OF PROPERTY****[LEGAL DESCRIPTION]**

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 degr. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 degr. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 degr. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, more or less.

AND BEING the same property conveyed to Utility Development, Corporation, an Indiana corporation from Robert C. Werkman and Verna O. Jackson (Werkman), husband and wife by Warranty Deed dated November 10, 1977 and recorded November 14, 1977 in Instrument No. K11607; AND FURTHER CONVEYED to Inbalco, Inc. from Utility Development Corporation by Certificate of Merger dated September 01, 1981 and recorded September 09, 1981 in Instrument No. 81-018523; AND FURTHER CONVEYED to Utility Center, Inc. from Inbalco, Inc. by Certificate of Amendment dated October 16, 1981 and recorded October 20, 1981 in Instrument No. 81-021107; AND FURTHER CONVEYED to The City of Fort Wayne, Indiana from The Utility Center, Inc. D/B/A AquaSource North Sewer and Water Systems by Resolution of Possession dated December 12, 2007 and recorded August 27, 2009 in Instrument No. 2009045108.  
Tax Parcel No. 02-07-01-201-001.000-073

**EXHIBIT G****RIDER**

**RIDER TO MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE  
("CITY"), AND AP WIRELESS INVESTMENT 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY ("APWII")**

Notwithstanding anything to the contrary contained therein, the Memorandum of Understanding and the Assignment of Lease Rents and Successor Lease Rents attached thereto as Exhibit A-1 are subject to the following provisions:

1. Landlord operates upon the site an elevated water tank used in the provision of potable drinking water for the citizens of Fort Wayne, Indiana ("Water Tower"). Regardless of the terms and provisions set forth in the Memorandum of Understanding and Assignment of Lease Rents and Successor Lease Rents, Landlord reserves the following rights and privileges:
  - (a) Landlord retains the right to maintain security in and around the Water Tower commensurate with industry standards for municipal water supplies;
  - (b) Landlord retains the right to maintain the Water Tower and its associated equipment and systems in accordance with industry standards for municipal water supplies, and actions taken by Landlord in furtherance of such maintenance of the Water Tower and associated equipment and systems shall not constitute a default under the terms and conditions of this Agreement.
  - (c) Landlord shall at all times retain the right to act as it deems necessary with regard to the Water Tower and its associated equipment and systems to protect and secure the public health, safety and welfare, to counteract public or utility emergencies, and to react to catastrophic events, extremes of weather, riots, labor strife and acts of God or war, and such acts by Landlord shall not constitute a default under the terms and conditions of this Agreement.
2. Notwithstanding anything contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents, Landlord shall at all times retain the right to approve all Successor Tenants and all Successor Leases proposed by APWII during the term of the Assignment of Lease Rents and Successor Lease Rents. To the extent that APWII shall locate a proposed Successor Tenant or Successor Lease, APWII shall provide notice to Landlord of any proposed Successor Tenant or any proposed Successor Lease and Landlord shall have a period of thirty (30) days within which to either accept or reject the proposed Successor Tenant or proposed Successor Lease. Landlord may accept or reject said proposed Successor Tenant or proposed Successor Lease in its sole and unmitigated discretion.
3. (a). Notwithstanding anything else contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents, Landlord shall have the right to terminate the Assignment of Lease Rents and Successor Lease Rents, , upon one hundred thirty-five (135) days prior written notice ("Termination Notice"), subject to the following terms and conditions:
  - (i). Provided that Landlord is not otherwise in default of the terms and conditions of the Assignment of Lease Rents and Successor Lease Rents, Landlord shall prepare and send to APWII a Termination Notice which identifies and describes, in Landlord's determination, existing defects making

the Water Tower structurally unsound and, in the interest of the public health, safety and welfare, should be demolished and removed; (collectively "Landlord Termination Rights").

(ii). The Termination Notice shall also identify an independent qualified engineer that Landlord wishes to engage to perform a structural analysis of the Water Tower deemed by Landlord to be structurally unsound. Within thirty (30) days of receiving the Termination Notice, APWII shall approve or reject the engineer identified by Landlord. APWII may only reject the proposed engineer, if the engineer's training, experience, and background is of a commercial standard that is less than the objectively reasonable standard for engineers of the locale. APWII's failure to respond to the Termination Notice within thirty (30) days of receiving the Termination Notice shall be deemed an acceptance of the proposed engineer.

(iii). Within the Termination Notice period described in Section 3(a), the selected engineer shall provide a report detailing the findings and structural analysis of the identified Water Tower ("Engineer Report").

(iv). In the event the Engineer Report concludes that the identified Water Tower is structurally unsound and should be demolished or removed, Landlord shall use commercially reasonable efforts to relocate any Tenants displaced by the exercise of the Landlord Termination Rights, to property owned or controlled by Landlord ("Tenant Relocation"). Upon successful Tenant Relocation, it is understood and agreed that APWII shall continue to act as exclusive servicer (pursuant to Section 5 of the Assignment of Lease Rents and Successor Lease Rents), and shall be entitled to demand, receive, and collect Rents payable by the relocated Tenant, in accordance with, and for the term of, the Assignment of Lease Rents and Successor Lease Rents. In the event the Engineer Report concludes that the identified Water Tower is structurally unsound and should be demolished or removed, and Tenant Relocation is not feasible, or not capable of being accomplished through the use of commercially reasonable efforts, then Landlord shall be entitled to terminate the Assignment of Lease Rents and Successor Lease Rents without penalty.

(v). In the event the Engineer Report concludes that the identified Water Tower is structurally sound, and there exists no risk or threat to public safety through continued use of the identified Water Tower, then Landlord shall not be entitled to exercise the Landlord Termination Rights, and the Assignment of Lease Rents and Successor Lease Rents shall remain in full force and effect.

4. Notwithstanding anything else contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents to the contrary, which specifically includes, but is not limited to, Section 6(b) of the Assignment of Lease Rents and Successor Lease Rents, Landlord shall not be liable for the payment of the Lease Rents or Successor Lease Rents and the same shall not constitute an obligation of Landlord. APWII agrees to look solely to the Lease Rents and Successor Lease Rents for repayment of the purchase price paid.

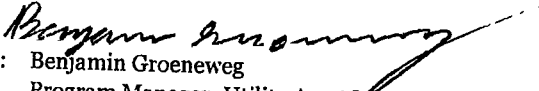
5. APWII agrees that any and all legal opinions obtained in connection with the transaction by APWII shall include Landlord as a reliance party and shall be provided solely at the expense of APWII.

6. The closing of the transaction contemplated by this Memorandum of Understanding shall be subject to the approval by Landlord and Landlord's counsel of all closing documents.

*[SIGNATURES ON FOLLOWING PAGE]*

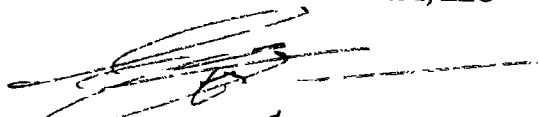
IN WITNESS WHEREOF the parties have duly executed this Memorandum of Understanding this **29**  
day of *March*, 2013.

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

By:   
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and  
Sustainability  
Authorized signatory on behalf of the Fort Wayne  
Board of Public Works, per the attached resolution

Address: 200 East Berry Street, Suite 240  
City: Fort Wayne  
State: Indiana  
Zip: 46802-2736  
Tel: (260) 427-1365  
Fax: (260) 427-8572

**AP Wireless Investments I, LLC**

  
Print name: *Eric M Overman*  
Title: *CEO*

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

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

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE, INDIANA,  
AUTHORIZING MARKETING AGREEMENTS  
AND THE ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS**

**RESOLUTION NUMBER 100-3-27-13-1**

WHEREAS, the City of Fort Wayne, Indiana (hereinafter referred to as the "City"), owns certain real property and the water towers located thereon located at 7602 Bass Road, Fort Wayne, Indiana, 46804 (hereinafter referred to as the "West Side" location), 13323 Coldwater Road, Fort Wayne, Indiana, 46845 (hereinafter referred to as the "Coldwater" location), and 1016 Dupont Road, Fort Wayne, Indiana, 46825 (hereinafter referred to as the "Dupont" location), all three (3) locations being described more particularly in Exhibit "A", attached hereto and made a part of this Resolution by this reference; and

WHEREAS, the City as Lessor, currently leases space on the water towers at the above mentioned locations to certain wireless communication companies and carriers (hereinafter referred to as the "Existing Leases"); and

WHEREAS, AP Wireless Investment I, LLC (hereinafter referred to as "APW") wishes to purchase the City's rights to collect rents and/or lease payments as delineated in the Existing Leases; and

WHEREAS, the City wishes to sell and assign the City's rights to collect rents and/or lease payments from the Existing Leases to APW; and

WHEREAS, the City-owned water towers located at the West Side, Coldwater, and Dupont locations all have extra space on top of the water towers that could facilitate more wireless communications antennae; and

WHEREAS, APW has agreed to pay the City for APW's right to market said extra space to wireless communications companies and carriers; and

WHEREAS, the City wishes to allow APW to market said extra space in exchange for financial consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

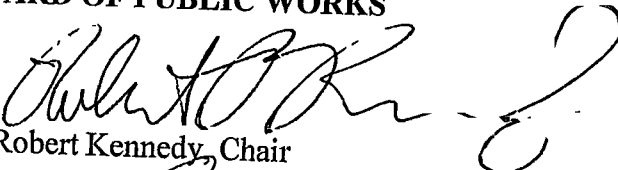
1. That the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter referred to as the "Board") approves the Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW.
2. That the Board approves the Antenna Site Marketing and Services Agreement agreements between the City and APW.

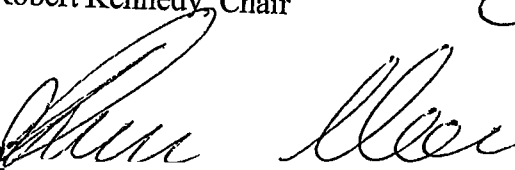
3. That the Board approves the Memorandum of Understanding agreements between the City and APW.
4. That the Board hereby authorizes Benjamin Groeneweg, Program Manager of Utility Asset Management and Sustainability with Fort Wayne City Utilities Engineering, to sign in the name of and on behalf of the Board, the three (3) Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW, the three (3) Antenna Site Marketing and Services Agreement agreements between the City and APW, and the three (3) Memorandum of Understanding agreements between the City and APW.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

**APPROVED** this 27<sup>th</sup> day of March, 2013.

**BOARD OF PUBLIC WORKS**

By:   
Robert Kennedy, Chair

By:   
Kumar Menon, Member

By:   
Mike Avila, Member

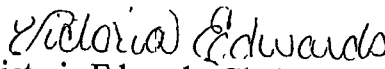
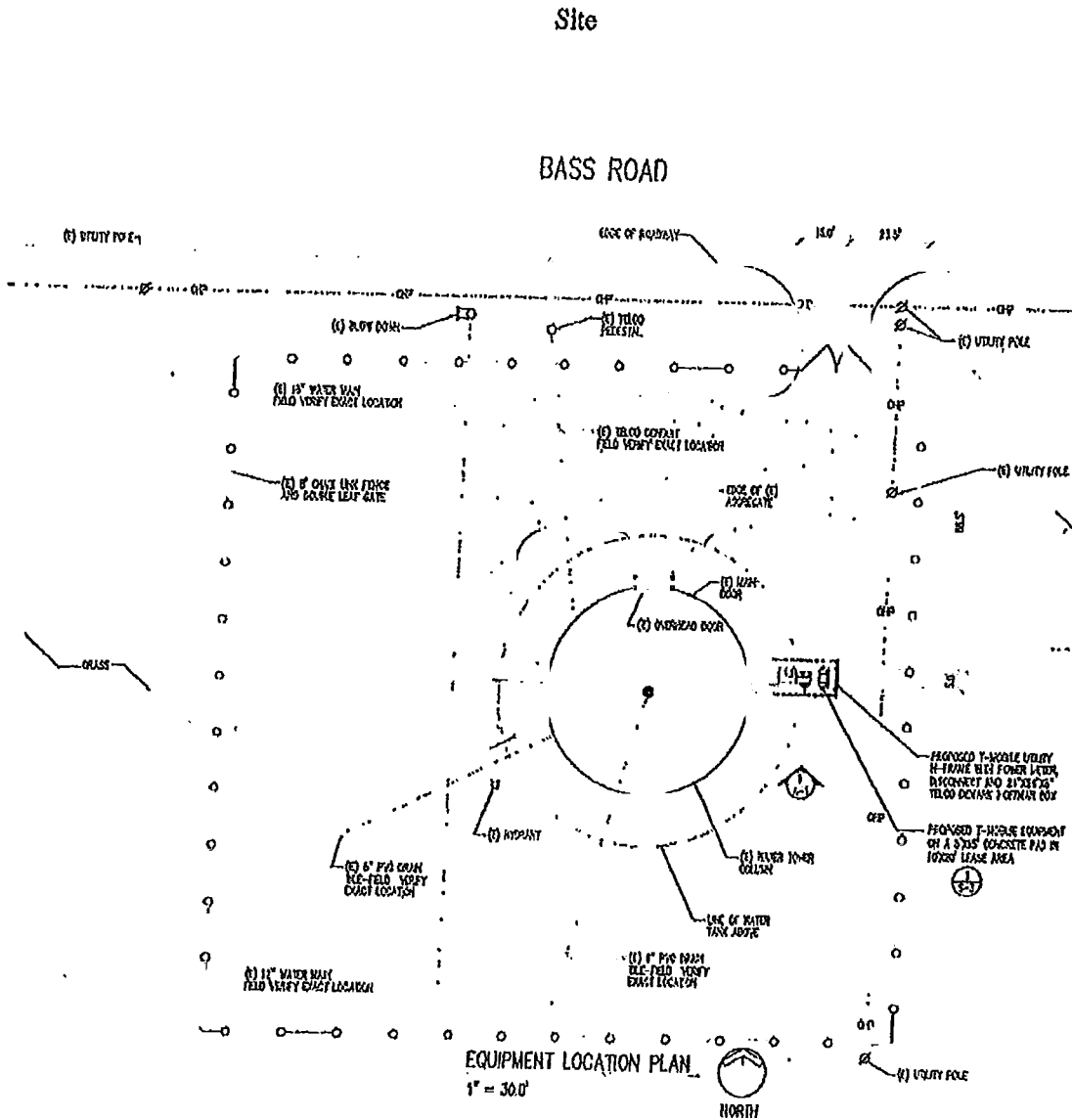
Attest:   
Victoria Edwards, Clerk

EXHIBIT "A" Page 1  
 "West-Side" Location



Part of the West 206.5 feet of  
 the East 1699.75 feet of the  
 North 208.7 feet of the North-west  
 Quarter of Section 1, Aboite Township.

EXHIBIT "A" Page 7  
"Co cwa-cr" Location

Parcel I:

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of the Northeast One-Quarter of said Section 28, a distance of 260.0 feet (deed) to the Southeast corner of a tract of land owned by Irving Ready Mix in Deed Record 489, page 413; thence North 89°48'10" West and parallel to the North line of said Northeast One-Quarter, and along the South line of said Irving Ready Mix parcel, a distance of 187.40 feet to a 5/8 inch diameter iron pin set at the Point of Beginning.

Beginning at the above described point; thence South 00°11'50" West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89°48'10" West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00°11'50" East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89°48'10" East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

Parcel II:

A non-exclusive easement for the purpose of ingress and egress, for the benefit of Parcel I as created by Corporate Warranty Deed dated July 27, 2001 and recorded July 31, 2001 as Document Number 201052860 over and across the following described real estate in Allen County:

A twenty (20) foot ingress and egress easement, lying ten (10) feet on both sides of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 32, Range 12 East, in Allen County, Indiana, as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of said Section 28, a distance of 260.1 feet; thence North 89°48'10" West, a distance of 187.40 feet; thence South 00°11'50" West, a distance of 56.00 feet to the point of beginning; thence South 89°48'10" East, a distance of 147.76 feet to the point of terminus of said easement.

EX-1 B1 "A" Page 3  
 "Dupon-" Location

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE EXECUTION OF A FORM OF INSTRUMENT, PRINTING IN BLANK SPACES, STAKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
 Utility Development Corporation  
 c/o Utility Center  
 927 S. Harrison  
 Fort Wayne, Ind, 46802

**WARRANTY DEED** 77-033218

This Indenture witnesseth that **ROBERT C. WERKMAN and VERNA O. JACKSON** (WERKMAN), husband and wife, and each over the age of eighteen (18) years,

of **Allen** County in the State of **Indiana**

Convey and warrant to **UTILITY DEVELOPMENT, CORPORATION, an Indiana Corporation,**

of **Allen** County in the State of **Indiana** for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in **Allen** County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, **Allen** County, ss:  
 Before me, the undersigned, a Notary Public in and for said County and State, this **10th** day of November 1977 personally appeared:

Dated this **10th** day of November, 19**77**

**Robert C. Werkman and Verna O. Jackson** (Werkman), husband and wife, and each over the age of eighteen (18) years.

*Robert C. Werkman* Seal  
**ROBERT C. WERKMAN**

*Verna O. Jackson* Seal  
**VERNA O. JACKSON (WERKMAN)**

and acknowledged the execution of the foregoing deed, in witness whereof, I have hereunto subscribed my name and affixed my official seal, at the place and date above written.

*Robert W. Haller*  
**ROBERT W. HALLER**  
 Notary Public

**DULY ENTERED FOR TAXATION:**  
**NOV-14-1977**

*James M. Uebelacker* Seal  
**AUDITOR OF ALLEN COUNTY**

This Instrument prepared by: **Robert W. Haller**

Attorney: **Lawrence E. Shine**  
 200 Strauss Bldg.

Attorney at Law  
**INSTRUMENT # 11607**  
 CONTAINS THE ALLEN COUNTY BOVANA BAR ASSOCIATION DR. LIT.

## Antenna Site Marketing and Services Agreement

This Antenna Site Marketing and Services Agreement (this "Agreement") is made and entered into as of this 29 day of March, 2013, by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Site Owner") and AP WIRELESS INVESTMENTS I, LLC (hereinafter "APWII").

### BACKGROUND:

- A. The Site Owner is of the opinion that APWII has the necessary qualifications, experience, and abilities to provide marketing and consulting services in connection with the marketing of the property located at 7602 Bass Road, Fort Wayne, IN 46804 (the "Property") belonging to the Site Owner.
- B. APWII is agreeable to providing such services to the Site Owner, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Engagement:** The Site Owner hereby agrees to engage APWII to provide the Site Owner with services consisting of marketing the Property to prospective companies looking to place antennas and build wireless communications infrastructure (known as "New Site Users"), and such other services as the Site Owner and APWII may agree upon from time to time (the "Services"), and APWII hereby agrees to provide these Services to the Site Owner.
2. **Term of Agreement:** The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a period of five (5) years, with the said term being capable of extension by mutual written agreement of the parties.
3. **Performance:** Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. **Compensation:** For the Services provided by APWII under this Agreement, the Site Owner will pay to APWII compensation in the following manner: Upon contract signature with a new site user (outside the agreed upon Easement area), APWII will be paid an amount of twenty percent (20%) of the contract license fee, for as long as the contract remains in existence, payable on the 10<sup>th</sup> day of each month.
5. **Assignment:** This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of APWII. APWII will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Site Owner.
6. **Capacity/Independent Contractor:** It is expressly agreed that APWII is acting as an independent contractor and not as an employee in providing the Services hereunder. APWII and the Site Owner acknowledge that this Agreement does not create a partnership or joint venture between them.
7. **Modification of Agreement:** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

## Antenna Site Marketing and Services Agreement

8. **Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
9. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.
10. **Governing Law:** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.


IN WITNESS WHEREOF the parties have duly executed this Antenna Site Marketing and Services Agreement on the dates written below.

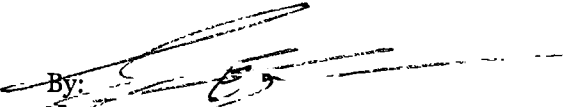
Site Owner:

APWII

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE

AP WIRELESS INVESTMENTS I, LLC

By:   
Name: Benjamin Groeneweg  
Its: Program Manager: Utility Asset Management  
and Sustainability  
Authorized signatory on behalf of the Fort  
Wayne, Board of Public Works, per the attached  
resolution

By:   
Name: Eric M. Overman  
Its: C.E.O. and General Counsel

Date: 3/29/2013

Date: 3/25/2013

Address: 200 East Berry Street, Suite 240  
City: Fort Wayne  
State: Indiana  
Zip: 46802-2736  
Tel: (260) 427-1365  
Fax: (260) 427-8572

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121  
Tel: (646) 912-8058  
Fax: (203) 549-0930

**ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS**

29 THIS ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS ("Agreement") is made as of the day of March, 2013 ("Effective Date"), by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, whose address is 200 East Berry Street, Suite 240, Fort Wayne, Indiana 46802 ("Landlord") and AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Landlord" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns.

**WHEREAS**, Landlord, as lessor, successor in interest to Utility Center, Inc., an Indiana corporation, and Cellular Chicago 20Mhz., LLC, a Delaware limited liability company doing business as U.S. Cellular, as lessee ("Tenant"), are parties to that certain lease agreement dated June 30, 2003, a copy of which is attached hereto as Exhibit A (the "Lease") covering the premises (the "Premises") therein described. Landlord's right, title and interest in all monies payable by Tenant (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise but not including payments in respect of real property taxes and assessments, insurance maintenance charges or utilities) under the Lease or by Successor Tenant (as defined below) under any Successor Lease (as defined below) (the "Rents") shall be referred to herein as the "Landlord's Interest". Landlord is the owner of the land and improvements, on which the Premises are located in the County of Allen, State of Indiana, commonly known as 13323 Coldwater Road, Fort Wayne, IN 46845 (the "Property").

**WHEREAS**, Landlord wishes to assign and APWII wishes to receive Landlord's Interest, together with all other rights and interests as described herein for the Assignment Term.

**WHEREAS**, Landlord and APWII wish to incorporate the Rider to Memorandum of Understanding ("Rider") attached hereto as Exhibit "G", and hereby incorporate the terms of the Rider as though fully set forth herein.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment: Assignment Amount; Payment.
  - (a) Subject to the rights of the Tenant under the Lease or Successor Tenant under a Successor Lease, Landlord hereby irrevocably and unconditionally assigns to APWII all of Landlord's beneficial rights, title and interests in the Rents described therein for the period commencing on the date hereof and ending on May 1, 2063 (the "Assignment Term"), with no representations or warranties of any kind other than those provided herein.
  - (b) APWII shall pay to Landlord, the amount of \$460,000.00 ("Assignment Amount") in payment of the assignment of Rents and the other rights and interests granted by Landlord to APWII as described herein. The Assignment Amount shall be in full payment of the rights granted by Landlord to APWII and Landlord shall not be entitled to any other compensation or payments of any kind under this Agreement or otherwise in connection with the Rents assignment or other rights granted to APWII under this Agreement or under any other documents executed in connection herewith.
  - (c) Landlord promises to pay to the order of APWII, at the times and in the manner provided herein, a principal sum equal to the Assignment Amount, plus interest thereon at the rate of five and seventy-two hundredths percent (5.72%) per annum (the "Stated Interest Rate"). Principal shall be payable in monthly installments in the amounts (the "Monthly Principal Amounts") set forth on Exhibit B. All interest shall be calculated on the basis of twelve 30-day months and the actual number of days elapsed.
  - (d) On or prior to the 10<sup>th</sup> calendar day of each calendar month commencing with the first calendar month after the date hereof, Landlord shall apply the Monthly Servicing Collections (as defined below) for the immediately preceding calendar month to Landlord's obligations hereunder in the following order: first, to unpaid late charges, default interest and similar charges then due from Tenant under the Lease or Successor Tenant under a Successor Lease, and to any unpaid fees, charges and expenses then due from Landlord to APWII hereunder; second, the excess, if any, to accrued but unpaid interest at the Stated Interest Rate through and including the final day of the immediately preceding calendar month; third, the excess, if any, to the Monthly Principal Amount set forth on Exhibit B with respect to the immediately preceding calendar month; and fourth, the excess, if any, to the Landlord, such excess to be accrued and paid in a lump sum within 90 days after the end of each calendar year. "Monthly Servicing Collections" shall mean, for each calendar month, the Rents received in the Servicing Account (as defined below) in respect of the Lease or Successor Lease during such calendar month.

