

OPTION SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement ("Agreement") is entered into this 22 day of Nov 2016, between Branch Towers, LLC, a Delaware limited liability company, ("Lessee"), and Gateway Church, a Colorado non-profit corporation