- (e) Landlord may prepay the Assignment Amount in full, but not in part, provided that Landlord delivers unequivocal and irrevocable written notice thereof to APWII not less than 30 calendar days prior thereto, specifying the prepayment date, and pays to APWII on the date so specified, by wire transfer of immediately available funds denominated in U.S. dollars, an amount equal to the sum of (a) the remaining unpaid Assignment Amount, (b) all accrued but unpaid interest, (c) other charges due under any of the Assignment Documents and (d) a fee in an amount equal to five percent (5.0%) of the remaining unpaid Assignment Amount.
2. Assignment Absolute. This Agreement shall be a present, absolute and unconditional assignment, and shall, immediately upon execution, give APWII the right to collect all Rents. Landlord hereby irrevocably appoints APWII as its true and lawful attorney-in-fact, with full power of substitution, to demand and collect Rents and to exercise the other rights and remedies of lessor under the Lease or Successor Lease, as provided for under this Agreement[, which power is coupled with an interest].
3. Rights Assigned to APWII.
- (a) During the Assignment Term, APWII is hereby appointed as Landlord's attorney-in-fact with full power of substitution to demand and collect Rents and to exercise all rights and remedies of Landlord under the Lease or a Successor Lease granted to APWII under this Agreement[, which power and right is coupled with an interest]. Landlord covenants and agrees that Landlord remains the fee owner of the Property and Land and Landlord is not assigning and shall continue to comply with all obligations of the lessor under the Lease or a Successor Lease.
- (b) Without limiting the generality of the foregoing, upon the occurrence of an Event of Default (as defined below), APWII shall be assigned the following rights and remedies under the Lease or a Successor Lease, which rights are limited only by applicable law and by the terms of this Agreement and the terms of the Lease or a Successor Lease, which rights and remedies APWII may, in its sole discretion, elect to exercise in whole or in part, but with no obligation to do so:
- (i) to collect and receive Rents due or to become due and payable with respect to the use, occupancy or enjoyment of the Premises (provided that payments in respect of real property taxes and assessments, insurance maintenance charges or utilities shall, if and to the extent payable to Landlord by Tenant under the Lease or Successor Lease, may be paid directly by Tenant or Successor Tenant to Landlord);
  - (ii) to modify, amend or waive the Lease or Successor Lease provisions in effect during the Assignment Term modifying the Rents payment obligation under the Lease or a Successor Lease (including granting Rents concessions to the Tenant or Successor Tenant, whether in respect of amount, timing or frequency), the Tenant's or Successor Tenant's termination rights under the Lease or a Successor Lease, and the Tenant's or Successor Tenant's use rights under the Lease or a Successor Lease. Provided however, APWII may not expand the rights of Tenant under the Lease or Successor Lease under a Successor Lease;
  - (iii) to terminate the Lease or a Successor Lease or to allow Tenant or Successor Tenant to terminate the Lease or a Successor Lease, in either case, for any reason;
  - (iv) to continue the Lease or a Successor Lease in effect after Tenant's or Successor Tenant's breach, in APWII's sole discretion;
  - (v) to extend or renew the term of the Lease or a Successor Lease from time to time (but not beyond the end of the Assignment Term) or to decline to do so;
  - (vi) to grant any consent or approval under the Lease or a Successor Lease or to decline to do so, to the extent that any such consent or approval might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
  - (vii) to accept or decline an abandonment of the Premises or property installed thereon;
  - (viii) to release, revoke or re-assign any rights it may have hereunder to Landlord;
  - (ix) to exercise all of Landlord's rights and remedies under the Lease or a Successor Lease as they pertain to the collection of Rents or sums due under the Lease or a Successor Lease in such manner and in such order or combination as APWII deems appropriate in its reasonable discretion;

- (x) to commence, defend and compromise any action or proceeding relating to the Tenant's, Successor Tenant's, or Landlord's obligations under the Lease or a Successor Lease to the extent that any of the foregoing might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant and to retain or direct counsel of its choosing in any such action or proceeding;
  - (xi) to file, pursue, defend or compromise any claim or adversary proceeding in bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease;
  - (xii) to consent to, or decline to consent to, an assignment or sublease of Tenant's or Successor Tenant's interests in this Lease, Successor Lease, or the Premises to the extent that any such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant;
  - (xiii) to protect and defend its rights in the Premises (including the Landlord's rights in the Premises conveyed to APWII hereunder), or to require that the Landlord protect and defend such rights;
  - (xiv) subject to the provisions of Section 4 below, to exercise any other right or take or refuse to take any other action that Landlord would otherwise be permitted to exercise under the Lease or a Successor Lease or by any applicable federal, state, municipal and local laws, rules, ordinances, regulations and permits (collectively, "Law(s)") with respect to Tenant's or Successor Tenant's obligations under the Lease or a Successor Lease or tenancy of the Premises.
- (c) During the Assignment Term, Landlord shall not, other than to the extent required herein, including to the extent required to perform its obligations under the Lease or a Successor Lease as set forth in Section 4 below, or upon the written consent or direction of APWII, exercise any right or remedy of Landlord under the Lease, Successor Lease, or by Law to the extent that the exercise of any such right or remedy might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant. During the Assignment Term, Landlord shall take such actions as may be reasonably requested by APWII for such purpose.
- (d) [If and to the extent that any security deposit or other deposit (whether in the form of cash, letter of credit or other security) has been made by Tenant or Successor Tenant under the Lease or a Successor Lease (collectively, "Deposits"), (i) Landlord hereby assigns all of its rights, title and interests in the Deposits to APWII as of the Effective Date; (ii) if Landlord has not already done so, Landlord shall cause such Deposits to be promptly transferred to APWII; (iii) APWII shall hold and apply such Deposits during the Assignment Term in accordance with the Lease or a Successor Lease; and (iv) if the Lease or a Successor Lease is not sooner terminated or expired, APWII shall transfer any remaining Deposits back to Landlord upon the expiration of the Assignment Term.]
- (e) From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by APWII, exercise or enjoy any of the beneficial rights or remedies of lessor under the Lease or a Successor Lease to the extent that the exercise of any such rights or remedies might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.
- (f) [Notwithstanding anything to the contrary within, to the extent that the Lease requires any assignee of Landlord's rights to assume all obligations of Landlord under the Lease, then (i) Landlord also transfers and assigns to APWII, as of the Effective Date, any and all of its obligations in, to and under the Lease, (ii) APWII assumes, recognizes and is responsible for all such obligations, and (iii) Landlord shall cooperate with APWII to facilitate APWII's fulfillment of all such obligations, and Landlord shall indemnify, defend and hold harmless APWII for any performance of APWII of such obligations that reasonably relate to the Property outside of the Premises.]
4. Landlord's Ongoing Obligations. The parties hereby acknowledge that by this Agreement, APWII has not assumed any of the obligations, duties or liabilities of Landlord under the Lease or a Successor Lease. Nothing contained herein, and no action or forbearance or exercise of the rights and remedies of Landlord under the Lease or a Successor Lease on the part of APWII as permitted by this Agreement, shall constitute or be construed as an assumption by APWII of any obligation of Landlord under the Lease or a Successor Lease whether arising before, on or after the Effective Date. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any person in, on, under or about the Property, including the Premises. During the Assignment Term, Landlord shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Landlord under the Lease, Successor Lease, or by Law,

other than those assigned herein, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall:

- (a) not suffer or allow any breach, default or event of default by Landlord to occur under the Lease or a Successor Lease;
- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Lease or a Successor Lease or inducing or causing Tenant or Successor Tenant to exercise, or not to exercise, a right to renew or extend the Lease or a Successor Lease;
- (c) not perform or discharge any obligation or liability of Landlord under the Lease or a Successor Lease in a manner that would: (i) hinder, delay or otherwise adversely affect APWII's receipt and collection of Rents or the exercise by APWII of any of its other rights or remedies under the Lease or a Successor Lease granted to APWII under this Agreement; or (ii) give rise to any offset or deduction by Tenant or Successor Tenant, or the withholding by Tenant or Successor Tenant of Rents for any cause or reason whatsoever, or the assertion of any such right by Tenant or Successor Tenant;
- (d) keep and ensure that the Property and the Premises remain in compliance with all Laws;
- (e) not terminate or accept a surrender or termination of the Lease or a Successor Lease;
- (f) at Landlord's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Lease or a Successor Lease or the obligations or liabilities of the Landlord thereunder;
- (g) not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Premises, Property or the Lease or a Successor Lease which in any way is superior to or that jeopardizes in any manner or respect APWII's assignment or interest conveyed under this Agreement;
- (h) promptly pay (or ensure payment of) any and all real property, personal property and/or other taxes, levies, interests or assessments that may become due and owing relating to the Property, the Premises and any improvements located thereon;
- (i) operate and maintain the Property, Premises and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Lease or a Successor Lease, this Agreement or any assignments or agreements entered into between the Landlord and APWII;
- (j) comply with all obligations, duties and liabilities as Landlord under the Lease or a Successor Lease, and satisfy all such obligations in good faith and with due diligence;
- (k) promptly forward to APWII any written notice or communication by, to or from Landlord and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Lease or a Successor Lease or any existing or future lease or other agreement at or upon the Property or Premises or which notice may affect or relate to the Property or Premises or the operation or function thereof in any manner or respect; and
- (l) name APWII, its stockholders, members, partners, affiliates or lenders as additional named insureds under any and all property, casualty and liability insurance policies relating to the Property, the Premises or improvements or the leases or easements thereon.

Without the express prior written consent of APWII, during the Assignment Term, Landlord shall not, and shall have no authority to, amend, modify, extend or renew the Lease or a Successor Lease, or waive any default thereunder, or declare or assert the extension, renewal, termination or expiration thereof. APWII may give or withhold its consent, in its sole and absolute discretion, to the extent that such consent might decrease, or affect the timing or collectability of, any Rents actually paid or payable by Tenant or Successor Tenant.

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

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

5. Servicing By APWII.

- (a) As additional security for the payment and performance by Landlord of its obligations hereunder, Landlord hereby appoints APWII as its exclusive servicer under the Lease or Successor Lease with respect to all rights and remedies relating to the period commencing on the Effective Date and ending on the date that all amounts payable by Landlord hereunder have been paid in full. During such period and in such capacity, APWII shall have the sole and exclusive right to (i) receive and collect Rents payable with respect to the Assignment Term (provided that payments in respect of real property taxes and assessments shall, to the extent payable to the lessor under the Lease or Successor Lease, be paid by Tenant or Successor Tenant to Landlord); (ii) enforce all of the lessor's rights and remedies under the Lease or Successor Lease and applicable law at such time, in such manner and in such order or combination as APWII deems appropriate in APWII's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease; (v) decline a surrender or abandonment of the Premises by Tenant or Successor Tenant; (vi) continue the Lease or Successor Lease in effect after Tenant's or Successor Tenant's breach; (vii) extend or renew the term of the Lease or Successor Lease from time to time (but not beyond the last day of the Assignment Term), or decline to do so; (viii) collect and receive any holdover rent, (ix) grant or withhold consent to any assignment or sublease by Tenant or Successor Tenant under the Lease or Successor Lease; and (x) take any other action which the lessor is permitted to take under the Lease or Successor Lease or under applicable law with respect to Tenant's or Successor Tenant's obligations under the Lease or Successor Lease or tenancy of the Premises. APWII shall have the right from time to time to appoint any other person as successor servicer hereunder. Neither APWII nor any successor servicer appointed by APWII shall have any liability to Landlord except for actual damages, if any, resulting from the gross negligence or willful misconduct of APWII or such successor servicer, respectively.
- (b) Nothing contained herein, and no action or forbearance on the part of APWII, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rents by APWII, the enforcement of the lessor's rights and remedies under the Lease or Successor Lease nor the taking of any action which the lessor is permitted to take under the Lease or Successor Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by APWII of any obligation or liability of Landlord under the Lease or Successor Lease or in respect of the Premises. APWII shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person in, on, under or about the Premises.

6. Servicing Account; Notice to Tenant.

- (a) On or prior to the date hereof, APWII has established a deposit account (the "Servicing Account") standing in the name of APWII at PNC Bank ("Bank"). All sums deposited in the Servicing Account shall be the property of APWII, and may be commingled with other sums collected by or property of APWII. APWII shall have the exclusive right to direct Bank regarding the disposition of any and all sums now or hereafter deposited in the Servicing Account. APWII shall have the right from time to time to change the financial institution at which the Servicing Account is maintained.
- (b) Landlord shall execute and furnish to APWII a notice (the "Tenant Notification Letter") in the form of Exhibit C attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to cause Tenant to pay and deliver all Rents directly to the Servicing Account. APWII may elect also to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that APWII deems appropriate. After the Effective Date, Landlord shall notify APWII by facsimile transmission within 1 calendar day of Landlord's receipt of any payment in respect of Rents other than to the Servicing Account, and Landlord shall forward such payment to the Servicing Account within 1 business day (i) by reputable overnight courier service which

provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of APWII prior to forwarding it to the Servicing Account) or (ii) by wire transfer (if such payment was received by Landlord in any other form). If Landlord fails or refuses to forward any such payment to the Servicing Account within the time and in the manner provided herein, then, in addition to the right to receive such payment and its other rights and remedies hereunder, Assignee shall be entitled to receive a processing fee equal to the greater of (i) five hundred dollars and 00/100 (\$500.00) and (ii) fifteen percent (15.0%) of such payment.

7. Successor Lease.
  - (a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall promptly and in good faith use its best efforts to negotiate and execute a lease (a "Successor Lease") between Landlord and a new tenant (a "Successor Tenant").
  - (b) Landlord shall obtain from APWII written consent to negotiate and execute a Successor Lease between Landlord and Successor Tenant. APWII may give or withhold its consent, in its sole and absolute discretion, to the foregoing to the extent that the foregoing might decrease, or affect the timing or collectability of, any Rents payable by the tenant of a Successor Lease. In the case of refusal of such consent, Landlord shall promptly and in good faith use its best efforts to negotiate and execute a Successor Lease between Landlord and another Successor Tenant.
8. Cooperation by Landlord. From time to time hereafter, (a) Landlord shall promptly furnish to APWII such information (including documents and records in Landlord's possession, custody or control) regarding property owner's ownership of the Premises, the Lease or a Successor Lease, the Premises and Tenant as APWII reasonably requests; (b) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease or a Successor Lease) for the purpose of APWII's inspection of the Premises and improvements thereon, and such other purposes as APWII reasonably deems appropriate; and (c) Landlord shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Premises, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by the Tenant or Successor Tenant, any governmental authority or APWII, its stockholders, members, partners, affiliates or lenders. Landlord shall deliver to APWII a copy of any written communication that Landlord delivers to Tenant or Successor Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant or Successor Tenant. Landlord shall promptly deliver to APWII a copy of any written communication that Landlord receives from Tenant or Successor Tenant or any other person relating to the Lease, a Successor Lease, or the Premises. Landlord shall keep APWII reasonably informed of any other communications between Landlord, on the one hand, and Tenant or Successor Tenant, on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease, a Successor Lease, or the Premises.
9. Improvements. Landlord agrees that all antennas, telecommunications equipment, alterations and other improvements brought or made to the Premises (collectively, the "Improvements") by Tenant or Successor Tenant shall be and remain Tenant's or Successor Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Lease or a Successor Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof. Tenant or Successor Tenant, in its sole discretion, may remove the Improvements or any portion thereof at any time during the term of the Lease or a Successor Lease, without notice to Landlord and without Landlord's consent.]
10. Impositions. Landlord shall pay and perform in a timely manner all mortgages that are liens against the Premises. Landlord shall pay or cause to be paid, prior to delinquency, all taxes, real property taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and APWII shall have no obligation or liability therefor. Without limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant or Successor Tenant under the Lease or a Successor Lease, Landlord shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes. APWII may from time to time as APWII deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable.

11. Events of Default. The following events are each an "Event of Default" under this Agreement:
- (a) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Assignment Documents (as defined below), and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
  - (b) Landlord has failed to perform or observe, or cause to be performed or observed, any covenant, condition or agreement contained in the Lease or Successor Lease, and any such failure shall have continued for a period of ten (10) days after written notice of such failure; or
  - (c) Any representation or warranty made by Landlord in any of the Assignment Documents is untrue or misleading as of the date hereof; or
  - (d) Landlord has (i) applied for, or consented in writing to, the appointment of a receiver, trustee or liquidator; or (ii) filed a voluntary petition seeking relief under the Bankruptcy Code, or is unable, or admits in writing Landlord's inability to pay its debts as they become due; or (iii) made a general assignment for the benefit of creditors; or (iv) filed a petition or an answer seeking reorganization or an arrangement or a readjustment of debt with creditors, apply for, take advantage, permit or suffer to exist the commencement of any insolvency, bankruptcy, suspension of payments, reorganization, debt arrangement, liquidation, dissolution or similar event, under the law of the United States or of any state in which Landlord is a resident; or (v) filed an answer admitting the material allegations of a petition filed against Landlord in any such bankruptcy, reorganization or insolvency case or proceeding, or (vi) taken any action authorizing, or in furtherance of, any of the foregoing; or
  - (e) Either (i) an involuntary case is commenced against Landlord under the Bankruptcy Code and the petition is not contested within ten (10) days or is not dismissed within sixty (60) days after the commencement of the case or (ii) an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Landlord bankrupt or insolvent, or appointing a receiver, trustee or liquidator of Landlord or of all or substantially all of the assets of Landlord and the order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days or shall not be discharged within ten (10) days after the expiration of any stay of such order, judgment, or decree; or
  - (f) The Lease or Successor Lease or any of the Assignment Documents have been determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, or Landlord has asserted in writing that the Lease or Successor Lease or this Agreement are or may be invalid or unenforceable, in whole or in part.
12. APWII's Remedies.
- (a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then APWII shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse APWII therefor immediately upon payment by APWII thereof. If APWII so elects by written notice to Landlord, then the amount reimbursable by Landlord to APWII shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located, and such lien may be foreclosed privately or judicially if and to the extent permitted by applicable law. If and to the extent permitted by applicable law, APWII shall be subrogated to the rights of the Person to whom the Imposition was due, and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such Person with respect to the Imposition.
  - (b) If APWII determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease, a Successor Lease or any other agreement or applicable law relating to the Lease, a Successor Lease or the Premises, then APWII shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within thirty (30) days of receipt of an invoice therefor, reimburse APWII for all costs and expenses incurred by APWII in connection therewith, together with an administrative fee, in an amount not less than two hundred fifty dollars and 00/100 (\$250.00), as reasonably determined by APWII.

- (c) Upon the occurrence and during the continuance of an Event of Default, APWII may, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Assignment Amount, exercise any or all of the following remedies:
- (i) Collect or continue to collect the Rents and any other sums owing under the Lease or Successor Lease, either by itself or through a receiver;
  - (ii) In Landlord's or APWII's name, institute any legal or equitable action which APWII, in its sole discretion, deems desirable to collect any or all of the Rents; and
  - (iii) Perform any or all obligations of Landlord under the Lease or Successor Lease or this Agreement and take such actions as APWII deems appropriate to protect its security, including, without limitation: (A) appearing in any action or proceeding affecting the Lease or Successor Lease or the Premises; (B) executing new leases and modifying, terminating or canceling the Lease or Successor Lease; (C) collecting, modifying and compromising any Rents payable under the Lease or Successor Lease; and (D) enforcing the Lease or Successor Lease, including, if necessary, evicting the Tenant or Successor Tenant.
- (d) Landlord shall not be personally liable for the repayment of the Assignment Amount or for the payment of interest. The foregoing shall not be construed as prohibiting or impairing the exercise by APWII of any remedy under the Assignment Documents or applicable law, including the right to commence an action or proceeding, or enter a judgment against Landlord, so long as the exercise of any such remedy does not extend to execution against any property of Landlord other than the security furnished under the Assignment Documents. Landlord shall be personally liable for all other covenants made by Landlord under this Agreement and any other agreement between Landlord and APWII, or by Landlord in favor of APWII (collectively, the "Assignment Documents"), and for all representations and warranties made by Landlord in the Assignment Documents. Without limiting the generality of the foregoing, if an Event of Default occurs and if such Event of Default causes or contributes to a decrease in payments to the Servicing Account in respect of Rents, then, in addition to APWII's other rights and remedies hereunder and under applicable law, Landlord shall be personally liable to APWII in an amount equal to such decrease. The foregoing remedies are in addition to any remedies afforded APWII under any other of the Assignment Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by APWII. All of the remedies of APWII shall be cumulative and may be exercised at APWII's option concurrently or successively and the exercise or beginning of exercise by APWII of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to APWII. No failure or delay on the part of APWII to exercise any remedy shall operate as a waiver thereof.
- (e) In addition to its other rights and remedies under this Agreement and applicable law, APWII may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to APWII by a breach or default by Landlord under this Agreement, and Landlord waives the posting of a bond in connection therewith.
13. Representations. Landlord hereby represents and warrants to APWII, as of the date hereof, that:
- (a) The Lease, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.
  - (b) To the best of Landlord's knowledge and belief, there are no uncured defaults on the part of Tenant or Landlord under the Lease and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default.
  - (c) To the best of Landlord's knowledge and belief, Tenant has no existing defenses, offsets, credits, charges, liens or claims under the Lease or otherwise against the Landlord or any other party in connection with the Premises.
  - (d) Tenant (i) does not have any option or preferential right to purchase the Premises or terminate the Lease, except as expressly stated in the Lease, and (ii) does not have any right, title or interest with respect to the Premises other than as tenant under the Lease.
  - (e) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents does not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which

Landlord or the Premises is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.

- (f) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Landlord's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained and are and will remain in full force and effect.
  - (g) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.
  - (h) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.
  - (i) Landlord owns one hundred percent (100.0%) of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit D. Landlord owns one hundred percent (100.0%) of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit D. Except as disclosed on the preliminary title report referred to on Exhibit D, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or in and to the Premises to any other Person.
  - (j) Landlord has received no indication, written or otherwise, from Tenant or any other party that Tenant intends to terminate the Lease prior to the expiration of the Lease term.
  - (k) The execution, delivery and performance of this Agreement is supported by a duly adopted municipal resolution.
  - (l) The current monthly rent is \$2,326.99 and is being paid by US Cellular.
14. Environmental Covenants and Indemnity. Landlord represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord will not introduce or use, nor permit Tenant or Successor Tenant to introduce or use, any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Landlord or, to Landlord's knowledge, by any prior owner or user of the Property. Landlord shall defend, indemnify, protect and hold APWII harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.
15. General Indemnity. In addition to the Environmental Indemnity set forth above, Landlord and APWII shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Premises by the indemnifying party. This indemnity shall not apply to any claims to the extent they arise from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWII shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Premises are located.
16. Memorandum. On or prior to the Effective Date, Landlord shall deliver to APWII two originals of a Memorandum of Assignment of Lease Rents and Successor Lease Rents in the form of Exhibit E attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. APWII may elect to file in such place or places as APWII deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Rents and the proceeds thereof as collateral, and Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that APWII shall have a perfected security interest in such collateral.

17. **Assignment: Secured Parties.** APWII has the unrestricted right to assign or grant a security interest in all of APWII's interest in and to this Agreement, and may assign this Agreement to any such assignees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Landlord agrees to notify APWII and Secured Parties simultaneously of any default by APWII and give APWII and Secured Parties the same right to cure and cure period for any default as granted to Landlord. If a termination, disaffirmation or rejection of this Agreement by APWII shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Landlord shall terminate this Agreement for any reason, Landlord will notify Secured Parties promptly and Landlord shall enter into a new agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to APWII's interest under this Agreement, such Secured Party shall have no liability for any defaults of APWII accruing prior to the date that such Secured Party succeeds to such interest. Landlord will enter into modifications of this Agreement reasonably requested by any Secured Party. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Lease and/or the Premises or any portion thereof.
18. **Casualty and Eminent Domain.** Landlord shall promptly notify APWII of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. APWII shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest, only up to and not to exceed the amount of the Assignment Amount paid herein, under the Lease or a Successor Lease for the period commencing on the Effective Date and ending on the last day of the Assignment Term. Landlord shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to APWII.
19. **Further Assurances.** The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease or a Successor Lease.
20. **Dispute Resolution.**
- (a) If APWII fails to perform any of its obligations under this Agreement, Landlord agrees to notify APWII and any Secured Parties in writing of any default by APWII, and to give APWII and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from APWII's receipt of the written default notice. If APWII or any Secured Parties shall fail to cure any default in accordance with this Section, Landlord agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Landlord may be compensated are limited to the actual damages of Landlord, and shall in no event exceed the amount of consideration paid by APWII for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by APWII or its tenants, APWII shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by APWII.
- (b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Landlord and APWII shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.
21. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.
22. **Entire Agreement.** This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and APWII with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of APWII or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

23. Counterparts. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
24. Amendments, Etc. This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder, including the obligation to deliver any security deposit to APWII pursuant to Section 2(c) hereof, shall burden the land upon which the Premises are located, and shall run with such land. APWII may from time to time sell, convey, assign, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of APWII's right, title and interest in and to this Agreement and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by APWII, Landlord shall in writing acknowledge a proposed or completed transfer by APWII and confirm that Landlord's consent thereto is not required.
26. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and APWII, and their permitted successors and assigns.
27. Governing Law.
  - (a) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [DELAWARE/NEW YORK], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.
  - (b) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.
28. Attorney's Fees. In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default of this Agreement. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) ten percent (10.0%) per annum or (b) the highest rate permitted by applicable law.
29. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

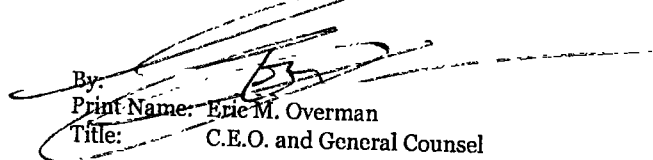
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**[SIGNATURES ON FOLLOWING PAGES]**



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

AP WIRELESS INVESTMENTS L.L.C

By:   
Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

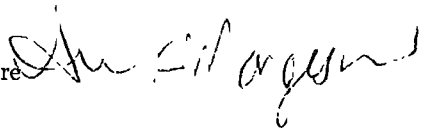
Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121  
Tel: (646) 912-8058  
Fax: (203) 549-0930

STATE OF California }  
COUNTY OF San Diego }

On MARCH 25, 2013 before me, Ann K. Margeson, Notary Public personally appeared Eric M. Overman who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(seal)



COLDWATER

**EXHIBIT A**  
**THE LEASE AND ALL AMENDMENTS**  
**[ATTACHED]**

USC 809571  
Royville in/m.

## TOWER ATTACHMENT LICENSE AGREEMENT

THIS TOWER ATTACHMENT LICENSE AGREEMENT ("Agreement") dated as of June 30, 2003 (the "Effective Date"), is by and between UTILITY CENTER, INC., an Indiana corporation ("Licensor"), and CHICAGO 20Mhz., LLC, a Delaware limited liability company doing business as U.S. Cellular® ("Licensee").

### Recitals:

WHEREAS, Licensor is the owner of a water tower ("Tower") that is located on the real property described on Exhibit A hereto ("Property"); and

WHEREAS, Licensee is in the business of providing wireless communication services; and

WHEREAS, Licensee desires to obtain Licensor's permission to mount certain wireless communications-related equipment on the Tower and use ground space (approximately 20' x 20') on the Property in connection therewith; and

WHEREAS, Licensor desires to grant such permission to Licensee.

NOW, THEREFORE, in consideration of the terms and mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants Licensee, and Licensee hereby accepts, a license to construct, install, use, maintain and repair the antennas, dishes, cabling and related equipment described in Exhibit B hereto ("Equipment") on the Tower and the Property in the locations shown on Exhibit C hereto solely for the purpose of operating and maintaining wireless communications antennae and related equipment and for no other purpose. The license granted hereunder is for a non-exclusive and shared use of the Tower and Property as provided herein.

(a) Standards and Compliance with Laws. All Equipment installed or caused to be installed and other work performed or caused to be performed by Licensee on the Tower or the Property shall be installed and performed in a good and workmanlike manner. Without limiting the generality of the foregoing, such installation or work shall not damage the Tower, the Property or Licensor's other property in any respect, and upon completion of such installation or other work, the Tower and the Property shall be completely restored to the satisfaction of Licensor. In addition, in installing the Equipment, Licensee shall, or shall cause its contractors, representatives and agents to, protect and secure the cable tray that runs up the Tower so that no person can climb up. All of Licensee's construction, installations and operations in connection with this Agreement shall comply with all applicable federal, state and local laws, regulations, ordinances, orders and permits, including but not limited to those of the Federal Communications Commission ("FCC"), including the applicable regulations governing

Radio Frequency Radiation exposure, and the Federal Aviation Administration ("FAA"). Licensee shall be responsible for obtaining all government approvals, licenses and permits (including local zoning and municipal approvals) required for Licensee's use of the Tower, all of which shall be obtained in such a manner as to not adversely affect Licensor's reputation or image.

(b) **Modifications to Equipment.** Licensee shall obtain Licensor's written consent prior to changing the type, location, size or use of the Equipment from that shown on Exhibits B and Exhibit C hereto and elsewhere in this Agreement; provided, however, that such consent shall not be unreasonably conditioned, delayed or withheld. In the event that Licensor withholds such consent based on input from local residents regarding the aesthetics of such changes in the Equipment, such withholding of consent shall be deemed to be reasonable. Except as otherwise provided herein, Licensor may not require the removal or relocation of the Equipment during the Initial Term (as herein defined) or any Renewal Term (as herein defined) of this Agreement. In the event Licensee changes the location of the Equipment with Licensor's consent as provided herein, the parties hereto shall agree upon an appropriate adjustment to the License Fee (as defined below).

(c) **Personal Property** All Equipment installed and maintained by Licensee, whether fixed on or attached to the Tower or the Property, shall not be considered fixtures and shall remain the personal property of Licensee without regard to whether such personal property is described on Exhibit B hereto.

(d) **Structural Analysis.** Licensee, following the Effective Date, but prior to Licensee's installation of the Equipment, shall cause to be performed and prepared, at Licensee's expense, a non-invasive structural analysis report constructed by a mutually agreeable engineering firm for the Tower and Licensee's proposed installation. Such report shall be delivered to Licensor promptly after it is completed, and in no event later than ninety (90) days after the Effective Date. Any adverse test results or reports will entitle either Licensor or Licensee to terminate this Agreement within thirty (30) days of receipt of such results or reports, in which case no further liabilities under this Agreement shall remain in force or effect; provided, however, that in no event shall any License Fee accrued or paid prior to any termination of this Agreement be waived or refunded.

(e) **Plans.** Licensee shall not commence installation of the Equipment on the Tower or the Property prior to Licensor's approval of Licensee's plans and engineering and Licensor's receipt of such plans and specifications. In the event that the Equipment will be attached to the Tower shell or the coating of the Tower shell, Licensor shall retain and bear the cost of a water tank consultant, the identity of which is subject to Licensor's approval, prior to submitting any plans or specifications involving activities which may affect the Tower shell or the coating of the Tower shell.

(f) **Installation.** Licensee shall be responsible for all site work, and shall provide all labor and materials, required for the installation, operation, maintenance and modification of the Equipment.

2. **Access.** Licensor hereby grants Licensee reasonable access to the Tower and Property (i) during normal business hours (defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.) for the purpose of installing and maintaining the Equipment, and (ii) on a 24-hour basis for emergency maintenance of the Equipment. Licensee shall provide Licensor no less than 48 hours prior to notice of its need to access the Tower or Property, except in the case of emergencies, in which case notice shall be provided as early as possible prior to accessing the Tower and Property.

3. **Licensee's Acknowledgement.** Licensor makes no warranty as to title or suitability of the Property or Tower for the use contemplated herein. Prior to the installation and operation of Equipment on the Property and Tower, Licensee shall be solely responsible for determining that the Property is acceptable to Licensee "AS IS" and in its present condition based on the examination and inspection referenced in Paragraph 1(d). Licensee shall also be responsible for obtaining any easements or licenses to access the Property which may be required from the owner of the Property.

4. **Term.**

(a) **Initial Term.** The initial term of this Agreement ("Initial Term") shall be for a period of ten (10) years, commencing on the Effective Date and expiring on the tenth (10<sup>th</sup>) anniversary of the Effective Date.

(b) **Renewal Terms.** The parties may extend the Initial Term of this Agreement for two (2) additional period(s) of five (5) years each ("Renewal Terms"), provided Licensee is not in default under this Agreement. Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement, except that the License Fee shall increase as provided in Paragraph 5(b). This Agreement shall automatically be renewed for each successive Renewal Term unless either party notifies the other of its intention not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. **License Fee.**

(a) **Initial License Fee.** Licensee shall pay to Licensor as a license fee hereunder the sum of One Thousand Five Hundred and 00/100 dollars (\$1,500.00) per month ("License Fee"), payable on the first (1<sup>st</sup>) day of each and every calendar month during the Initial Term and each Renewal Term. The License Fee for any period that is less than one (1) month shall be prorated based on the number of days in the month. The first monthly installment of the License Fee shall be due and payable upon execution of this Agreement.

(b) **License Fee Increases.** On each anniversary of the Effective Date during the Initial Term and each Renewal Term, the License Fee shall be increased by five percent (5%) over that in effect immediately prior to such anniversary.

(c) **Late Payment.** Any payment not made when due will bear compound interest at the lesser of the rate of one and one-half percent (1 1/2%) per month or the highest

rate permitted by applicable law on the amount due from the original due date through and including the date of payment.

6. **Utilities.** Licensee shall be solely responsible for and promptly pay all charges for electricity and any other utilities used or consumed by Licensee on the Property. Licensee shall install and maintain, at Licensee's expense, separate utility meters and pay the utility providers directly for the utilities it consumes.

7. **Licensor's Duty to Maintain the Tower.** Licensor shall maintain the Tower and the Property, including the Tower lighting systems, if any, in a proper operating and safe condition and shall comply with all laws, rules and regulations to which the Property and Tower are subject, including, but not limited to the rules and regulations of the FCC and FAA and all applicable codes and regulations of the city, county and state concerned. The cost of painting and repairing the Tower shall be borne by Licensor unless the damage to the Tower is caused by Licensee, in which case Licensee shall repair such damage or, at Licensor's option, Licensee shall reimburse Licensor for Licensor's costs and expenses incurred in such repair.

8. **Taxes.** Any taxes, including but not limited to real estate and property taxes, assessed on the Tower or Property shall be paid by Licensor, except that Licensee shall pay any taxes levied on the Equipment. Licensee shall pay as an additional license fee any increase in real property taxes levied against Licensor which is directly attributable to the Equipment or Licensee's use of the Tower or Property, and Licensor agrees to furnish proof of such increase to Licensee.

9. **Other Studies.** During the thirty (30) day period immediately following the Effective Date, Licensee shall have the right, at its expense, to conduct the following studies:

(a) Licensee may have radio frequency engineering and other engineering analysis performed; and

(b) Licensee may conduct radio frequency propagation studies on and in the vicinity of the Tower and Property.

In the event that any defects are shown by such analyses or studies, which in the reasonable opinion of Licensee may adversely affect Licensee's use of the Tower or Property, Licensee shall have the right to terminate this Agreement immediately upon written notice to Licensor so long as such notice is delivered within sixty (60) days after the Effective Date. In the event of such termination, no further liabilities under this Agreement shall remain in force or effect.

10. **Termination.** Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability (other than in the event of termination pursuant to Paragraph 10(a) or 10(f)), upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within twenty (20) days of receipt of written notice of default, or

ten (10) days in the event of a payment default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof);

- (b) By either party in accordance with Paragraph 1(d);
- (c) By Licensee in accordance with Paragraph 9;
- (d) By Licensor upon ten (10) days' advance written notice by Licensor if Licensee's activities on the Tower or Property pose a risk to human health or the environment;
- (e) By Licensor upon six (6) months' advance written notice to Licensee in the event Licensor decides to dismantle, destroy or abandon the Tower; provided that if Licensee, through diligent pursuance of relocation, will be unable to relocate the Equipment to another tower within such six (6)-month period, then Licensee shall, within thirty (30) days of Licensor's issuance of such notice, provide Licensor with written notice of the additional time required for relocation (which shall not exceed six (6) additional months), and this Agreement shall terminate at the end of such additional time period;
- (f) By Licensor in accordance with Paragraph 14(a); or
- (g) By Licensor or Licensee immediately in the event of damage to or destruction of the Property or Tower as described in Paragraph 16.

In the event of a default by Licensee under this Agreement which gives rise to Licensor's termination right under Paragraph 10(a) or 10(f), Licensor shall have all rights and remedies available to it hereunder or under applicable law, including without limitation any or all of the following remedies: (i) the right to collect all past due amounts accrued and owing hereunder, together with interest thereon at the rate set forth in Paragraph 5(c); (ii) the right to accelerate and collect the entire License Fee for the current Initial Term or Renewal Term, as applicable; (iii) the right to terminate this Agreement; and (iv) the right to remove the Equipment from the Tower and the Property, and to retain such Equipment pending the payment by Licensee of all amounts due hereunder.

11. **Liability Insurance.** During the Initial Term and all Renewal Terms, Licensee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, worker's compensation, death and property damage under a policy of general liability insurance, with limits of not less than one million dollars (\$1,000,000.00) per person and two million dollars (\$2,000,000.00) per occurrence and property damage insurance of not less than one million dollars (\$1,000,000.00). Such insurance policy shall be issued by a reputable insurance company which is reasonably acceptable to Licensor, shall cover Licensee's contractors, subcontractors, representatives and agents, as well as employees, and shall insure against liabilities arising out of or in connection with Licensee's use of the Tower subject to the standard exceptions found in the general liability insurance policy. Licensor shall be named as an additional insured and as a loss payee on such insurance policy. Licensee shall furnish a certificate of insurance to Licensor prior to the Effective Date. Such policy shall provide that Licensor will be given thirty (30) days' notice of any cancellation or reduction in coverage.

12. **Mechanic's Lien.** Licensee shall not permit any mechanic's or other liens against the Tower or Property or any part thereof or Licensor's interest therein by reason of work, labor services, or materials supplied or claimed to have been supplied to or for Licensee. No such attempted lien, even if filed or recorded, shall be valid against the Tower or Property or Licensor's interest therein. If, however, any such lien shall at any time be filed against the Tower or Property or Licensor's interest as a result of Licensee's activities, Licensee shall immediately cause the same to be discharged of record and shall indemnify and hold Licensor harmless from any liability, demands, claims, damages, causes of action, cost and expense of any nature whatsoever (including reasonable attorneys' fees) arising from or in any way related to such mechanic's lien. This indemnity shall survive the expiration or earlier termination of this Agreement. Without limiting the generality of the foregoing, Licensee shall execute and record an effective waiver of liens (in form and substance reasonably satisfactory to Licensor) prior to commencement of any such work.

13. **Repairs and Maintenance of Tower.** Licensee shall cooperate with Licensor by temporarily relocating, if necessary, the Equipment to other locations on the Tower or Property (in the form of a temporary tower) during the repainting, repair or maintenance of the Tower by Licensor or its designees. Licensor shall coordinate any such painting, repair or maintenance of or to the Tower and the activities conducted in preparation therefor to avoid damage to the Equipment, and to minimize both the extent and the duration of any inconvenience to Licensee and the operation of the Equipment. Notwithstanding the foregoing, Licensee shall be solely responsible for the protection of the Equipment during any painting, repair or maintenance activities, and Licensor shall not be liable to Licensee for any damage to the Equipment which results from Licensee's failure to do so.

14. **Interference.**

(a) Licensee agrees to install Equipment, including any modification thereto, of types and radio frequencies which will not cause interference to communications operations conducted from the Property or the Tower prior to the installation of the Equipment. Licensee also covenants that the Equipment will not cause interference with the television, radio, telephone and other communications reception of residents or businesses located in the general vicinity of the Tower. In the event the Equipment or any modification thereto causes such interference with Licensor, other current occupants of the Property or their successors or assigns (including those identified on Exhibit D hereto) or residents located in the general vicinity of the Tower, Licensee will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of notice from Licensor of the existence of interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within fifteen (15) days after receipt by Licensee of notice from Licensor of the existence of interference, this Agreement shall then terminate, and Licensee agrees to then remove the Equipment from the Tower and Property and repair any damage to the Tower and

Property to substantially the same condition as existed on the Effective Date, reasonable wear and tear excepted.

(b) In the event that Licensor enters into any lease or license agreement in the future with others for the Property or the Tower, then Licensor agrees to require such lessee or licensee to install equipment of types and radio frequencies that will not cause interference to Licensee's communications operations being conducted from the Tower. This Paragraph 14(b) shall not apply to the existing occupants identified on Exhibit D hereto.

(c) At no time shall Licensee interfere with any of Licensor's other operations on or about the Tower or Property.

15. Notices. All notices contemplated to be served herein, upon either Licensor or Licensee, shall be in writing and (a) deposited in the United States Mail, postage prepaid, (b) sent by certified mail, return receipt requested, (c) hand delivered or (d) sent by facsimile as follows:

Licensor: Utility Center, Inc.  
c/o AquaSource, Inc.  
2200 West Cook Road  
Fort Wayne, Indiana 46848  
Attention: Regional Manager  
Telephone: 260-489-1502  
Fax: 260-489-3913

With a copy to (which copy, by itself, shall not satisfy the notice requirement hereunder):

AquaSource, Inc.  
411 Seventh Avenue, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Attention: General Counsel  
Telephone: 412-393-3664  
Fax: 412-393-3715

Licensee: Chicago 20Mhz., LLC (d/b/a U.S. Cellular®)  
One Pierce Place, Suite  
Chicago, IL 60614  
Attention: Dave Seykota - Real Estate  
Telephone: 630-285-1372  
Fax: 630-773-2684

With a copy to (which copy, by itself, shall not satisfy the notice requirement hereunder):

Chicago 20Mhz., LLC (d/b/a U.S. Cellular®)  
8410 West Bryn Mawr Avenue, Suite 700  
Chicago, IL 60631  
Attention: Real Estate  
Telephone:  
Fax:

Any such notice shall be deemed delivered when received. Any party may change its address information by notifying the other party as provided herein.

16. **Destruction of Premises.** If the Property or the Tower are destroyed or damaged so as to hinder the effective use of the Property or Tower, either party may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the other party.

17. **Assignment.** Licensee may only assign or transfer this Agreement to any person or entity that controls or is under common control with Licensee, is merged or consolidated with Licensee, or purchases more than a fifty percent (50%) ownership interest in Licensee; provided that any such assignee or transferee must provide Licensor with audited financial statements indicating its ability, as reasonably determined by Licensor, to meet Licensee's obligations under this Agreement. Except as provided in this Paragraph 17, Licensee may not assign or sublet this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any assignee must agree in writing to comply with the terms and conditions of this Agreement, and no such assignment shall constitute a novation with respect to Licensee.

18. **Removal.** If a termination, disaffirmance or rejection of this Agreement pursuant to any law (including any bankruptcy or insolvency laws) shall occur, or if either party shall terminate this Agreement for any reason, or if this Agreement expires, Licensee shall have a thirty (30) day period during which it shall remove the Equipment from the Tower and Property and repair any damage to the Tower or Property caused by such removal which is reasonably necessary to restore the Tower and Property to substantially the same condition as existed on the Effective Date, reasonable wear and tear excepted, subject to obtaining Licensor's consent as to the date and time of such activity (all of which shall be at Licensee's cost and expense). The requirements of this Paragraph 18 shall survive any termination of this Agreement.

19. **Indemnification.** Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, demands, suits, causes of action, damages and charges of any kind or nature whatsoever, including reasonable attorney's fees and court costs incurred by Licensor, arising from the installation, use, maintenance, occupancy, repair or removal of the Equipment, except for claims arising solely from the gross negligence or intentional misconduct of Licensor. The requirements of this Paragraph 19 shall survive any termination of this Agreement and shall apply regardless of the existence of insurance or any deductible thereto. Without limiting the generality of the foregoing, Licensee shall be responsible for the safety of its employees, agents and representatives conducting its activities at the Tower and Property, and shall indemnify and hold Licensor harmless from any claims arising out of damage to personal property or bodily injury or death resulting therefrom. The provisions hereof shall not be limited

by the effect of any workers' compensation or similar law. Licensee hereby releases Licensor from any and all claims whatsoever, other than those arising out of breach of this Agreement by Licensor or Licensor's gross negligence or willful misconduct.

20. **Limitation of Liability.** Licensor shall not be liable to Licensee or any other person or entity for any damage to the Equipment, or for any interruption in the use or operation of the Equipment, except if caused solely by the gross negligence or intentional misconduct of Licensor. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.** The requirements of this Paragraph 20 shall survive any termination of this Agreement.

21. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding of Licensor and Licensee with respect to the subject matter hereof, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind other than as set forth herein. Any amendments to this Agreement must be in writing and executed by Licensor and Licensee.

(b) If either Licensor or Licensee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(c) This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law provisions.

(d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(e) Licensor shall cooperate with Licensee's efforts to evaluate the Tower (as permitted herein) and to comply with governmental regulations affecting Licensee's use of the Tower by providing information about the Tower, the Tower's location and prior filings made by Licensor with governmental agencies.

(f) Nothing herein shall be construed to grant to Licensee any real property interest in the Property, including without limitation any leasehold or fee interest.

(g) In any action between Licensor and Licensee seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party shall be awarded, in addition to any damages, injunctive or other relief, its reasonable costs and expenses, including reasonable attorneys' fees.

(h) Nothing herein shall be construed as a leasehold or other interest in real property, and no landlord-tenant relationship is created hereby. Licensee agrees not to assert the rights of a tenant in any subsequent dispute with Licensor under this Agreement or otherwise.


(i) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. Signatures on this Agreement transmitted by facsimile shall be deemed to be originals for all purposes of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Licensor and Licensee, intending to be legally bound hereby, have executed this Agreement as of the date and year first above written.

**LICENSOR:**

UTILITY CENTER, INC.

By:   
Printed Name: William L. G. Ertle  
Title: Regional Manager

**LICENSEE:**

CHICAGO 20Mhz., LLC (d/b/a U.S. Cellular®)

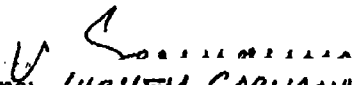
By:   
Printed Name: NICHELE GARNADI  
Title: VICE PRESIDENT

Exhibit A

Property Description

See Attached

Parcel I:

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of the Northeast One-Quarter of said Section 28, a distance of 260.0 feet (deed) to the Southeast corner of a tract of land owned by Irving Ready Mix in Deed Record 489, page 413; thence North 89°48'10" West and parallel to the North line of said Northeast One-Quarter, and along the South line of said Irving Ready Mix parcel, a distance of 187.40 feet to a 5/8 inch diameter iron pin set at the Point of Beginning.

Beginning at the above described point; thence South 00°11'50" West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89°48'10" West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00°11'50" East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89°48'10" East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

Parcel II:

A non-exclusive easement for the purpose of ingress and egress, for the benefit of Parcel I as created by Corporate Warranty Deed dated July 27, 2001 and recorded July 31, 2001 as Document Number 201052860 over and across the following described real estate in Allen County:

A twenty (20) foot ingress and egress easement, lying ten (10) feet on both sides of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 32, Range 12 East, in Allen County, Indiana, as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of said Section 28, a distance of 260.1 feet; thence North 89°48'10" West, a distance of 187.40 feet; thence South 00°11'50" West, a distance of 56.00 feet to the point of beginning; thence South 89°48'10" East, a distance of 147.76 feet to the point of terminus of said easement.



**Exhibit B**

**Licensee's Equipment**

**See Attached**

**EXHIBIT B**  
**AMORTIZATION SCHEDULE**



Fort Wayne -- Assignment of Lease Rents and Successor Lease Rents -- Coldwater

		Cash Flow	Outstanding Principal	8.00% Debt Service	Stated Interest	Principal Component	OID Amortization
0	Mar-13	(460,000)					
1	Apr-13	\$ 2,326.99	\$ 460,000.00	\$ 3,124.66	\$ 3,066.67	\$ 58.00	\$ (797.67)
2	May-13	\$ 2,326.99	\$ 459,942.00	\$ 3,124.66	\$ 3,066.28	\$ 58.38	\$ (797.67)
3	Jun-13	\$ 2,326.99	\$ 459,883.62	\$ 3,124.66	\$ 3,065.89	\$ 58.77	\$ (797.67)
4	Jul-13	\$ 2,326.99	\$ 459,824.85	\$ 3,124.66	\$ 3,065.50	\$ 59.16	\$ (797.67)
5	Aug-13	\$ 2,326.99	\$ 459,765.69	\$ 3,124.66	\$ 3,065.10	\$ 59.56	\$ (797.67)
6	Sep-13	\$ 2,326.99	\$ 459,706.13	\$ 3,124.66	\$ 3,064.71	\$ 59.95	\$ (797.67)
7	Oct-13	\$ 2,326.99	\$ 459,646.18	\$ 3,124.66	\$ 3,064.31	\$ 60.35	\$ (797.67)
8	Nov-13	\$ 2,326.99	\$ 459,585.82	\$ 3,124.66	\$ 3,063.91	\$ 60.76	\$ (797.67)
9	Dec-13	\$ 2,326.99	\$ 459,525.07	\$ 3,124.66	\$ 3,063.50	\$ 61.16	\$ (797.67)
10	Jan-14	\$ 2,326.99	\$ 459,463.91	\$ 3,124.66	\$ 3,063.09	\$ 61.57	\$ (797.67)
11	Feb-14	\$ 2,326.99	\$ 459,402.34	\$ 3,124.66	\$ 3,062.68	\$ 61.98	\$ (797.67)
12	Mar-14	\$ 2,326.99	\$ 459,340.36	\$ 3,124.66	\$ 3,062.27	\$ 62.39	\$ (797.67)
13	Apr-14	\$ 2,326.99	\$ 459,277.97	\$ 3,124.66	\$ 3,061.85	\$ 62.81	\$ (797.67)
14	May-14	\$ 2,326.99	\$ 459,215.16	\$ 3,124.66	\$ 3,061.43	\$ 63.23	\$ (797.67)
15	Jun-14	\$ 2,443.34	\$ 459,151.93	\$ 3,124.66	\$ 3,061.01	\$ 63.65	\$ (681.32)
16	Jul-14	\$ 2,443.34	\$ 459,088.28	\$ 3,124.66	\$ 3,060.59	\$ 64.07	\$ (681.32)
17	Aug-14	\$ 2,443.34	\$ 459,024.21	\$ 3,124.66	\$ 3,060.16	\$ 64.50	\$ (681.32)
18	Sep-14	\$ 2,443.34	\$ 458,959.71	\$ 3,124.66	\$ 3,059.73	\$ 64.93	\$ (681.32)
19	Oct-14	\$ 2,443.34	\$ 458,894.78	\$ 3,124.66	\$ 3,059.30	\$ 65.36	\$ (681.32)
20	Nov-14	\$ 2,443.34	\$ 458,829.41	\$ 3,124.66	\$ 3,058.86	\$ 65.80	\$ (681.32)
21	Dec-14	\$ 2,443.34	\$ 458,763.61	\$ 3,124.66	\$ 3,058.42	\$ 66.24	\$ (681.32)
22	Jan-15	\$ 2,443.34	\$ 458,697.38	\$ 3,124.66	\$ 3,057.98	\$ 66.68	\$ (681.32)
23	Feb-15	\$ 2,443.34	\$ 458,630.70	\$ 3,124.66	\$ 3,057.54	\$ 67.12	\$ (681.32)
24	Mar-15	\$ 2,443.34	\$ 458,563.57	\$ 3,124.66	\$ 3,057.09	\$ 67.57	\$ (681.32)
25	Apr-15	\$ 2,443.34	\$ 458,496.00	\$ 3,124.66	\$ 3,056.64	\$ 68.02	\$ (681.32)
26	May-15	\$ 2,443.34	\$ 458,427.98	\$ 3,124.66	\$ 3,056.19	\$ 68.48	\$ (681.32)
27	Jun-15	\$ 2,565.51	\$ 458,359.51	\$ 3,124.66	\$ 3,055.73	\$ 68.93	\$ (559.16)
28	Jul-15	\$ 2,565.51	\$ 458,290.57	\$ 3,124.66	\$ 3,055.27	\$ 69.39	\$ (559.16)
29	Aug-15	\$ 2,565.51	\$ 458,221.18	\$ 3,124.66	\$ 3,054.81	\$ 69.85	\$ (559.16)
30	Sep-15	\$ 2,565.51	\$ 458,151.33	\$ 3,124.66	\$ 3,054.34	\$ 70.32	\$ (559.16)
31	Oct-15	\$ 2,565.51	\$ 458,081.01	\$ 3,124.66	\$ 3,053.87	\$ 70.79	\$ (559.16)
32	Nov-15	\$ 2,565.51	\$ 458,010.22	\$ 3,124.66	\$ 3,053.40	\$ 71.26	\$ (559.16)
33	Dec-15	\$ 2,565.51	\$ 457,938.96	\$ 3,124.66	\$ 3,052.93	\$ 71.74	\$ (559.16)
34	Jan-16	\$ 2,565.51	\$ 457,867.23	\$ 3,124.66	\$ 3,052.45	\$ 72.21	\$ (559.16)
35	Feb-16	\$ 2,565.51	\$ 457,795.01	\$ 3,124.66	\$ 3,051.97	\$ 72.69	\$ (559.16)
36	Mar-16	\$ 2,565.51	\$ 457,722.32	\$ 3,124.66	\$ 3,051.48	\$ 73.18	\$ (559.16)
37	Apr-16	\$ 2,565.51	\$ 457,649.14	\$ 3,124.66	\$ 3,050.99	\$ 73.67	\$ (559.16)
38	May-16	\$ 2,565.51	\$ 457,575.47	\$ 3,124.66	\$ 3,050.50	\$ 74.16	\$ (559.16)
39	Jun-16	\$ 2,693.78	\$ 457,501.31	\$ 3,124.66	\$ 3,050.01	\$ 74.65	\$ (430.88)
40	Jul-16	\$ 2,693.78	\$ 457,426.66	\$ 3,124.66	\$ 3,049.51	\$ 75.15	\$ (430.88)
41	Aug-16	\$ 2,693.78	\$ 457,351.51	\$ 3,124.66	\$ 3,049.01	\$ 75.65	\$ (430.88)
42	Sep-16	\$ 2,693.78	\$ 457,275.86	\$ 3,124.66	\$ 3,048.51	\$ 76.16	\$ (430.88)
43	Oct-16	\$ 2,693.78	\$ 457,199.70	\$ 3,124.66	\$ 3,048.00	\$ 76.66	\$ (430.88)
44	Nov-16	\$ 2,693.78	\$ 457,123.04	\$ 3,124.66	\$ 3,047.49	\$ 77.17	\$ (430.88)
45	Dec-16	\$ 2,693.78	\$ 457,045.86	\$ 3,124.66	\$ 3,046.97	\$ 77.69	\$ (430.88)
46	Jan-17	\$ 2,693.78	\$ 456,968.17	\$ 3,124.66	\$ 3,046.45	\$ 78.21	\$ (430.88)
47	Feb-17	\$ 2,693.78	\$ 456,889.97	\$ 3,124.66	\$ 3,045.93	\$ 78.73	\$ (430.88)
48	Mar-17	\$ 2,693.78	\$ 456,811.24	\$ 3,124.66	\$ 3,045.41	\$ 79.25	\$ (430.88)
49	Apr-17	\$ 2,693.78	\$ 456,731.98	\$ 3,124.66	\$ 3,044.88	\$ 79.78	\$ (430.88)
50	May-17	\$ 2,693.78	\$ 456,652.20	\$ 3,124.66	\$ 3,044.35	\$ 80.31	\$ (430.88)
51	Jun-17	\$ 2,828.47	\$ 456,571.89	\$ 3,124.66	\$ 3,043.81	\$ 80.85	\$ (296.19)
52	Jul-17	\$ 2,828.47	\$ 456,491.04	\$ 3,124.66	\$ 3,043.27	\$ 81.39	\$ (296.19)
53	Aug-17	\$ 2,828.47	\$ 456,409.65	\$ 3,124.66	\$ 3,042.73	\$ 81.93	\$ (296.19)
54	Sep-17	\$ 2,828.47	\$ 456,327.72	\$ 3,124.66	\$ 3,042.18	\$ 82.48	\$ (296.19)
55	Oct-17	\$ 2,828.47	\$ 456,245.24	\$ 3,124.66	\$ 3,041.63	\$ 83.03	\$ (296.19)
56	Nov-17	\$ 2,828.47	\$ 456,162.22	\$ 3,124.66	\$ 3,041.08	\$ 83.58	\$ (296.19)
57	Dec-17	\$ 2,828.47	\$ 456,078.64	\$ 3,124.66	\$ 3,040.52	\$ 84.14	\$ (296.19)
58	Jan-18	\$ 2,828.47	\$ 455,994.50	\$ 3,124.66	\$ 3,039.96	\$ 84.70	\$ (296.19)
59	Feb-18	\$ 2,828.47	\$ 455,909.80	\$ 3,124.66	\$ 3,039.40	\$ 85.26	\$ (296.19)

60	Mar-18	\$ 2,828.47	\$ 455,824.54	\$ 3,124.66	\$ 3,038.83	\$ 85.83	(296.19)
61	Apr-18	\$ 2,828.47	\$ 455,738.71	\$ 3,124.66	\$ 3,038.26	\$ 86.40	(296.19)
62	May-18	\$ 2,828.47	\$ 455,652.30	\$ 3,124.66	\$ 3,037.68	\$ 86.98	(296.19)
63	Jun-18	\$ 2,969.89	\$ 455,565.32	\$ 3,124.66	\$ 3,037.10	\$ 87.56	(154.77)
64	Jul-18	\$ 2,969.89	\$ 455,477.76	\$ 3,124.66	\$ 3,036.52	\$ 88.14	(154.77)
65	Aug-18	\$ 2,969.89	\$ 455,389.62	\$ 3,124.66	\$ 3,035.93	\$ 88.73	(154.77)
66	Sep-18	\$ 2,969.89	\$ 455,300.89	\$ 3,124.66	\$ 3,035.34	\$ 89.32	(154.77)
67	Oct-18	\$ 2,969.89	\$ 455,211.57	\$ 3,124.66	\$ 3,034.74	\$ 89.92	(154.77)
68	Nov-18	\$ 2,969.89	\$ 455,121.65	\$ 3,124.66	\$ 3,034.14	\$ 90.52	(154.77)
69	Dec-18	\$ 2,969.89	\$ 455,031.13	\$ 3,124.66	\$ 3,033.54	\$ 91.12	(154.77)
70	Jan-19	\$ 2,969.89	\$ 454,940.01	\$ 3,124.66	\$ 3,032.93	\$ 91.73	(154.77)
71	Feb-19	\$ 2,969.89	\$ 454,848.28	\$ 3,124.66	\$ 3,032.32	\$ 92.34	(154.77)
72	Mar-19	\$ 2,969.89	\$ 454,755.94	\$ 3,124.66	\$ 3,031.71	\$ 92.96	(154.77)
73	Apr-19	\$ 2,969.89	\$ 454,662.99	\$ 3,124.66	\$ 3,031.09	\$ 93.58	(154.77)
74	May-19	\$ 2,969.89	\$ 454,569.41	\$ 3,124.66	\$ 3,030.46	\$ 94.20	(154.77)
75	Jun-19	\$ 3,118.39	\$ 454,475.21	\$ 3,124.66	\$ 3,029.83	\$ 94.83	(6.27)
76	Jul-19	\$ 3,118.39	\$ 454,380.38	\$ 3,124.66	\$ 3,029.20	\$ 95.46	(6.27)
77	Aug-19	\$ 3,118.39	\$ 454,284.93	\$ 3,124.66	\$ 3,028.57	\$ 96.10	(6.27)
78	Sep-19	\$ 3,118.39	\$ 454,188.83	\$ 3,124.66	\$ 3,027.93	\$ 96.74	(6.27)
79	Oct-19	\$ 3,118.39	\$ 454,092.09	\$ 3,124.66	\$ 3,027.28	\$ 97.38	(6.27)
80	Nov-19	\$ 3,118.39	\$ 453,994.71	\$ 3,124.66	\$ 3,026.63	\$ 98.03	(6.27)
81	Dec-19	\$ 3,118.39	\$ 453,896.68	\$ 3,124.66	\$ 3,025.98	\$ 98.68	(6.27)
82	Jan-20	\$ 3,118.39	\$ 453,798.00	\$ 3,124.66	\$ 3,025.32	\$ 99.34	(6.27)
83	Feb-20	\$ 3,118.39	\$ 453,698.66	\$ 3,124.66	\$ 3,024.66	\$ 100.00	(6.27)
84	Mar-20	\$ 3,118.39	\$ 453,598.65	\$ 3,124.66	\$ 3,023.99	\$ 100.67	(6.27)
85	Apr-20	\$ 3,118.39	\$ 453,497.98	\$ 3,124.66	\$ 3,023.32	\$ 101.34	(6.27)
86	May-20	\$ 3,118.39	\$ 453,396.64	\$ 3,124.66	\$ 3,022.64	\$ 102.02	(6.27)
87	Jun-20	\$ 3,274.31	\$ 453,294.62	\$ 3,124.66	\$ 3,021.96	\$ 102.70	149.65
88	Jul-20	\$ 3,274.31	\$ 453,191.93	\$ 3,124.66	\$ 3,021.28	\$ 103.38	149.65
89	Aug-20	\$ 3,274.31	\$ 453,088.54	\$ 3,124.66	\$ 3,020.59	\$ 104.07	149.65
90	Sep-20	\$ 3,274.31	\$ 452,984.47	\$ 3,124.66	\$ 3,019.90	\$ 104.77	149.65
91	Oct-20	\$ 3,274.31	\$ 452,879.71	\$ 3,124.66	\$ 3,019.20	\$ 105.46	149.65
92	Nov-20	\$ 3,274.31	\$ 452,774.24	\$ 3,124.66	\$ 3,018.49	\$ 106.17	149.65
93	Dec-20	\$ 3,274.31	\$ 452,668.08	\$ 3,124.66	\$ 3,017.79	\$ 106.87	149.65
94	Jan-21	\$ 3,274.31	\$ 452,561.20	\$ 3,124.66	\$ 3,017.07	\$ 107.59	149.65
95	Feb-21	\$ 3,274.31	\$ 452,453.61	\$ 3,124.66	\$ 3,016.36	\$ 108.30	149.65
96	Mar-21	\$ 3,274.31	\$ 452,345.31	\$ 3,124.66	\$ 3,015.64	\$ 109.03	149.65
97	Apr-21	\$ 3,274.31	\$ 452,236.28	\$ 3,124.66	\$ 3,014.91	\$ 109.75	149.65
98	May-21	\$ 3,274.31	\$ 452,126.53	\$ 3,124.66	\$ 3,014.18	\$ 110.48	149.65
99	Jun-21	\$ 3,438.02	\$ 452,016.05	\$ 3,124.66	\$ 3,013.44	\$ 111.22	313.36
100	Jul-21	\$ 3,438.02	\$ 451,904.82	\$ 3,124.66	\$ 3,012.70	\$ 111.96	313.36
101	Aug-21	\$ 3,438.02	\$ 451,792.86	\$ 3,124.66	\$ 3,011.95	\$ 112.71	313.36
102	Sep-21	\$ 3,438.02	\$ 451,680.15	\$ 3,124.66	\$ 3,011.20	\$ 113.46	313.36
103	Oct-21	\$ 3,438.02	\$ 451,566.69	\$ 3,124.66	\$ 3,010.44	\$ 114.22	313.36
104	Nov-21	\$ 3,438.02	\$ 451,452.47	\$ 3,124.66	\$ 3,009.68	\$ 114.98	313.36
105	Dec-21	\$ 3,438.02	\$ 451,337.50	\$ 3,124.66	\$ 3,008.92	\$ 115.75	313.36
106	Jan-22	\$ 3,438.02	\$ 451,221.75	\$ 3,124.66	\$ 3,008.15	\$ 116.52	313.36
107	Feb-22	\$ 3,438.02	\$ 451,105.23	\$ 3,124.66	\$ 3,007.37	\$ 117.29	313.36
108	Mar-22	\$ 3,438.02	\$ 450,987.94	\$ 3,124.66	\$ 3,006.59	\$ 118.08	313.36
109	Apr-22	\$ 3,438.02	\$ 450,869.86	\$ 3,124.66	\$ 3,005.80	\$ 118.86	313.36
110	May-22	\$ 3,438.02	\$ 450,751.00	\$ 3,124.66	\$ 3,005.01	\$ 119.66	313.36
111	Jun-22	\$ 3,609.93	\$ 450,631.35	\$ 3,124.66	\$ 3,004.21	\$ 120.45	485.26
112	Jul-22	\$ 3,609.93	\$ 450,510.89	\$ 3,124.66	\$ 3,003.41	\$ 121.26	485.26
113	Aug-22	\$ 3,609.93	\$ 450,389.64	\$ 3,124.66	\$ 3,002.60	\$ 122.06	485.26
114	Sep-22	\$ 3,609.93	\$ 450,267.57	\$ 3,124.66	\$ 3,001.78	\$ 122.88	485.26
115	Oct-22	\$ 3,609.93	\$ 450,144.70	\$ 3,124.66	\$ 3,000.96	\$ 123.70	485.26
116	Nov-22	\$ 3,609.93	\$ 450,021.00	\$ 3,124.66	\$ 3,000.14	\$ 124.52	485.26
117	Dec-22	\$ 3,609.93	\$ 449,896.48	\$ 3,124.66	\$ 2,999.31	\$ 125.35	485.26
118	Jan-23	\$ 3,609.93	\$ 449,771.13	\$ 3,124.66	\$ 2,998.47	\$ 126.19	485.26
119	Feb-23	\$ 3,609.93	\$ 449,644.94	\$ 3,124.66	\$ 2,997.63	\$ 127.03	485.26
120	Mar-23	\$ 3,609.93	\$ 449,517.91	\$ 3,124.66	\$ 2,996.79	\$ 127.88	485.26
121	Apr-23	\$ 3,609.93	\$ 449,390.03	\$ 3,124.66	\$ 2,995.93	\$ 128.73	485.26
122	May-23	\$ 3,609.93	\$ 449,261.31	\$ 3,124.66	\$ 2,995.08	\$ 129.59	485.26
123	Jun-23	\$ 3,790.42	\$ 449,131.72	\$ 3,124.66	\$ 2,994.21	\$ 130.45	665.76
124	Jul-23	\$ 3,790.42	\$ 449,001.27	\$ 3,124.66	\$ 2,993.34	\$ 131.32	665.76
125	Aug-23	\$ 3,790.42	\$ 448,869.95	\$ 3,124.66	\$ 2,992.47	\$ 132.20	665.76
126	Sep-23	\$ 3,790.42	\$ 448,737.75	\$ 3,124.66	\$ 2,991.59	\$ 133.08	665.76
127	Oct-23	\$ 3,790.42	\$ 448,604.68	\$ 3,124.66	\$ 2,990.70	\$ 133.96	665.76
128	Nov-23	\$ 3,790.42	\$ 448,470.71	\$ 3,124.66	\$ 2,989.80	\$ 134.86	665.76
129	Dec-23	\$ 3,790.42	\$ 448,335.86	\$ 3,124.66	\$ 2,988.91	\$ 135.76	665.76
130	Jan-24	\$ 3,790.42	\$ 448,200.10	\$ 3,124.66	\$ 2,988.00	\$ 136.66	665.76

131	Feb-24	\$ 3,790.42	\$ 448,063.44	\$ 3,124.66	\$ 2,987.09	\$ 137.57	\$ 665.76
132	Mar-24	\$ 3,790.42	\$ 447,925.87	\$ 3,124.66	\$ 2,986.17	\$ 138.49	\$ 665.76
133	Apr-24	\$ 3,790.42	\$ 447,787.38	\$ 3,124.66	\$ 2,985.25	\$ 139.41	\$ 665.76
134	May-24	\$ 3,790.42	\$ 447,647.97	\$ 3,124.66	\$ 2,984.32	\$ 140.34	\$ 665.76
135	Jun-24	\$ 3,979.94	\$ 447,507.62	\$ 3,124.66	\$ 2,983.38	\$ 141.28	\$ 855.28
136	Jul-24	\$ 3,979.94	\$ 447,366.35	\$ 3,124.66	\$ 2,982.44	\$ 142.22	\$ 855.28
137	Aug-24	\$ 3,979.94	\$ 447,224.13	\$ 3,124.66	\$ 2,981.49	\$ 143.17	\$ 855.28
138	Sep-24	\$ 3,979.94	\$ 447,080.96	\$ 3,124.66	\$ 2,980.54	\$ 144.12	\$ 855.28
139	Oct-24	\$ 3,979.94	\$ 446,936.84	\$ 3,124.66	\$ 2,979.58	\$ 145.08	\$ 855.28
140	Nov-24	\$ 3,979.94	\$ 446,791.75	\$ 3,124.66	\$ 2,978.61	\$ 146.05	\$ 855.28
141	Dec-24	\$ 3,979.94	\$ 446,645.70	\$ 3,124.66	\$ 2,977.64	\$ 147.02	\$ 855.28
142	Jan-25	\$ 3,979.94	\$ 446,498.68	\$ 3,124.66	\$ 2,976.66	\$ 148.00	\$ 855.28
143	Feb-25	\$ 3,979.94	\$ 446,350.68	\$ 3,124.66	\$ 2,975.67	\$ 148.99	\$ 855.28
144	Mar-25	\$ 3,979.94	\$ 446,201.69	\$ 3,124.66	\$ 2,974.68	\$ 149.98	\$ 855.28
145	Apr-25	\$ 3,979.94	\$ 446,051.70	\$ 3,124.66	\$ 2,973.68	\$ 150.98	\$ 855.28
146	May-25	\$ 3,979.94	\$ 445,900.72	\$ 3,124.66	\$ 2,972.67	\$ 151.99	\$ 855.28
147	Jun-25	\$ 4,178.94	\$ 445,748.73	\$ 3,124.66	\$ 2,971.66	\$ 153.00	\$ 1,054.28
148	Jul-25	\$ 4,178.94	\$ 445,595.72	\$ 3,124.66	\$ 2,970.64	\$ 154.02	\$ 1,054.28
149	Aug-25	\$ 4,178.94	\$ 445,441.70	\$ 3,124.66	\$ 2,969.61	\$ 155.05	\$ 1,054.28
150	Sep-25	\$ 4,178.94	\$ 445,286.65	\$ 3,124.66	\$ 2,968.58	\$ 156.08	\$ 1,054.28
151	Oct-25	\$ 4,178.94	\$ 445,130.57	\$ 3,124.66	\$ 2,967.54	\$ 157.12	\$ 1,054.28
152	Nov-25	\$ 4,178.94	\$ 444,973.44	\$ 3,124.66	\$ 2,966.49	\$ 158.17	\$ 1,054.28
153	Dec-25	\$ 4,178.94	\$ 444,815.27	\$ 3,124.66	\$ 2,965.44	\$ 159.23	\$ 1,054.28
154	Jan-26	\$ 4,178.94	\$ 444,656.04	\$ 3,124.66	\$ 2,964.37	\$ 160.29	\$ 1,054.28
155	Feb-26	\$ 4,178.94	\$ 444,495.76	\$ 3,124.66	\$ 2,963.31	\$ 161.36	\$ 1,054.28
156	Mar-26	\$ 4,178.94	\$ 444,334.40	\$ 3,124.66	\$ 2,962.23	\$ 162.43	\$ 1,054.28
157	Apr-26	\$ 4,178.94	\$ 444,171.97	\$ 3,124.66	\$ 2,961.15	\$ 163.52	\$ 1,054.28
158	May-26	\$ 4,178.94	\$ 444,008.45	\$ 3,124.66	\$ 2,960.06	\$ 164.61	\$ 1,054.28
159	Jun-26	\$ 4,387.89	\$ 443,843.85	\$ 3,124.66	\$ 2,958.96	\$ 165.70	\$ 1,263.22
160	Jul-26	\$ 4,387.89	\$ 443,678.14	\$ 3,124.66	\$ 2,957.85	\$ 166.81	\$ 1,263.22
161	Aug-26	\$ 4,387.89	\$ 443,511.34	\$ 3,124.66	\$ 2,956.74	\$ 167.92	\$ 1,263.22
162	Sep-26	\$ 4,387.89	\$ 443,343.42	\$ 3,124.66	\$ 2,955.62	\$ 169.04	\$ 1,263.22
163	Oct-26	\$ 4,387.89	\$ 443,174.38	\$ 3,124.66	\$ 2,954.50	\$ 170.17	\$ 1,263.22
164	Nov-26	\$ 4,387.89	\$ 443,004.21	\$ 3,124.66	\$ 2,953.36	\$ 171.30	\$ 1,263.22
165	Dec-26	\$ 4,387.89	\$ 442,832.91	\$ 3,124.66	\$ 2,952.22	\$ 172.44	\$ 1,263.22
166	Jan-27	\$ 4,387.89	\$ 442,660.47	\$ 3,124.66	\$ 2,951.07	\$ 173.59	\$ 1,263.22
167	Feb-27	\$ 4,387.89	\$ 442,486.88	\$ 3,124.66	\$ 2,949.91	\$ 174.75	\$ 1,263.22
168	Mar-27	\$ 4,387.89	\$ 442,312.13	\$ 3,124.66	\$ 2,948.75	\$ 175.91	\$ 1,263.22
169	Apr-27	\$ 4,387.89	\$ 442,136.21	\$ 3,124.66	\$ 2,947.57	\$ 177.09	\$ 1,263.22
170	May-27	\$ 4,387.89	\$ 441,959.13	\$ 3,124.66	\$ 2,946.39	\$ 178.27	\$ 1,263.22
171	Jun-27	\$ 4,607.28	\$ 441,780.86	\$ 3,124.66	\$ 2,945.21	\$ 179.46	\$ 1,482.62
172	Jul-27	\$ 4,607.28	\$ 441,601.40	\$ 3,124.66	\$ 2,944.01	\$ 180.65	\$ 1,482.62
173	Aug-27	\$ 4,607.28	\$ 441,420.75	\$ 3,124.66	\$ 2,942.80	\$ 181.86	\$ 1,482.62
174	Sep-27	\$ 4,607.28	\$ 441,238.89	\$ 3,124.66	\$ 2,941.59	\$ 183.07	\$ 1,482.62
175	Oct-27	\$ 4,607.28	\$ 441,055.82	\$ 3,124.66	\$ 2,940.37	\$ 184.29	\$ 1,482.62
176	Nov-27	\$ 4,607.28	\$ 440,871.53	\$ 3,124.66	\$ 2,939.14	\$ 185.52	\$ 1,482.62
177	Dec-27	\$ 4,607.28	\$ 440,686.02	\$ 3,124.66	\$ 2,937.91	\$ 186.75	\$ 1,482.62
178	Jan-28	\$ 4,607.28	\$ 440,499.26	\$ 3,124.66	\$ 2,936.66	\$ 188.00	\$ 1,482.62
179	Feb-28	\$ 4,607.28	\$ 440,311.26	\$ 3,124.66	\$ 2,935.41	\$ 189.25	\$ 1,482.62
180	Mar-28	\$ 4,607.28	\$ 440,122.01	\$ 3,124.66	\$ 2,934.15	\$ 190.52	\$ 1,482.62
181	Apr-28	\$ 4,607.28	\$ 439,931.49	\$ 3,124.66	\$ 2,932.88	\$ 191.79	\$ 1,482.62
182	May-28	\$ 4,607.28	\$ 439,739.71	\$ 3,124.66	\$ 2,931.60	\$ 193.06	\$ 1,482.62
183	Jun-28	\$ 4,837.65	\$ 439,546.64	\$ 3,124.66	\$ 2,930.31	\$ 194.35	\$ 1,712.98
184	Jul-28	\$ 4,837.65	\$ 439,352.29	\$ 3,124.66	\$ 2,929.02	\$ 195.65	\$ 1,712.98
185	Aug-28	\$ 4,837.65	\$ 439,156.65	\$ 3,124.66	\$ 2,927.71	\$ 196.95	\$ 1,712.98
186	Sep-28	\$ 4,837.65	\$ 438,959.70	\$ 3,124.66	\$ 2,926.40	\$ 198.26	\$ 1,712.98
187	Oct-28	\$ 4,837.65	\$ 438,761.43	\$ 3,124.66	\$ 2,925.08	\$ 199.59	\$ 1,712.98
188	Nov-28	\$ 4,837.65	\$ 438,561.85	\$ 3,124.66	\$ 2,923.75	\$ 200.92	\$ 1,712.98
189	Dec-28	\$ 4,837.65	\$ 438,360.93	\$ 3,124.66	\$ 2,922.41	\$ 202.26	\$ 1,712.98
190	Jan-29	\$ 4,837.65	\$ 438,158.68	\$ 3,124.66	\$ 2,921.06	\$ 203.60	\$ 1,712.98
191	Feb-29	\$ 4,837.65	\$ 437,955.07	\$ 3,124.66	\$ 2,919.70	\$ 204.96	\$ 1,712.98
192	Mar-29	\$ 4,837.65	\$ 437,750.11	\$ 3,124.66	\$ 2,918.33	\$ 206.33	\$ 1,712.98
193	Apr-29	\$ 4,837.65	\$ 437,543.78	\$ 3,124.66	\$ 2,916.96	\$ 207.70	\$ 1,712.98
194	May-29	\$ 4,837.65	\$ 437,336.08	\$ 3,124.66	\$ 2,915.57	\$ 209.09	\$ 1,712.98
195	Jun-29	\$ 5,079.53	\$ 437,126.99	\$ 3,124.66	\$ 2,914.18	\$ 210.48	\$ 1,954.87
196	Jul-29	\$ 5,079.53	\$ 436,916.51	\$ 3,124.66	\$ 2,912.78	\$ 211.88	\$ 1,954.87
197	Aug-29	\$ 5,079.53	\$ 436,704.62	\$ 3,124.66	\$ 2,911.36	\$ 213.30	\$ 1,954.87
198	Sep-29	\$ 5,079.53	\$ 436,491.33	\$ 3,124.66	\$ 2,909.94	\$ 214.72	\$ 1,954.87
199	Oct-29	\$ 5,079.53	\$ 436,276.61	\$ 3,124.66	\$ 2,908.51	\$ 216.15	\$ 1,954.87
200	Nov-29	\$ 5,079.53	\$ 436,060.46	\$ 3,124.66	\$ 2,907.07	\$ 217.59	\$ 1,954.87
201	Dec-29	\$ 5,079.53	\$ 435,842.86	\$ 3,124.66	\$ 2,905.62	\$ 219.04	\$ 1,954.87

202	Jan-30	\$ 5,079.53	\$ 435,623.82	\$ 3,124.66	\$ 2,904.16	\$ 220.50	\$ 1,954.87
203	Feb-30	\$ 5,079.53	\$ 435,403.32	\$ 3,124.66	\$ 2,902.69	\$ 221.97	\$ 1,954.87
204	Mar-30	\$ 5,079.53	\$ 435,181.35	\$ 3,124.66	\$ 2,901.21	\$ 223.45	\$ 1,954.87
205	Apr-30	\$ 5,079.53	\$ 434,957.89	\$ 3,124.66	\$ 2,899.72	\$ 224.94	\$ 1,954.87
206	May-30	\$ 5,079.53	\$ 434,732.95	\$ 3,124.66	\$ 2,898.22	\$ 226.44	\$ 1,954.87
207	Jun-30	\$ 5,333.50	\$ 434,506.51	\$ 3,124.66	\$ 2,896.71	\$ 227.95	\$ 2,208.84
208	Jul-30	\$ 5,333.50	\$ 434,278.56	\$ 3,124.66	\$ 2,895.19	\$ 229.47	\$ 2,208.84
209	Aug-30	\$ 5,333.50	\$ 434,049.09	\$ 3,124.66	\$ 2,893.66	\$ 231.00	\$ 2,208.84
210	Sep-30	\$ 5,333.50	\$ 433,818.08	\$ 3,124.66	\$ 2,892.12	\$ 232.54	\$ 2,208.84
211	Oct-30	\$ 5,333.50	\$ 433,585.54	\$ 3,124.66	\$ 2,890.57	\$ 234.09	\$ 2,208.84
212	Nov-30	\$ 5,333.50	\$ 433,351.45	\$ 3,124.66	\$ 2,889.01	\$ 235.65	\$ 2,208.84
213	Dec-30	\$ 5,333.50	\$ 433,115.80	\$ 3,124.66	\$ 2,887.44	\$ 237.22	\$ 2,208.84
214	Jan-31	\$ 5,333.50	\$ 432,878.58	\$ 3,124.66	\$ 2,885.86	\$ 238.80	\$ 2,208.84
215	Feb-31	\$ 5,333.50	\$ 432,639.77	\$ 3,124.66	\$ 2,884.27	\$ 240.40	\$ 2,208.84
216	Mar-31	\$ 5,333.50	\$ 432,399.38	\$ 3,124.66	\$ 2,882.66	\$ 242.00	\$ 2,208.84
217	Apr-31	\$ 5,333.50	\$ 432,157.38	\$ 3,124.66	\$ 2,881.05	\$ 243.61	\$ 2,208.84
218	May-31	\$ 5,333.50	\$ 431,913.76	\$ 3,124.66	\$ 2,879.43	\$ 245.24	\$ 2,208.84
219	Jun-31	\$ 5,600.18	\$ 431,668.53	\$ 3,124.66	\$ 2,877.79	\$ 246.87	\$ 2,475.52
220	Jul-31	\$ 5,600.18	\$ 431,421.66	\$ 3,124.66	\$ 2,876.14	\$ 248.52	\$ 2,475.52
221	Aug-31	\$ 5,600.18	\$ 431,173.14	\$ 3,124.66	\$ 2,874.49	\$ 250.17	\$ 2,475.52
222	Sep-31	\$ 5,600.18	\$ 430,922.96	\$ 3,124.66	\$ 2,872.82	\$ 251.84	\$ 2,475.52
223	Oct-31	\$ 5,600.18	\$ 430,671.12	\$ 3,124.66	\$ 2,871.14	\$ 253.52	\$ 2,475.52
224	Nov-31	\$ 5,600.18	\$ 430,417.60	\$ 3,124.66	\$ 2,869.45	\$ 255.21	\$ 2,475.52
225	Dec-31	\$ 5,600.18	\$ 430,162.39	\$ 3,124.66	\$ 2,867.75	\$ 256.91	\$ 2,475.52
226	Jan-32	\$ 5,600.18	\$ 429,905.48	\$ 3,124.66	\$ 2,866.04	\$ 258.63	\$ 2,475.52
227	Feb-32	\$ 5,600.18	\$ 429,646.85	\$ 3,124.66	\$ 2,864.31	\$ 260.35	\$ 2,475.52
228	Mar-32	\$ 5,600.18	\$ 429,386.50	\$ 3,124.66	\$ 2,862.58	\$ 262.09	\$ 2,475.52
229	Apr-32	\$ 5,600.18	\$ 429,124.42	\$ 3,124.66	\$ 2,860.83	\$ 263.83	\$ 2,475.52
230	May-32	\$ 5,600.18	\$ 428,860.59	\$ 3,124.66	\$ 2,859.07	\$ 265.59	\$ 2,475.52
231	Jun-32	\$ 5,880.19	\$ 428,595.00	\$ 3,124.66	\$ 2,857.30	\$ 267.36	\$ 2,755.53
232	Jul-32	\$ 5,880.19	\$ 428,327.63	\$ 3,124.66	\$ 2,855.52	\$ 269.14	\$ 2,755.53
233	Aug-32	\$ 5,880.19	\$ 428,058.49	\$ 3,124.66	\$ 2,853.72	\$ 270.94	\$ 2,755.53
234	Sep-32	\$ 5,880.19	\$ 427,787.55	\$ 3,124.66	\$ 2,851.92	\$ 272.74	\$ 2,755.53
235	Oct-32	\$ 5,880.19	\$ 427,514.81	\$ 3,124.66	\$ 2,850.10	\$ 274.56	\$ 2,755.53
236	Nov-32	\$ 5,880.19	\$ 427,240.24	\$ 3,124.66	\$ 2,848.27	\$ 276.39	\$ 2,755.53
237	Dec-32	\$ 5,880.19	\$ 426,963.85	\$ 3,124.66	\$ 2,846.43	\$ 278.24	\$ 2,755.53
238	Jan-33	\$ 5,880.19	\$ 426,685.61	\$ 3,124.66	\$ 2,844.57	\$ 280.09	\$ 2,755.53
239	Feb-33	\$ 5,880.19	\$ 426,405.52	\$ 3,124.66	\$ 2,842.70	\$ 281.96	\$ 2,755.53
240	Mar-33	\$ 5,880.19	\$ 426,123.56	\$ 3,124.66	\$ 2,840.82	\$ 283.84	\$ 2,755.53
241	Apr-33	\$ 5,880.19	\$ 425,839.73	\$ 3,124.66	\$ 2,838.93	\$ 285.73	\$ 2,755.53
242	May-33	\$ 5,880.19	\$ 425,554.00	\$ 3,124.66	\$ 2,837.03	\$ 287.64	\$ 2,755.53
243	Jun-33	\$ 6,174.20	\$ 425,266.36	\$ 3,124.66	\$ 2,835.11	\$ 289.55	\$ 3,049.54
244	Jul-33	\$ 6,174.20	\$ 424,976.81	\$ 3,124.66	\$ 2,833.18	\$ 291.48	\$ 3,049.54
245	Aug-33	\$ 6,174.20	\$ 424,685.33	\$ 3,124.66	\$ 2,831.24	\$ 293.43	\$ 3,049.54
246	Sep-33	\$ 6,174.20	\$ 424,391.90	\$ 3,124.66	\$ 2,829.28	\$ 295.38	\$ 3,049.54
247	Oct-33	\$ 6,174.20	\$ 424,096.52	\$ 3,124.66	\$ 2,827.31	\$ 297.35	\$ 3,049.54
248	Nov-33	\$ 6,174.20	\$ 423,799.17	\$ 3,124.66	\$ 2,825.33	\$ 299.33	\$ 3,049.54
249	Dec-33	\$ 6,174.20	\$ 423,499.83	\$ 3,124.66	\$ 2,823.33	\$ 301.33	\$ 3,049.54
250	Jan-34	\$ 6,174.20	\$ 423,198.50	\$ 3,124.66	\$ 2,821.32	\$ 303.34	\$ 3,049.54
251	Feb-34	\$ 6,174.20	\$ 422,895.16	\$ 3,124.66	\$ 2,819.30	\$ 305.36	\$ 3,049.54
252	Mar-34	\$ 6,174.20	\$ 422,589.80	\$ 3,124.66	\$ 2,817.27	\$ 307.40	\$ 3,049.54
253	Apr-34	\$ 6,174.20	\$ 422,282.41	\$ 3,124.66	\$ 2,815.22	\$ 309.45	\$ 3,049.54
254	May-34	\$ 6,174.20	\$ 421,972.96	\$ 3,124.66	\$ 2,813.15	\$ 311.51	\$ 3,049.54
255	Jun-34	\$ 6,482.91	\$ 421,661.45	\$ 3,124.66	\$ 2,811.08	\$ 313.59	\$ 3,358.25
256	Jul-34	\$ 6,482.91	\$ 421,347.87	\$ 3,124.66	\$ 2,808.99	\$ 315.68	\$ 3,358.25
257	Aug-34	\$ 6,482.91	\$ 421,032.19	\$ 3,124.66	\$ 2,806.88	\$ 317.78	\$ 3,358.25
258	Sep-34	\$ 6,482.91	\$ 420,714.41	\$ 3,124.66	\$ 2,804.76	\$ 319.90	\$ 3,358.25
259	Oct-34	\$ 6,482.91	\$ 420,394.51	\$ 3,124.66	\$ 2,802.63	\$ 322.03	\$ 3,358.25
260	Nov-34	\$ 6,482.91	\$ 420,072.48	\$ 3,124.66	\$ 2,800.48	\$ 324.18	\$ 3,358.25
261	Dec-34	\$ 6,482.91	\$ 419,748.30	\$ 3,124.66	\$ 2,798.32	\$ 326.34	\$ 3,358.25
262	Jan-35	\$ 6,482.91	\$ 419,421.96	\$ 3,124.66	\$ 2,796.15	\$ 328.52	\$ 3,358.25
263	Feb-35	\$ 6,482.91	\$ 419,093.45	\$ 3,124.66	\$ 2,793.96	\$ 330.71	\$ 3,358.25
264	Mar-35	\$ 6,482.91	\$ 418,762.74	\$ 3,124.66	\$ 2,791.75	\$ 332.91	\$ 3,358.25
265	Apr-35	\$ 6,482.91	\$ 418,429.83	\$ 3,124.66	\$ 2,789.53	\$ 335.13	\$ 3,358.25
266	May-35	\$ 6,482.91	\$ 418,094.70	\$ 3,124.66	\$ 2,787.30	\$ 337.36	\$ 3,358.25
267	Jun-35	\$ 6,807.05	\$ 417,757.34	\$ 3,124.66	\$ 2,785.05	\$ 339.61	\$ 3,682.39
268	Jul-35	\$ 6,807.05	\$ 417,417.72	\$ 3,124.66	\$ 2,782.78	\$ 341.88	\$ 3,682.39
269	Aug-35	\$ 6,807.05	\$ 417,075.85	\$ 3,124.66	\$ 2,780.51	\$ 344.16	\$ 3,682.39
270	Sep-35	\$ 6,807.05	\$ 416,731.69	\$ 3,124.66	\$ 2,778.21	\$ 346.45	\$ 3,682.39
271	Oct-35	\$ 6,807.05	\$ 416,385.24	\$ 3,124.66	\$ 2,775.90	\$ 348.76	\$ 3,682.39
272	Nov-35	\$ 6,807.05	\$ 416,036.48	\$ 3,124.66	\$ 2,773.58	\$ 351.09	\$ 3,682.39

273	Dec-35	\$ 6,807.05	\$ 415,685.40	\$ 3,124.66	\$ 2,771.24	\$ 353.43	\$ 3,682.39
274	Jan-36	\$ 6,807.05	\$ 415,331.97	\$ 3,124.66	\$ 2,768.88	\$ 355.78	\$ 3,682.39
275	Feb-36	\$ 6,807.05	\$ 414,976.19	\$ 3,124.66	\$ 2,766.51	\$ 358.15	\$ 3,682.39
276	Mar-36	\$ 6,807.05	\$ 414,618.03	\$ 3,124.66	\$ 2,764.12	\$ 360.54	\$ 3,682.39
277	Apr-36	\$ 6,807.05	\$ 414,257.49	\$ 3,124.66	\$ 2,761.72	\$ 362.95	\$ 3,682.39
278	May-36	\$ 6,807.05	\$ 413,894.55	\$ 3,124.66	\$ 2,759.30	\$ 365.36	\$ 3,682.39
279	Jun-36	\$ 7,147.41	\$ 413,529.18	\$ 3,124.66	\$ 2,756.86	\$ 367.80	\$ 4,022.74
280	Jul-36	\$ 7,147.41	\$ 413,161.38	\$ 3,124.66	\$ 2,754.41	\$ 370.25	\$ 4,022.74
281	Aug-36	\$ 7,147.41	\$ 412,791.13	\$ 3,124.66	\$ 2,751.94	\$ 372.72	\$ 4,022.74
282	Sep-36	\$ 7,147.41	\$ 412,418.41	\$ 3,124.66	\$ 2,749.46	\$ 375.21	\$ 4,022.74
283	Oct-36	\$ 7,147.41	\$ 412,043.20	\$ 3,124.66	\$ 2,746.95	\$ 377.71	\$ 4,022.74
284	Nov-36	\$ 7,147.41	\$ 411,665.50	\$ 3,124.66	\$ 2,744.44	\$ 380.23	\$ 4,022.74
285	Dec-36	\$ 7,147.41	\$ 411,285.27	\$ 3,124.66	\$ 2,741.90	\$ 382.76	\$ 4,022.74
286	Jan-37	\$ 7,147.41	\$ 410,902.51	\$ 3,124.66	\$ 2,739.35	\$ 385.31	\$ 4,022.74
287	Feb-37	\$ 7,147.41	\$ 410,517.20	\$ 3,124.66	\$ 2,736.78	\$ 387.88	\$ 4,022.74
288	Mar-37	\$ 7,147.41	\$ 410,129.32	\$ 3,124.66	\$ 2,734.20	\$ 390.47	\$ 4,022.74
289	Apr-37	\$ 7,147.41	\$ 409,738.85	\$ 3,124.66	\$ 2,731.59	\$ 393.07	\$ 4,022.74
290	May-37	\$ 7,147.41	\$ 409,345.78	\$ 3,124.66	\$ 2,728.97	\$ 395.69	\$ 4,022.74
291	Jun-37	\$ 7,504.78	\$ 408,950.09	\$ 3,124.66	\$ 2,726.33	\$ 398.33	\$ 4,380.11
292	Jul-37	\$ 7,504.78	\$ 408,551.77	\$ 3,124.66	\$ 2,723.68	\$ 400.98	\$ 4,380.11
293	Aug-37	\$ 7,504.78	\$ 408,150.78	\$ 3,124.66	\$ 2,721.01	\$ 403.66	\$ 4,380.11
294	Sep-37	\$ 7,504.78	\$ 407,747.13	\$ 3,124.66	\$ 2,718.31	\$ 406.35	\$ 4,380.11
295	Oct-37	\$ 7,504.78	\$ 407,340.78	\$ 3,124.66	\$ 2,715.61	\$ 409.06	\$ 4,380.11
296	Nov-37	\$ 7,504.78	\$ 406,931.72	\$ 3,124.66	\$ 2,712.88	\$ 411.78	\$ 4,380.11
297	Dec-37	\$ 7,504.78	\$ 406,519.94	\$ 3,124.66	\$ 2,710.13	\$ 414.53	\$ 4,380.11
298	Jan-38	\$ 7,504.78	\$ 406,105.41	\$ 3,124.66	\$ 2,707.37	\$ 417.29	\$ 4,380.11
299	Feb-38	\$ 7,504.78	\$ 405,688.12	\$ 3,124.66	\$ 2,704.59	\$ 420.07	\$ 4,380.11
300	Mar-38	\$ 7,504.78	\$ 405,268.04	\$ 3,124.66	\$ 2,701.79	\$ 422.87	\$ 4,380.11
301	Apr-38	\$ 7,504.78	\$ 404,845.17	\$ 3,124.66	\$ 2,698.97	\$ 425.69	\$ 4,380.11
302	May-38	\$ 7,504.78	\$ 404,419.47	\$ 3,124.66	\$ 2,696.13	\$ 428.53	\$ 4,380.11
303	Jun-38	\$ 7,880.01	\$ 403,990.94	\$ 3,124.66	\$ 2,693.27	\$ 431.39	\$ 4,755.35
304	Jul-38	\$ 7,880.01	\$ 403,559.55	\$ 3,124.66	\$ 2,690.40	\$ 434.26	\$ 4,755.35
305	Aug-38	\$ 7,880.01	\$ 403,125.29	\$ 3,124.66	\$ 2,687.50	\$ 437.16	\$ 4,755.35
306	Sep-38	\$ 7,880.01	\$ 402,688.13	\$ 3,124.66	\$ 2,684.59	\$ 440.07	\$ 4,755.35
307	Oct-38	\$ 7,880.01	\$ 402,248.06	\$ 3,124.66	\$ 2,681.65	\$ 443.01	\$ 4,755.35
308	Nov-38	\$ 7,880.01	\$ 401,805.05	\$ 3,124.66	\$ 2,678.70	\$ 445.96	\$ 4,755.35
309	Dec-38	\$ 7,880.01	\$ 401,359.09	\$ 3,124.66	\$ 2,675.73	\$ 448.93	\$ 4,755.35
310	Jan-39	\$ 7,880.01	\$ 400,910.15	\$ 3,124.66	\$ 2,672.73	\$ 451.93	\$ 4,755.35
311	Feb-39	\$ 7,880.01	\$ 400,458.22	\$ 3,124.66	\$ 2,669.72	\$ 454.94	\$ 4,755.35
312	Mar-39	\$ 7,880.01	\$ 400,003.28	\$ 3,124.66	\$ 2,666.69	\$ 457.97	\$ 4,755.35
313	Apr-39	\$ 7,880.01	\$ 399,545.31	\$ 3,124.66	\$ 2,663.64	\$ 461.03	\$ 4,755.35
314	May-39	\$ 7,880.01	\$ 399,084.28	\$ 3,124.66	\$ 2,660.56	\$ 464.10	\$ 4,755.35
315	Jun-39	\$ 8,274.01	\$ 398,620.18	\$ 3,124.66	\$ 2,657.47	\$ 467.19	\$ 5,149.35
316	Jul-39	\$ 8,274.01	\$ 398,152.99	\$ 3,124.66	\$ 2,654.35	\$ 470.31	\$ 5,149.35
317	Aug-39	\$ 8,274.01	\$ 397,682.68	\$ 3,124.66	\$ 2,651.22	\$ 473.44	\$ 5,149.35
318	Sep-39	\$ 8,274.01	\$ 397,209.24	\$ 3,124.66	\$ 2,648.06	\$ 476.60	\$ 5,149.35
319	Oct-39	\$ 8,274.01	\$ 396,732.64	\$ 3,124.66	\$ 2,644.88	\$ 479.78	\$ 5,149.35
320	Nov-39	\$ 8,274.01	\$ 396,252.86	\$ 3,124.66	\$ 2,641.69	\$ 482.98	\$ 5,149.35
321	Dec-39	\$ 8,274.01	\$ 395,769.88	\$ 3,124.66	\$ 2,638.47	\$ 486.20	\$ 5,149.35
322	Jan-40	\$ 8,274.01	\$ 395,283.69	\$ 3,124.66	\$ 2,635.22	\$ 489.44	\$ 5,149.35
323	Feb-40	\$ 8,274.01	\$ 394,794.25	\$ 3,124.66	\$ 2,631.96	\$ 492.70	\$ 5,149.35
324	Mar-40	\$ 8,274.01	\$ 394,301.55	\$ 3,124.66	\$ 2,628.68	\$ 495.98	\$ 5,149.35
325	Apr-40	\$ 8,274.01	\$ 393,805.57	\$ 3,124.66	\$ 2,625.37	\$ 499.29	\$ 5,149.35
326	May-40	\$ 8,274.01	\$ 393,306.28	\$ 3,124.66	\$ 2,622.04	\$ 502.62	\$ 5,149.35
327	Jun-40	\$ 8,687.72	\$ 392,803.66	\$ 3,124.66	\$ 2,618.69	\$ 505.97	\$ 5,563.05
328	Jul-40	\$ 8,687.72	\$ 392,297.69	\$ 3,124.66	\$ 2,615.32	\$ 509.34	\$ 5,563.05
329	Aug-40	\$ 8,687.72	\$ 391,788.34	\$ 3,124.66	\$ 2,611.92	\$ 512.74	\$ 5,563.05
330	Sep-40	\$ 8,687.72	\$ 391,275.60	\$ 3,124.66	\$ 2,608.50	\$ 516.16	\$ 5,563.05
331	Oct-40	\$ 8,687.72	\$ 390,759.44	\$ 3,124.66	\$ 2,605.06	\$ 519.60	\$ 5,563.05
332	Nov-40	\$ 8,687.72	\$ 390,239.85	\$ 3,124.66	\$ 2,601.60	\$ 523.06	\$ 5,563.05
333	Dec-40	\$ 8,687.72	\$ 389,716.78	\$ 3,124.66	\$ 2,598.11	\$ 526.55	\$ 5,563.05
334	Jan-41	\$ 8,687.72	\$ 389,190.23	\$ 3,124.66	\$ 2,594.60	\$ 530.06	\$ 5,563.05
335	Feb-41	\$ 8,687.72	\$ 388,660.17	\$ 3,124.66	\$ 2,591.07	\$ 533.59	\$ 5,563.05
336	Mar-41	\$ 8,687.72	\$ 388,126.58	\$ 3,124.66	\$ 2,587.51	\$ 537.15	\$ 5,563.05
337	Apr-41	\$ 8,687.72	\$ 387,589.43	\$ 3,124.66	\$ 2,583.93	\$ 540.73	\$ 5,563.05
338	May-41	\$ 8,687.72	\$ 387,048.70	\$ 3,124.66	\$ 2,580.32	\$ 544.34	\$ 5,563.05
339	Jun-41	\$ 9,122.10	\$ 386,504.36	\$ 3,124.66	\$ 2,576.70	\$ 547.97	\$ 5,997.44
340	Jul-41	\$ 9,122.10	\$ 385,956.39	\$ 3,124.66	\$ 2,573.04	\$ 551.62	\$ 5,997.44
341	Aug-41	\$ 9,122.10	\$ 385,404.77	\$ 3,124.66	\$ 2,569.37	\$ 555.30	\$ 5,997.44
342	Sep-41	\$ 9,122.10	\$ 384,849.48	\$ 3,124.66	\$ 2,565.66	\$ 559.00	\$ 5,997.44
343	Oct-41	\$ 9,122.10	\$ 384,290.48	\$ 3,124.66	\$ 2,561.94	\$ 562.73	\$ 5,997.44

344	Nov-41	\$ 9,122.10	\$ 383,727.75	\$ 3,124.66	\$ 2,558.19	\$ 566.48	\$ 5,997.44
345	Dec-41	\$ 9,122.10	\$ 383,161.28	\$ 3,124.66	\$ 2,554.41	\$ 570.25	\$ 5,997.44
346	Jan-42	\$ 9,122.10	\$ 382,591.02	\$ 3,124.66	\$ 2,550.61	\$ 574.05	\$ 5,997.44
347	Feb-42	\$ 9,122.10	\$ 382,016.97	\$ 3,124.66	\$ 2,546.78	\$ 577.88	\$ 5,997.44
348	Mar-42	\$ 9,122.10	\$ 381,439.09	\$ 3,124.66	\$ 2,542.93	\$ 581.73	\$ 5,997.44
349	Apr-42	\$ 9,122.10	\$ 380,857.35	\$ 3,124.66	\$ 2,539.05	\$ 585.61	\$ 5,997.44
350	May-42	\$ 9,122.10	\$ 380,271.74	\$ 3,124.66	\$ 2,535.14	\$ 589.52	\$ 5,997.44
351	Jun-42	\$ 9,578.21	\$ 379,682.22	\$ 3,124.66	\$ 2,531.21	\$ 593.45	\$ 6,453.54
352	Jul-42	\$ 9,578.21	\$ 379,088.77	\$ 3,124.66	\$ 2,527.26	\$ 597.40	\$ 6,453.54
353	Aug-42	\$ 9,578.21	\$ 378,491.37	\$ 3,124.66	\$ 2,523.28	\$ 601.39	\$ 6,453.54
354	Sep-42	\$ 9,578.21	\$ 377,889.99	\$ 3,124.66	\$ 2,519.27	\$ 605.40	\$ 6,453.54
355	Oct-42	\$ 9,578.21	\$ 377,284.59	\$ 3,124.66	\$ 2,515.23	\$ 609.43	\$ 6,453.54
356	Nov-42	\$ 9,578.21	\$ 376,675.16	\$ 3,124.66	\$ 2,511.17	\$ 613.49	\$ 6,453.54
357	Dec-42	\$ 9,578.21	\$ 376,061.67	\$ 3,124.66	\$ 2,507.08	\$ 617.58	\$ 6,453.54
358	Jan-43	\$ 9,578.21	\$ 375,444.08	\$ 3,124.66	\$ 2,502.96	\$ 621.70	\$ 6,453.54
359	Feb-43	\$ 9,578.21	\$ 374,822.38	\$ 3,124.66	\$ 2,498.82	\$ 625.85	\$ 6,453.54
360	Mar-43	\$ 9,578.21	\$ 374,196.53	\$ 3,124.66	\$ 2,494.64	\$ 630.02	\$ 6,453.54
361	Apr-43	\$ 9,578.21	\$ 373,566.52	\$ 3,124.66	\$ 2,490.44	\$ 634.22	\$ 6,453.54
362	May-43	\$ 9,578.21	\$ 372,932.30	\$ 3,124.66	\$ 2,486.22	\$ 638.45	\$ 6,453.54
363	Jun-43	\$ 10,057.12	\$ 372,293.85	\$ 3,124.66	\$ 2,481.96	\$ 642.70	\$ 6,932.45
364	Jul-43	\$ 10,057.12	\$ 371,651.15	\$ 3,124.66	\$ 2,477.67	\$ 646.99	\$ 6,932.45
365	Aug-43	\$ 10,057.12	\$ 371,004.16	\$ 3,124.66	\$ 2,473.36	\$ 651.30	\$ 6,932.45
366	Sep-43	\$ 10,057.12	\$ 370,352.86	\$ 3,124.66	\$ 2,469.02	\$ 655.64	\$ 6,932.45
367	Oct-43	\$ 10,057.12	\$ 369,697.22	\$ 3,124.66	\$ 2,464.65	\$ 660.01	\$ 6,932.45
368	Nov-43	\$ 10,057.12	\$ 369,037.20	\$ 3,124.66	\$ 2,460.25	\$ 664.41	\$ 6,932.45
369	Dec-43	\$ 10,057.12	\$ 368,372.79	\$ 3,124.66	\$ 2,455.82	\$ 668.84	\$ 6,932.45
370	Jan-44	\$ 10,057.12	\$ 367,703.95	\$ 3,124.66	\$ 2,451.36	\$ 673.30	\$ 6,932.45
371	Feb-44	\$ 10,057.12	\$ 367,030.65	\$ 3,124.66	\$ 2,446.87	\$ 677.79	\$ 6,932.45
372	Mar-44	\$ 10,057.12	\$ 366,352.86	\$ 3,124.66	\$ 2,442.35	\$ 682.31	\$ 6,932.45
373	Apr-44	\$ 10,057.12	\$ 365,670.55	\$ 3,124.66	\$ 2,437.80	\$ 686.86	\$ 6,932.45
374	May-44	\$ 10,057.12	\$ 364,983.69	\$ 3,124.66	\$ 2,433.22	\$ 691.44	\$ 6,932.45
375	Jun-44	\$ 10,559.97	\$ 364,292.25	\$ 3,124.66	\$ 2,428.62	\$ 696.05	\$ 7,435.31
376	Jul-44	\$ 10,559.97	\$ 363,596.20	\$ 3,124.66	\$ 2,423.97	\$ 700.69	\$ 7,435.31
377	Aug-44	\$ 10,559.97	\$ 362,895.52	\$ 3,124.66	\$ 2,419.30	\$ 705.36	\$ 7,435.31
378	Sep-44	\$ 10,559.97	\$ 362,190.16	\$ 3,124.66	\$ 2,414.60	\$ 710.06	\$ 7,435.31
379	Oct-44	\$ 10,559.97	\$ 361,480.10	\$ 3,124.66	\$ 2,409.87	\$ 714.79	\$ 7,435.31
380	Nov-44	\$ 10,559.97	\$ 360,765.30	\$ 3,124.66	\$ 2,405.10	\$ 719.56	\$ 7,435.31
381	Dec-44	\$ 10,559.97	\$ 360,045.74	\$ 3,124.66	\$ 2,400.30	\$ 724.36	\$ 7,435.31
382	Jan-45	\$ 10,559.97	\$ 359,321.39	\$ 3,124.66	\$ 2,395.48	\$ 729.19	\$ 7,435.31
383	Feb-45	\$ 10,559.97	\$ 358,592.20	\$ 3,124.66	\$ 2,390.61	\$ 734.05	\$ 7,435.31
384	Mar-45	\$ 10,559.97	\$ 357,858.15	\$ 3,124.66	\$ 2,385.72	\$ 738.94	\$ 7,435.31
385	Apr-45	\$ 10,559.97	\$ 357,119.21	\$ 3,124.66	\$ 2,380.79	\$ 743.87	\$ 7,435.31
386	May-45	\$ 10,559.97	\$ 356,375.35	\$ 3,124.66	\$ 2,375.84	\$ 748.83	\$ 7,435.31
387	Jun-45	\$ 11,087.97	\$ 355,626.52	\$ 3,124.66	\$ 2,370.84	\$ 753.82	\$ 7,963.31
388	Jul-45	\$ 11,087.97	\$ 354,872.70	\$ 3,124.66	\$ 2,365.82	\$ 758.84	\$ 7,963.31
389	Aug-45	\$ 11,087.97	\$ 354,113.86	\$ 3,124.66	\$ 2,360.76	\$ 763.90	\$ 7,963.31
390	Sep-45	\$ 11,087.97	\$ 353,349.96	\$ 3,124.66	\$ 2,355.67	\$ 769.00	\$ 7,963.31
391	Oct-45	\$ 11,087.97	\$ 352,580.96	\$ 3,124.66	\$ 2,350.54	\$ 774.12	\$ 7,963.31
392	Nov-45	\$ 11,087.97	\$ 351,806.84	\$ 3,124.66	\$ 2,345.38	\$ 779.28	\$ 7,963.31
393	Dec-45	\$ 11,087.97	\$ 351,027.56	\$ 3,124.66	\$ 2,340.18	\$ 784.48	\$ 7,963.31
394	Jan-46	\$ 11,087.97	\$ 350,243.08	\$ 3,124.66	\$ 2,334.95	\$ 789.71	\$ 7,963.31
395	Feb-46	\$ 11,087.97	\$ 349,453.37	\$ 3,124.66	\$ 2,329.69	\$ 794.97	\$ 7,963.31
396	Mar-46	\$ 11,087.97	\$ 348,658.40	\$ 3,124.66	\$ 2,324.39	\$ 800.27	\$ 7,963.31
397	Apr-46	\$ 11,087.97	\$ 347,858.12	\$ 3,124.66	\$ 2,319.05	\$ 805.61	\$ 7,963.31
398	May-46	\$ 11,087.97	\$ 347,052.52	\$ 3,124.66	\$ 2,313.68	\$ 810.98	\$ 7,963.31
399	Jun-46	\$ 11,642.37	\$ 346,241.54	\$ 3,124.66	\$ 2,308.28	\$ 816.38	\$ 8,517.71
400	Jul-46	\$ 11,642.37	\$ 345,425.15	\$ 3,124.66	\$ 2,302.83	\$ 821.83	\$ 8,517.71
401	Aug-46	\$ 11,642.37	\$ 344,603.33	\$ 3,124.66	\$ 2,297.36	\$ 827.31	\$ 8,517.71
402	Sep-46	\$ 11,642.37	\$ 343,776.02	\$ 3,124.66	\$ 2,291.84	\$ 832.82	\$ 8,517.71
403	Oct-46	\$ 11,642.37	\$ 342,943.20	\$ 3,124.66	\$ 2,286.29	\$ 838.37	\$ 8,517.71
404	Nov-46	\$ 11,642.37	\$ 342,104.83	\$ 3,124.66	\$ 2,280.70	\$ 843.96	\$ 8,517.71
405	Dec-46	\$ 11,642.37	\$ 341,260.86	\$ 3,124.66	\$ 2,275.07	\$ 849.59	\$ 8,517.71
406	Jan-47	\$ 11,642.37	\$ 340,411.27	\$ 3,124.66	\$ 2,269.41	\$ 855.25	\$ 8,517.71
407	Feb-47	\$ 11,642.37	\$ 339,556.02	\$ 3,124.66	\$ 2,263.71	\$ 860.95	\$ 8,517.71
408	Mar-47	\$ 11,642.37	\$ 338,695.06	\$ 3,124.66	\$ 2,257.97	\$ 866.69	\$ 8,517.71
409	Apr-47	\$ 11,642.37	\$ 337,828.37	\$ 3,124.66	\$ 2,252.19	\$ 872.47	\$ 8,517.71
410	May-47	\$ 11,642.37	\$ 336,955.90	\$ 3,124.66	\$ 2,246.37	\$ 878.29	\$ 8,517.71
411	Jun-47	\$ 12,224.49	\$ 336,077.61	\$ 3,124.66	\$ 2,240.52	\$ 884.14	\$ 9,099.83
412	Jul-47	\$ 12,224.49	\$ 335,193.46	\$ 3,124.66	\$ 2,234.62	\$ 890.04	\$ 9,099.83
413	Aug-47	\$ 12,224.49	\$ 334,303.43	\$ 3,124.66	\$ 2,228.69	\$ 895.97	\$ 9,099.83
414	Sep-47	\$ 12,224.49	\$ 333,407.45	\$ 3,124.66	\$ 2,222.72	\$ 901.95	\$ 9,099.83

415	Oct-47	\$	12,224.49	\$	332,505.51	\$	3,124.66	\$	2,216.70	\$	907.96	\$	9,099.83
416	Nov-47	\$	12,224.49	\$	331,597.55	\$	3,124.66	\$	2,210.65	\$	914.01	\$	9,099.83
417	Dec-47	\$	12,224.49	\$	330,683.54	\$	3,124.66	\$	2,204.56	\$	920.10	\$	9,099.83
418	Jan-48	\$	12,224.49	\$	329,763.43	\$	3,124.66	\$	2,198.42	\$	926.24	\$	9,099.83
419	Feb-48	\$	12,224.49	\$	328,837.19	\$	3,124.66	\$	2,192.25	\$	932.41	\$	9,099.83
420	Mar-48	\$	12,224.49	\$	327,904.78	\$	3,124.66	\$	2,186.03	\$	938.63	\$	9,099.83
421	Apr-48	\$	12,224.49	\$	326,966.15	\$	3,124.66	\$	2,179.77	\$	944.89	\$	9,099.83
422	May-48	\$	12,224.49	\$	326,021.26	\$	3,124.66	\$	2,173.48	\$	951.19	\$	9,099.83
423	Jun-48	\$	12,835.71	\$	325,070.08	\$	3,124.66	\$	2,167.13	\$	957.53	\$	9,711.05
424	Jul-48	\$	12,835.71	\$	324,112.55	\$	3,124.66	\$	2,160.75	\$	963.91	\$	9,711.05
425	Aug-48	\$	12,835.71	\$	323,148.64	\$	3,124.66	\$	2,154.32	\$	970.34	\$	9,711.05
426	Sep-48	\$	12,835.71	\$	322,178.30	\$	3,124.66	\$	2,147.86	\$	976.81	\$	9,711.05
427	Oct-48	\$	12,835.71	\$	321,201.49	\$	3,124.66	\$	2,141.34	\$	983.32	\$	9,711.05
428	Nov-48	\$	12,835.71	\$	320,218.18	\$	3,124.66	\$	2,134.79	\$	989.87	\$	9,711.05
429	Dec-48	\$	12,835.71	\$	319,228.30	\$	3,124.66	\$	2,128.19	\$	996.47	\$	9,711.05
430	Jan-49	\$	12,835.71	\$	318,231.83	\$	3,124.66	\$	2,121.55	\$	1,003.12	\$	9,711.05
431	Feb-49	\$	12,835.71	\$	317,228.71	\$	3,124.66	\$	2,114.86	\$	1,009.80	\$	9,711.05
432	Mar-49	\$	12,835.71	\$	316,218.91	\$	3,124.66	\$	2,108.13	\$	1,016.54	\$	9,711.05
433	Apr-49	\$	12,835.71	\$	315,202.37	\$	3,124.66	\$	2,101.35	\$	1,023.31	\$	9,711.05
434	May-49	\$	12,835.71	\$	314,179.06	\$	3,124.66	\$	2,094.53	\$	1,030.13	\$	9,711.05
435	Jun-49	\$	13,477.50	\$	313,148.93	\$	3,124.66	\$	2,087.66	\$	1,037.00	\$	10,352.84
436	Jul-49	\$	13,477.50	\$	312,111.92	\$	3,124.66	\$	2,080.75	\$	1,043.92	\$	10,352.84
437	Aug-49	\$	13,477.50	\$	311,068.01	\$	3,124.66	\$	2,073.79	\$	1,050.88	\$	10,352.84
438	Sep-49	\$	13,477.50	\$	310,017.13	\$	3,124.66	\$	2,066.78	\$	1,057.88	\$	10,352.84

**Fort Wayne -- Assignment of Lease Rents and Successor Lease Rents -- Coldwater**

		Cash Flow	Outstanding Principal	8 00% Debt Service	Stated Interest	Principal Component	OID Amortization
0	Mar-13	(460,000)					
1	Apr-13	\$ 2,326.99	\$ 460,000.00	\$ 3,124.66	\$ 3,066.67	\$ 58.00	(797.67)
2	May-13	\$ 2,326.99	\$ 459,942.00	\$ 3,124.66	\$ 3,066.28	\$ 58.38	(797.67)
3	Jun-13	\$ 2,326.99	\$ 459,883.62	\$ 3,124.66	\$ 3,065.89	\$ 58.77	(797.67)
4	Jul-13	\$ 2,326.99	\$ 459,824.85	\$ 3,124.66	\$ 3,065.50	\$ 59.16	(797.67)
5	Aug-13	\$ 2,326.99	\$ 459,765.69	\$ 3,124.66	\$ 3,065.10	\$ 59.56	(797.67)
6	Sep-13	\$ 2,326.99	\$ 459,706.13	\$ 3,124.66	\$ 3,064.71	\$ 59.95	(797.67)
7	Oct-13	\$ 2,326.99	\$ 459,646.18	\$ 3,124.66	\$ 3,064.31	\$ 60.35	(797.67)
8	Nov-13	\$ 2,326.99	\$ 459,585.82	\$ 3,124.66	\$ 3,063.90	\$ 60.76	(797.67)
9	Dec-13	\$ 2,326.99	\$ 459,525.07	\$ 3,124.66	\$ 3,063.50	\$ 61.16	(797.67)
10	Jan-14	\$ 2,326.99	\$ 459,463.91	\$ 3,124.66	\$ 3,063.09	\$ 61.57	(797.67)
11	Feb-14	\$ 2,326.99	\$ 459,402.34	\$ 3,124.66	\$ 3,062.68	\$ 61.98	(797.67)
12	Mar-14	\$ 2,326.99	\$ 459,340.36	\$ 3,124.66	\$ 3,062.27	\$ 62.39	(797.67)
13	Apr-14	\$ 2,326.99	\$ 459,277.97	\$ 3,124.66	\$ 3,061.85	\$ 62.81	(797.67)
14	May-14	\$ 2,326.99	\$ 459,215.16	\$ 3,124.66	\$ 3,061.43	\$ 63.23	(797.67)
15	Jun-14	\$ 2,443.34	\$ 459,151.93	\$ 3,124.66	\$ 3,061.01	\$ 63.65	(681.32)
16	Jul-14	\$ 2,443.34	\$ 459,088.28	\$ 3,124.66	\$ 3,060.59	\$ 64.07	(681.32)
17	Aug-14	\$ 2,443.34	\$ 459,024.21	\$ 3,124.66	\$ 3,060.16	\$ 64.50	(681.32)
18	Sep-14	\$ 2,443.34	\$ 458,959.71	\$ 3,124.66	\$ 3,059.73	\$ 64.93	(681.32)
19	Oct-14	\$ 2,443.34	\$ 458,894.78	\$ 3,124.66	\$ 3,059.30	\$ 65.36	(681.32)
20	Nov-14	\$ 2,443.34	\$ 458,829.41	\$ 3,124.66	\$ 3,058.86	\$ 65.80	(681.32)
21	Dec-14	\$ 2,443.34	\$ 458,763.61	\$ 3,124.66	\$ 3,058.42	\$ 66.24	(681.32)
22	Jan-15	\$ 2,443.34	\$ 458,697.38	\$ 3,124.66	\$ 3,057.98	\$ 66.68	(681.32)
23	Feb-15	\$ 2,443.34	\$ 458,630.70	\$ 3,124.66	\$ 3,057.54	\$ 67.12	(681.32)
24	Mar-15	\$ 2,443.34	\$ 458,563.57	\$ 3,124.66	\$ 3,057.09	\$ 67.57	(681.32)
25	Apr-15	\$ 2,443.34	\$ 458,496.00	\$ 3,124.66	\$ 3,056.64	\$ 68.02	(681.32)
26	May-15	\$ 2,443.34	\$ 458,427.98	\$ 3,124.66	\$ 3,056.19	\$ 68.48	(681.32)
27	Jun-15	\$ 2,565.51	\$ 458,359.51	\$ 3,124.66	\$ 3,055.73	\$ 68.93	(559.16)
28	Jul-15	\$ 2,565.51	\$ 458,290.57	\$ 3,124.66	\$ 3,055.27	\$ 69.39	(559.16)
29	Aug-15	\$ 2,565.51	\$ 458,221.18	\$ 3,124.66	\$ 3,054.81	\$ 69.85	(559.16)
30	Sep-15	\$ 2,565.51	\$ 458,151.33	\$ 3,124.66	\$ 3,054.34	\$ 70.32	(559.16)
31	Oct-15	\$ 2,565.51	\$ 458,081.01	\$ 3,124.66	\$ 3,053.87	\$ 70.79	(559.16)
32	Nov-15	\$ 2,565.51	\$ 458,010.22	\$ 3,124.66	\$ 3,053.40	\$ 71.26	(559.16)
33	Dec-15	\$ 2,565.51	\$ 457,938.96	\$ 3,124.66	\$ 3,052.93	\$ 71.74	(559.16)
34	Jan-16	\$ 2,565.51	\$ 457,867.23	\$ 3,124.66	\$ 3,052.45	\$ 72.21	(559.16)
35	Feb-16	\$ 2,565.51	\$ 457,795.01	\$ 3,124.66	\$ 3,051.97	\$ 72.69	(559.16)
36	Mar-16	\$ 2,565.51	\$ 457,722.32	\$ 3,124.66	\$ 3,051.48	\$ 73.18	(559.16)

486	Sep-53	\$ 16,381.98	\$ 250,405.64	\$ 3,124.66	\$ 1,669.37	\$ 1,455.29	\$ 13,257.32
487	Oct-53	\$ 16,381.98	\$ 248,950.35	\$ 3,124.66	\$ 1,659.67	\$ 1,464.99	\$ 13,257.32
488	Nov-53	\$ 16,381.98	\$ 247,485.35	\$ 3,124.66	\$ 1,649.90	\$ 1,474.76	\$ 13,257.32
489	Dec-53	\$ 16,381.98	\$ 246,010.59	\$ 3,124.66	\$ 1,640.07	\$ 1,484.59	\$ 13,257.32
490	Jan-54	\$ 16,381.98	\$ 244,526.00	\$ 3,124.66	\$ 1,630.17	\$ 1,494.49	\$ 13,257.32
491	Feb-54	\$ 16,381.98	\$ 243,031.51	\$ 3,124.66	\$ 1,620.21	\$ 1,504.45	\$ 13,257.32
492	Mar-54	\$ 16,381.98	\$ 241,527.06	\$ 3,124.66	\$ 1,610.18	\$ 1,514.48	\$ 13,257.32
493	Apr-54	\$ 16,381.98	\$ 240,012.58	\$ 3,124.66	\$ 1,600.08	\$ 1,524.58	\$ 13,257.32
494	May-54	\$ 16,381.98	\$ 238,488.00	\$ 3,124.66	\$ 1,589.92	\$ 1,534.74	\$ 13,257.32
495	Jun-54	\$ 17,201.08	\$ 236,953.26	\$ 3,124.66	\$ 1,579.69	\$ 1,544.97	\$ 14,076.42
496	Jul-54	\$ 17,201.08	\$ 235,408.29	\$ 3,124.66	\$ 1,569.39	\$ 1,555.27	\$ 14,076.42
497	Aug-54	\$ 17,201.08	\$ 233,853.02	\$ 3,124.66	\$ 1,559.02	\$ 1,565.64	\$ 14,076.42
498	Sep-54	\$ 17,201.08	\$ 232,287.37	\$ 3,124.66	\$ 1,548.58	\$ 1,576.08	\$ 14,076.42
499	Oct-54	\$ 17,201.08	\$ 230,711.30	\$ 3,124.66	\$ 1,538.08	\$ 1,586.59	\$ 14,076.42
500	Nov-54	\$ 17,201.08	\$ 229,124.71	\$ 3,124.66	\$ 1,527.50	\$ 1,597.16	\$ 14,076.42
501	Dec-54	\$ 17,201.08	\$ 227,527.54	\$ 3,124.66	\$ 1,516.85	\$ 1,607.81	\$ 14,076.42
502	Jan-55	\$ 17,201.08	\$ 225,919.73	\$ 3,124.66	\$ 1,506.13	\$ 1,618.53	\$ 14,076.42
503	Feb-55	\$ 17,201.08	\$ 224,301.20	\$ 3,124.66	\$ 1,495.34	\$ 1,629.32	\$ 14,076.42
504	Mar-55	\$ 17,201.08	\$ 222,671.88	\$ 3,124.66	\$ 1,484.48	\$ 1,640.18	\$ 14,076.42
505	Apr-55	\$ 17,201.08	\$ 221,031.70	\$ 3,124.66	\$ 1,473.54	\$ 1,651.12	\$ 14,076.42
506	May-55	\$ 17,201.08	\$ 219,380.58	\$ 3,124.66	\$ 1,462.54	\$ 1,662.12	\$ 14,076.42
507	Jun-55	\$ 18,061.14	\$ 217,718.46	\$ 3,124.66	\$ 1,451.46	\$ 1,673.21	\$ 14,936.47
508	Jul-55	\$ 18,061.14	\$ 216,045.25	\$ 3,124.66	\$ 1,440.30	\$ 1,684.36	\$ 14,936.47
509	Aug-55	\$ 18,061.14	\$ 214,360.89	\$ 3,124.66	\$ 1,429.07	\$ 1,695.59	\$ 14,936.47
510	Sep-55	\$ 18,061.14	\$ 212,665.30	\$ 3,124.66	\$ 1,417.77	\$ 1,706.89	\$ 14,936.47
511	Oct-55	\$ 18,061.14	\$ 210,958.41	\$ 3,124.66	\$ 1,406.39	\$ 1,718.27	\$ 14,936.47
512	Nov-55	\$ 18,061.14	\$ 209,240.14	\$ 3,124.66	\$ 1,394.93	\$ 1,729.73	\$ 14,936.47
513	Dec-55	\$ 18,061.14	\$ 207,510.41	\$ 3,124.66	\$ 1,383.40	\$ 1,741.26	\$ 14,936.47
514	Jan-56	\$ 18,061.14	\$ 205,769.15	\$ 3,124.66	\$ 1,371.79	\$ 1,752.87	\$ 14,936.47
515	Feb-56	\$ 18,061.14	\$ 204,016.29	\$ 3,124.66	\$ 1,360.11	\$ 1,764.55	\$ 14,936.47
516	Mar-56	\$ 18,061.14	\$ 202,251.73	\$ 3,124.66	\$ 1,348.34	\$ 1,776.32	\$ 14,936.47
517	Apr-56	\$ 18,061.14	\$ 200,475.42	\$ 3,124.66	\$ 1,336.50	\$ 1,788.16	\$ 14,936.47
518	May-56	\$ 18,061.14	\$ 198,687.26	\$ 3,124.66	\$ 1,324.58	\$ 1,800.08	\$ 14,936.47
519	Jun-56	\$ 18,964.19	\$ 196,887.18	\$ 3,124.66	\$ 1,312.58	\$ 1,812.08	\$ 15,839.53
520	Jul-56	\$ 18,964.19	\$ 195,075.10	\$ 3,124.66	\$ 1,300.50	\$ 1,824.16	\$ 15,839.53
521	Aug-56	\$ 18,964.19	\$ 193,250.93	\$ 3,124.66	\$ 1,288.34	\$ 1,836.32	\$ 15,839.53
522	Sep-56	\$ 18,964.19	\$ 191,414.61	\$ 3,124.66	\$ 1,276.10	\$ 1,848.56	\$ 15,839.53
523	Oct-56	\$ 18,964.19	\$ 189,566.05	\$ 3,124.66	\$ 1,263.77	\$ 1,860.89	\$ 15,839.53
524	Nov-56	\$ 18,964.19	\$ 187,705.16	\$ 3,124.66	\$ 1,251.37	\$ 1,873.29	\$ 15,839.53
525	Dec-56	\$ 18,964.19	\$ 185,831.87	\$ 3,124.66	\$ 1,238.88	\$ 1,885.78	\$ 15,839.53
526	Jan-57	\$ 18,964.19	\$ 183,946.08	\$ 3,124.66	\$ 1,226.31	\$ 1,898.35	\$ 15,839.53
527	Feb-57	\$ 18,964.19	\$ 182,047.73	\$ 3,124.66	\$ 1,213.65	\$ 1,911.01	\$ 15,839.53
528	Mar-57	\$ 18,964.19	\$ 180,136.72	\$ 3,124.66	\$ 1,200.91	\$ 1,923.75	\$ 15,839.53
529	Apr-57	\$ 18,964.19	\$ 178,212.97	\$ 3,124.66	\$ 1,188.09	\$ 1,936.58	\$ 15,839.53
530	May-57	\$ 18,964.19	\$ 176,276.39	\$ 3,124.66	\$ 1,175.18	\$ 1,949.49	\$ 15,839.53
531	Jun-57	\$ 19,912.40	\$ 174,326.91	\$ 3,124.66	\$ 1,162.18	\$ 1,962.48	\$ 16,787.74
532	Jul-57	\$ 19,912.40	\$ 172,364.43	\$ 3,124.66	\$ 1,149.10	\$ 1,975.57	\$ 16,787.74
533	Aug-57	\$ 19,912.40	\$ 170,388.86	\$ 3,124.66	\$ 1,135.93	\$ 1,988.74	\$ 16,787.74
534	Sep-57	\$ 19,912.40	\$ 168,400.12	\$ 3,124.66	\$ 1,122.67	\$ 2,001.99	\$ 16,787.74
535	Oct-57	\$ 19,912.40	\$ 166,398.13	\$ 3,124.66	\$ 1,109.32	\$ 2,015.34	\$ 16,787.74
536	Nov-57	\$ 19,912.40	\$ 164,382.79	\$ 3,124.66	\$ 1,095.89	\$ 2,028.78	\$ 16,787.74
537	Dec-57	\$ 19,912.40	\$ 162,354.01	\$ 3,124.66	\$ 1,082.36	\$ 2,042.30	\$ 16,787.74
538	Jan-58	\$ 19,912.40	\$ 160,311.71	\$ 3,124.66	\$ 1,068.74	\$ 2,055.92	\$ 16,787.74
539	Feb-58	\$ 19,912.40	\$ 158,255.79	\$ 3,124.66	\$ 1,055.04	\$ 2,069.62	\$ 16,787.74
540	Mar-58	\$ 19,912.40	\$ 156,186.17	\$ 3,124.66	\$ 1,041.24	\$ 2,083.42	\$ 16,787.74
541	Apr-58	\$ 19,912.40	\$ 154,102.75	\$ 3,124.66	\$ 1,027.35	\$ 2,097.31	\$ 16,787.74
542	May-58	\$ 19,912.40	\$ 152,005.44	\$ 3,124.66	\$ 1,013.37	\$ 2,111.29	\$ 16,787.74
543	Jun-58	\$ 20,908.02	\$ 149,894.15	\$ 3,124.66	\$ 999.29	\$ 2,125.37	\$ 17,783.36
544	Jul-58	\$ 20,908.02	\$ 147,768.78	\$ 3,124.66	\$ 985.13	\$ 2,139.54	\$ 17,783.36
545	Aug-58	\$ 20,908.02	\$ 145,629.24	\$ 3,124.66	\$ 970.86	\$ 2,153.80	\$ 17,783.36
546	Sep-58	\$ 20,908.02	\$ 143,475.44	\$ 3,124.66	\$ 956.50	\$ 2,168.16	\$ 17,783.36
547	Oct-58	\$ 20,908.02	\$ 141,307.28	\$ 3,124.66	\$ 942.05	\$ 2,182.61	\$ 17,783.36
548	Nov-58	\$ 20,908.02	\$ 139,124.67	\$ 3,124.66	\$ 927.50	\$ 2,197.16	\$ 17,783.36
549	Dec-58	\$ 20,908.02	\$ 136,927.51	\$ 3,124.66	\$ 912.85	\$ 2,211.81	\$ 17,783.36
550	Jan-59	\$ 20,908.02	\$ 134,715.70	\$ 3,124.66	\$ 898.10	\$ 2,226.56	\$ 17,783.36
551	Feb-59	\$ 20,908.02	\$ 132,489.14	\$ 3,124.66	\$ 883.26	\$ 2,241.40	\$ 17,783.36
552	Mar-59	\$ 20,908.02	\$ 130,247.74	\$ 3,124.66	\$ 868.32	\$ 2,256.34	\$ 17,783.36
553	Apr-59	\$ 20,908.02	\$ 127,991.39	\$ 3,124.66	\$ 853.28	\$ 2,271.39	\$ 17,783.36
554	May-59	\$ 20,908.02	\$ 125,720.01	\$ 3,124.66	\$ 838.13	\$ 2,286.53	\$ 17,783.36
555	Jun-59	\$ 21,953.42	\$ 123,433.48	\$ 3,124.66	\$ 822.89	\$ 2,301.77	\$ 18,828.76
556	Jul-59	\$ 21,953.42	\$ 121,131.71	\$ 3,124.66	\$ 807.54	\$ 2,317.12	\$ 18,828.76

557	Aug-59	\$ 21,953.42	\$ 118,814.59	\$ 3,124.66	\$ 792.10	\$ 2,332.56	\$ 18,828.76
558	Sep-59	\$ 21,953.42	\$ 116,482.03	\$ 3,124.66	\$ 776.55	\$ 2,348.11	\$ 18,828.76
559	Oct-59	\$ 21,953.42	\$ 114,133.91	\$ 3,124.66	\$ 760.89	\$ 2,363.77	\$ 18,828.76
560	Nov-59	\$ 21,953.42	\$ 111,770.14	\$ 3,124.66	\$ 745.13	\$ 2,379.53	\$ 18,828.76
561	Dec-59	\$ 21,953.42	\$ 109,390.62	\$ 3,124.66	\$ 729.27	\$ 2,395.39	\$ 18,828.76
562	Jan-60	\$ 21,953.42	\$ 106,995.23	\$ 3,124.66	\$ 713.30	\$ 2,411.36	\$ 18,828.76
563	Feb-60	\$ 21,953.42	\$ 104,583.86	\$ 3,124.66	\$ 697.23	\$ 2,427.44	\$ 18,828.76
564	Mar-60	\$ 21,953.42	\$ 102,156.43	\$ 3,124.66	\$ 681.04	\$ 2,443.62	\$ 18,828.76
565	Apr-60	\$ 21,953.42	\$ 99,712.81	\$ 3,124.66	\$ 664.75	\$ 2,459.91	\$ 18,828.76
566	May-60	\$ 21,953.42	\$ 97,252.90	\$ 3,124.66	\$ 648.35	\$ 2,476.31	\$ 18,828.76
567	Jun-60	\$ 23,051.10	\$ 94,776.59	\$ 3,124.66	\$ 631.84	\$ 2,492.82	\$ 19,926.43
568	Jul-60	\$ 23,051.10	\$ 92,283.77	\$ 3,124.66	\$ 615.23	\$ 2,509.44	\$ 19,926.43
569	Aug-60	\$ 23,051.10	\$ 89,774.34	\$ 3,124.66	\$ 598.50	\$ 2,526.17	\$ 19,926.43
570	Sep-60	\$ 23,051.10	\$ 87,248.17	\$ 3,124.66	\$ 581.65	\$ 2,543.01	\$ 19,926.43
571	Oct-60	\$ 23,051.10	\$ 84,705.16	\$ 3,124.66	\$ 564.70	\$ 2,559.96	\$ 19,926.43
572	Nov-60	\$ 23,051.10	\$ 82,145.20	\$ 3,124.66	\$ 547.63	\$ 2,577.03	\$ 19,926.43
573	Dec-60	\$ 23,051.10	\$ 79,568.18	\$ 3,124.66	\$ 530.45	\$ 2,594.21	\$ 19,926.43
574	Jan-61	\$ 23,051.10	\$ 76,973.97	\$ 3,124.66	\$ 513.16	\$ 2,611.50	\$ 19,926.43
575	Feb-61	\$ 23,051.10	\$ 74,362.47	\$ 3,124.66	\$ 495.75	\$ 2,628.91	\$ 19,926.43
576	Mar-61	\$ 23,051.10	\$ 71,733.55	\$ 3,124.66	\$ 478.22	\$ 2,646.44	\$ 19,926.43
577	Apr-61	\$ 23,051.10	\$ 69,087.12	\$ 3,124.66	\$ 460.58	\$ 2,664.08	\$ 19,926.43
578	May-61	\$ 23,051.10	\$ 66,423.04	\$ 3,124.66	\$ 442.82	\$ 2,681.84	\$ 19,926.43
579	Jun-61	\$ 24,203.65	\$ 63,741.19	\$ 3,124.66	\$ 424.94	\$ 2,699.72	\$ 21,078.99
580	Jul-61	\$ 24,203.65	\$ 61,041.47	\$ 3,124.66	\$ 406.94	\$ 2,717.72	\$ 21,078.99
581	Aug-61	\$ 24,203.65	\$ 58,323.76	\$ 3,124.66	\$ 388.83	\$ 2,735.84	\$ 21,078.99
582	Sep-61	\$ 24,203.65	\$ 55,587.92	\$ 3,124.66	\$ 370.59	\$ 2,754.08	\$ 21,078.99
583	Oct-61	\$ 24,203.65	\$ 52,833.84	\$ 3,124.66	\$ 352.23	\$ 2,772.44	\$ 21,078.99
584	Nov-61	\$ 24,203.65	\$ 50,061.41	\$ 3,124.66	\$ 333.74	\$ 2,790.92	\$ 21,078.99
585	Dec-61	\$ 24,203.65	\$ 47,270.49	\$ 3,124.66	\$ 315.14	\$ 2,809.53	\$ 21,078.99
586	Jan-62	\$ 24,203.65	\$ 44,460.96	\$ 3,124.66	\$ 296.41	\$ 2,828.26	\$ 21,078.99
587	Feb-62	\$ 24,203.65	\$ 41,632.71	\$ 3,124.66	\$ 277.55	\$ 2,847.11	\$ 21,078.99
588	Mar-62	\$ 24,203.65	\$ 38,785.60	\$ 3,124.66	\$ 258.57	\$ 2,866.09	\$ 21,078.99
589	Apr-62	\$ 24,203.65	\$ 35,919.51	\$ 3,124.66	\$ 239.46	\$ 2,885.20	\$ 21,078.99
590	May-62	\$ 24,203.65	\$ 33,034.31	\$ 3,124.66	\$ 220.23	\$ 2,904.43	\$ 21,078.99
591	Jun-62	\$ 25,413.83	\$ 30,129.87	\$ 3,124.66	\$ 200.87	\$ 2,923.80	\$ 22,289.17
592	Jul-62	\$ 25,413.83	\$ 27,206.08	\$ 3,124.66	\$ 181.37	\$ 2,943.29	\$ 22,289.17
593	Aug-62	\$ 25,413.83	\$ 24,262.79	\$ 3,124.66	\$ 161.75	\$ 2,962.91	\$ 22,289.17
594	Sep-62	\$ 25,413.83	\$ 21,299.88	\$ 3,124.66	\$ 142.00	\$ 2,982.66	\$ 22,289.17
595	Oct-62	\$ 25,413.83	\$ 18,317.22	\$ 3,124.66	\$ 122.11	\$ 3,002.55	\$ 22,289.17
596	Nov-62	\$ 25,413.83	\$ 15,314.67	\$ 3,124.66	\$ 102.10	\$ 3,022.56	\$ 22,289.17
597	Dec-62	\$ 25,413.83	\$ 12,292.11	\$ 3,124.66	\$ 81.95	\$ 3,042.71	\$ 22,289.17
598	Jan-63	\$ 25,413.83	\$ 9,249.39	\$ 3,124.66	\$ 61.66	\$ 3,063.00	\$ 22,289.17
599	Feb-63	\$ 25,413.83	\$ 6,186.39	\$ 3,124.66	\$ 41.24	\$ 3,083.42	\$ 22,289.17
600	Mar-63	\$ 25,413.83	\$ 3,102.98	\$ 3,124.66	\$ 20.69	\$ 3,103.98	\$ 22,289.17

**EXHIBIT C**

**TENANT NOTIFICATION LETTER**

US Cellular  
Attn: Lease Administration  
8410 W Bryn Mawr Ave  
Chicago, IL 60631

**Site Address: 13323 Coldwater Road, Fort Wayne, IN 46845; Site ID: 597933**

APWII Site Name: FORT WAYNE-COLDWATER

APWII CRM #L339057

*Re: That certain TOWER ATTACHEMENT LICENSE AGREEMENT dated June 30, 2003, by and between Utility Center, Inc., as licensor, and Chicago 20Mhz, LLC, a Delaware limited liability company doing business as U.S. Cellular, as licensee; as assigned, transferred, and amended.*

Dear Sir/Madam:

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "AP Wireless Investments I, LLC," subject to any further instructions you may hereafter receive from AP Wireless Investments I, LLC, and should be delivered to **AP Wireless Investments I, LLC, Attn: Ryan McGee, 9373 Towne Centre Dr., Suite 200, San Diego, CA 92121**. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease. Any future communications regarding any amounts payable by you to Landlord under the Lease should be made as directed by AP WIRELESS INVESTMENTS I, LLC. If you have any questions about the foregoing, please contact Eric Overman at (646) 912-8058.

Sincerely,

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

By:

Name: Benjamin Groeneweg

Title: Program Manager: Utility Asset Management and Sustainability  
Authorized signatory on behalf of the Fort Wayne Board of Public Works

**EXHIBIT D****LIENS AND ENCUMBRANCES****1. Taxes**

**Calendar year:** 2012  
**Amount:** TAX EXEMPT  
**Parcel ID #:** 02-02-28-200-001.001-057  
**Paid through:** The property shown herein is now listed as tax-exempt for the year 2012.  
 This Title Report is subject to all taxes which may be hereafter levied against said property.  
**Assessment:** TAX EXEMPT (total = land and improvements, if any)

**2. Type of Deed:** Corporate Warranty Deed  
**From:** Northwest Allen County Schools, a community corporation  
**To:** Utility Center, Inc., an Indiana corporation, d/b/a AquaSource  
**Dated:** 07/27/2001  
**Recorded on:** 07/31/2001  
**Recorded in:** Instrument No. 201052860

**3. Resolution of Possession**  
**From:** The Utility Center, Inc. d/b/a AquaSource North Sewer and Water Systems  
**To:** The City of Fort Wayne, Indiana  
**Dated:** 12/12/2007  
**Recorded on:** 08/27/2009  
**Recorded in:** Instrument No. 2009045108

**EXHIBIT E**

**MEMORANDUM**

**[See following page]**

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

AP WIRELESS INVESTMENTS I, LLC  
9373 Towne Centre Drive, Suite 200  
San Diego, CA 92121

Attn: Eric M. Overman

MEMORANDUM OF ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS

This Memorandum of Assignment of Lease Rents and Successor Lease Rents (this "Memorandum") is made as of the **29** day of **March**, 2013 by and between BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE ("Landlord"), and AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company ("APWII").

A. Landlord, as lessor, and successor in interest to Utility Center Inc., an Indiana corporation, and Chicago 20Mhz., LLC, a Delaware limited liability company doing business as U.S. Cellular, as lessee ("Tenant"), are parties to that certain lease agreement dated June 30, 2003 between Landlord and Tenant (the "Lease") covering the premises commonly known as 13323 Coldwater Road, Fort Wayne, IN 46845 and as further described in Exhibit A hereto (the "Premises").

B. Landlord and APWII are parties to an Assignment of Lease Rents and Successor Lease Rents dated as of **March 29**, 2013 (the "Agreement"), pursuant to which Landlord has, among other things, assigned to APWII its right, title and interest in all monies payable under the Lease and any Successor Lease (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise) (the "Rents"). The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of APWII's rights under the Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has assigned and hereby does sell and assign all of its right, title and interest in and to the Rents to APWII, on the terms and subject to the conditions set forth in the Agreement. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on May 1, 2063. Landlord has retained all of Landlord's obligations and liabilities under the Lease or a Successor Lease. The term of the assignment of the Lease, and of a Successor Lease, is subject to extension on the terms and conditions set forth in the Agreement.



Assignment of Lease Rents and Successor Lease Rents made as of March 29, 2013 by and between AP WIRELESS INVESTMENTS I, LLC, a Delaware limited liability company, and Board of Public Works City of San Diego.

AP WIRELESS INVESTMENTS I, LLC

~~By: [Signature]~~  
Print Name: Eric M. Overman  
Title: C.E.O. and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
City: San Diego  
State: California  
Zip: 92121

STATE OF California }  
COUNTY OF San Diego }

On March 25, 2013, before me, Ann L. Marston, Notary Public.  
(Name of Notary Public and Title)

Personally appeared Eric M. Overman ~~personally known to me~~ who or proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)

**EXHIBIT F**

**[LEGAL DESCRIPTION]**

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

COMMENCING at the Northeast corner of Section 28, Township 32 North, Range 12 East as marked by a P.K. nail found; thence South 00 degrees 10 minutes 21 seconds East (bearing basis for description) along the East line of the Northeast One-Quarter of said Section 28, a distance of 260.0 feet (deed) to the Southeast corner of a tract of land owned by Irving Ready Mix in Deed Record 489, Page 413; thence North 89 degrees 48 minutes 10 seconds West and parallel to the North line of said Northeast One-Quarter, and along the South line of said Irving Ready Mix parcel, a distance of 187.40 feet to a 5/8 inch diameter iron pin set at the Point of Beginning.

BEGINNING at the above described point; thence South 00 degrees 11 minutes 50 seconds West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89 degrees 48 minutes 10 seconds West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00 degrees 11 minutes 50 seconds East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89 degrees 48 minutes 10 seconds East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

TOGETHER WITH AND SUBJECT TO

A non-exclusive easement for the purpose of ingress and egress, for the benefit of Parcel I over and across the following described real estate in Allen County, Indiana:

A twenty (20) foot ingress and egress easement, lying ten (10) feet on both sides of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East, in Allen County, Indiana, as marked by a P.K. nail found; thence South 00 degrees 10 minutes 21 seconds East (bearing basis for description) along the East line of said Section 28, a distance of 260.1 feet; thence North 89 degrees 48 minutes 10 seconds West, a distance of 187.40 feet; thence South 00 degrees 11 minutes 50 seconds West, a distance of 56.00 feet to the point of beginning; thence South 89 degrees 48 minutes 10 seconds East, a distance of 147.76 feet to the point of terminus of said easement.

AND BEING the same property conveyed to Utility Center, Inc., an Indiana corporation, d/b/a AquaSource from Northwest Allen County Schools, a community corporation by Corporate Warranty Deed dated July 27, 2001 and recorded July 31, 2001 in Instrument No. 201052860; AND FURTHER CONVEYED to the City of Fort Wayne, Indiana from The Utility Center, Inc. d/b/a AquaSource North Sewer and Water Systems by Resolution of Possession dated December 12, 2007 and recorded August 27, 2009 in Instrument No. 2009045108.

Tax Parcel No. 02-02-28-200-001.001-057

**EXHIBIT G**

**RIDER**

**RIDER TO MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
BOARD OF PUBLIC WORKS,  
CITY OF FORT WAYNE, ("CITY"), AND  
AP WIRELESS INVESTMENT I, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY ("APWII")**

Notwithstanding anything to the contrary contained therein, the Memorandum of Understanding and the Assignment of Lease Rents and Successor Lease Rents attached thereto as Exhibit A-1 are subject to the following provisions:

1. Landlord operates upon the site an elevated water tank used in the provision of potable drinking water for the citizens of Fort Wayne, Indiana ("Water Tower"). Regardless of the terms and provisions set forth in the Memorandum of Understanding and Assignment of Lease Rents and Successor Lease Rents, Landlord reserves the following rights and privileges:

- (a) Landlord retains the right to maintain security in and around the Water Tower commensurate with industry standards for municipal water supplies;
- (b) Landlord retains the right to maintain the Water Tower and its associated equipment and systems in accordance with industry standards for municipal water supplies, and actions taken by Landlord in furtherance of such maintenance of the Water Tower and associated equipment and systems shall not constitute a default under the terms and conditions of this Agreement.
- (c) Landlord shall at all times retain the right to act as it deems necessary with regard to the Water Tower and its associated equipment and systems to protect and secure the public health, safety and welfare, to counteract public or utility emergencies, and to react to catastrophic events, extremes of weather, riots, labor strife and acts of God or war, and such acts by Landlord shall not constitute a default under the terms and conditions of this Agreement.

2. Notwithstanding anything contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents, Landlord shall at all times retain the right to approve all Successor Tenants and all Successor Leases proposed by APWII during the term of the Assignment of Lease Rents and Successor Lease Rents. To the extent that APWII shall locate a proposed Successor Tenant or Successor Lease, APWII shall provide notice to Landlord of any proposed Successor Tenant or any proposed Successor Lease and Landlord shall have a period of thirty (30) days within which to either accept or reject the proposed Successor Tenant or proposed Successor Lease. Landlord may accept or reject said proposed Successor Tenant or proposed Successor Lease in its sole and unmitigated discretion.

3. (a). Notwithstanding anything else contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents, Landlord shall have the right to terminate the Assignment of Lease Rents and Successor Lease Rents, , upon one hundred thirty-five (135) days prior written notice ("Termination Notice"), subject to the following terms and conditions:

(i). Provided that Landlord is not otherwise in default of the terms and conditions of the Assignment of Lease Rents and Successor Lease Rents, Landlord shall prepare and send to APWII a Termination Notice which identifies and describes, in Landlord's determination, existing defects making

the Water Tower structurally unsound and, in the interest of the public health, safety and welfare, should be demolished and removed; (collectively "Landlord Termination Rights").

(ii). The Termination Notice shall also identify an independent qualified engineer that Landlord wishes to engage to perform a structural analysis of the Water Tower deemed by Landlord to be structurally unsound. Within thirty (30) days of receiving the Termination Notice, APWII shall approve or reject the engineer identified by Landlord. APWII may only reject the proposed engineer, if the engineer's training, experience, and background is of a commercial standard that is less than the objectively reasonable standard for engineers of the locale. APWII's failure to respond to the Termination Notice within thirty (30) days of receiving the Termination Notice shall be deemed an acceptance of the proposed engineer.

(iii). Within the Termination Notice period described in Section 3(a), the selected engineer shall provide a report detailing the findings and structural analysis of the identified Water Tower ("Engineer Report").

(iv). In the event the Engineer Report concludes that the identified Water Tower is structurally unsound and should be demolished or removed, Landlord shall use commercially reasonable efforts to relocate any Tenants displaced by the exercise of the Landlord Termination Rights, to property owned or controlled by Landlord ("Tenant Relocation"). Upon successful Tenant Relocation, it is understood and agreed that APWII shall continue to act as exclusive servicer (pursuant to Section 5 of the Assignment of Lease Rents and Successor Lease Rents), and shall be entitled to demand, receive, and collect Rents payable by the relocated Tenant, in accordance with, and for the term of, the Assignment of Lease Rents and Successor Lease Rents. In the event the Engineer Report concludes that the identified Water Tower is structurally unsound and should be demolished or removed, and Tenant Relocation is not feasible, or not capable of being accomplished through the use of commercially reasonable efforts, then Landlord shall be entitled to terminate the Assignment of Lease Rents and Successor Lease Rents without penalty.

(v). In the event the Engineer Report concludes that the identified Water Tower is structurally sound, and there exists no risk or threat to public safety through continued use of the identified Water Tower, then Landlord shall not be entitled to exercise the Landlord Termination Rights, and the Assignment of Lease Rents and Successor Lease Rents shall remain in full force and effect.

4. Notwithstanding anything else contained in the Memorandum of Understanding or the Assignment of Lease Rents and Successor Lease Rents to the contrary, which specifically includes, but is not limited to, Section 6(b) of the Assignment of Lease Rents and Successor Lease Rents, Landlord shall not be liable for the payment of the Lease Rents or Successor Lease Rents and the same shall not constitute an obligation of Landlord. APWII agrees to look solely to the Lease Rents and Successor Lease Rents for repayment of the purchase price paid.

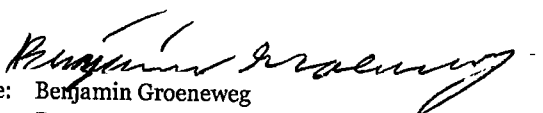
5. APWII agrees that any and all legal opinions obtained in connection with the transaction by APWII shall include Landlord as a reliance party and shall be provided solely at the expense of APWII.

6. The closing of the transaction contemplated by this Memorandum of Understanding shall be subject to the approval by Landlord and Landlord's counsel of all closing documents.

[SIGNATURES ON FOLLOWING PAGE]

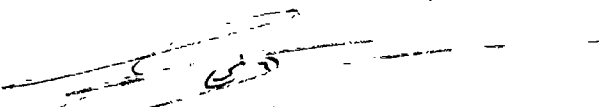
IN WITNESS WHEREOF the parties have duly executed this Memorandum of Understanding this 29  
day of March, 2013.

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE**

By:   
Name: Benjamin Groeneweg  
Title: Program Manager: Utility Asset Management and  
Sustainability  
Authorized signatory on behalf of the Fort Wayne  
Board of Public Works, per the attached resolution

Address: 200 East Berry Street, Suite 240  
City: Fort Wayne  
State: Indiana  
Zip: 46802-2736  
Tel: (260) 427-1365  
Fax: (260) 427-8572

**AP Wireless Investments I, I.I.C**

  
Print name: Eric M Over  
Title: CEO

Address: 9373 Towne Centre Dr., Suite 200  
San Diego, CA 92121  
Tel: (646) 912-8058  
Fax: (203) 549-0930

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF FORT WAYNE, INDIANA,  
AUTHORIZING MARKETING AGREEMENTS  
AND THE ASSIGNMENT OF LEASE RENTS AND SUCCESSOR LEASE RENTS**

**RESOLUTION NUMBER 100-3-27-13-1**

WHEREAS, the City of Fort Wayne, Indiana (hereinafter referred to as the "City"), owns certain real property and the water towers located thereon located at 7602 Bass Road, Fort Wayne, Indiana, 46804 (hereinafter referred to as the "West Side" location), 13323 Coldwater Road, Fort Wayne, Indiana, 46845 (hereinafter referred to as the "Coldwater" location), and 1016 Dupont Road, Fort Wayne, Indiana, 46825 (hereinafter referred to as the "Dupont" location), all three (3) locations being described more particularly in Exhibit "A", attached hereto and made a part of this Resolution by this reference; and

WHEREAS, the City as Lessor, currently leases space on the water towers at the above mentioned locations to certain wireless communication companies and carriers (hereinafter referred to as the "Existing Leases"); and

WHEREAS, AP Wireless Investment I, LLC (hereinafter referred to as "APW") wishes to purchase the City's rights to collect rents and/or lease payments as delineated in the Existing Leases; and

WHEREAS, the City wishes to sell and assign the City's rights to collect rents and/or lease payments from the Existing Leases to APW; and

WHEREAS, the City-owned water towers located at the West Side, Coldwater, and Dupont locations all have extra space on top of the water towers that could facilitate more wireless communications antennae; and

WHEREAS, APW has agreed to pay the City for APW's right to market said extra space to wireless communications companies and carriers; and

WHEREAS, the City wishes to allow APW to market said extra space in exchange for financial consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter referred to as the "Board") approves the Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW.
2. That the Board approves the Antenna Site Marketing and Services Agreement agreements between the City and APW.

3. That the Board approves the Memorandum of Understanding agreements between the City and APW.
4. That the Board hereby authorizes Benjamin Groeneweg, Program Manager of Utility Asset Management and Sustainability with Fort Wayne City Utilities Engineering, to sign in the name of and on behalf of the Board, the three (3) Assignment of Lease Rents and Successor Lease Rents agreements between the City and APW, the three (3) Antenna Site Marketing and Services Agreement agreements between the City and APW, and the three (3) Memorandum of Understanding agreements between the City and APW.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

**APPROVED** this 27<sup>th</sup> day of March, 2013.

**BOARD OF PUBLIC WORKS**

By:   
Robert Kennedy, Chair

By:   
Kumar Menon, Member

By:   
Mike Avila, Member


Attest:   
Victoria Edwards, Clerk



EXHIBIT - "A" Page 2  
"Coldwater" Location

Parcel I:

A parcel of land located in the Northeast One-Quarter of Section 28, Township 32 North, Range 12 East, Allen County, Indiana, and more particularly described as follows:

Commencing at the Northeast corner of Section 28, Township 32 North, Range 12 East as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of the Northeast One-Quarter of said Section 28, a distance of 260.0 feet (deed) to the Southeast corner of a tract of land owned by Irving Ready Mix in Deed Record 489, page 413; thence North 89°48'10" West and parallel to the North line of said Northeast One-Quarter, and along the South line of said Irving Ready Mix parcel, a distance of 187.40 feet to a 5/8 inch diameter iron pin set at the Point of Beginning.

Beginning at the above described point; thence South 00°11'50" West, a distance of 212.27 feet to a 5/8 inch diameter iron pin set; thence North 89°48'10" West and parallel to said North line, a distance of 210.0 feet to a 5/8 inch diameter iron pin set; thence North 00°11'50" East, a distance of 212.27 feet to a 5/8 inch diameter iron pin on the South line of said Irving Ready Mix parcel; thence South 89°48'10" East along said North line, a distance of 210.0 feet to the Point of Beginning, containing 1.02 acre of land, more or less.

Parcel II:

A non-exclusive easement for the purpose of ingress and egress, for the benefit of Parcel I as created by Corporate Warranty Deed dated July 27, 2001 and recorded July 31, 2001 as Document Number 201052860 over and across the following described real estate in Allen County:

A twenty (20) foot ingress and egress easement, lying ten (10) feet on both sides of the following described centerline:

Commencing at the Northeast corner of Section 28, Township 32, Range 12 East, in Allen County, Indiana, as marked by a P.K. nail found; thence South 00°10'21" East (bearing basis for description) along the East line of said Section 28, a distance of 260.1 feet; thence North 89°48'10" West, a distance of 187.40 feet; thence South 00°11'50" West, a distance of 56.00 feet to the point of beginning; thence South 89°48'10" East, a distance of 147.76 feet to the point of terminus of said easement.

"Juno"- Location

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE EXECUTION OF A FORM OF THIS KIND, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Mail tax bills to:  
Utility Development Corporation  
c/o Utility Center  
927 S. Harrison  
Fort Wayne, Ind. 46802

**WARRANTY DEED** 77-033218

This indenture witnesseth that **ROBERT C. WERKMAN and VERNA O. JACKSON (WERKMAN)**, husband and wife, and each over the age of eighteen (18) years,

of **Allen** County in the State of **Indiana**

Convey and warrant to **UTILITY DEVELOPMENT, CORPORATION**, an Indiana Corporation,

of **Allen** County in the State of **Indiana**

for and in consideration of \$2.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in **Allen** County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, thence Easterly along the North line of the NE 1/4 of Sec. 1-31-12 a distance of 100 feet; thence Southerly with a deflection angle to the right of 89 deg. 24 min. and parallel to the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 deg. 36 min. and parallel to the North line of Sec. 1-31-12 a distance of 100 feet to a point on the West line of the NE 1/4 of Sec. 1-31-12; thence Northerly with a deflection angle to the right of 89 deg. 24 min. and along the West line of the NE 1/4 of Sec. 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, and subject to road rights of way and easements.

Subject to real estate taxes due and payable in the year 1979, and thereafter.

Subject to all easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.

State of Indiana, **Allen** County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this **10th** day of November 1977 personally appeared:

**Robert C. Werkman and Verna O. Jackson (Werkman)**, husband and wife, and each over the age of eighteen (18) years.

Dated this **10th** day of November 1977

*Robert C. Werkman* Seal  
**ROBERT C. WERKMAN**  
*Verna O. Jackson (Werkman)* Seal  
**VERNA O. JACKSON (WERKMAN)**

And acknowledged the execution of the foregoing deed, in witness whereof, I have hereunto set my hand and official seal this **10th** day of November 1977.

*Robert W. Haller*  
**ROBERT W. HALLER**  
Notary Public

**DULY ENTERED FOR TAXATION**  
**NOV 14 1977**

*James H. Habelbauer* Seal  
**AUDITOR OF ALLEN COUNTY**

This instrument prepared by **Robert W. Haller**

MAK TO: **Lawrence H. Shine**  
**200 Strauss Bldg.**

Attesty at Law  
**INSTRUMENT # 11607**  
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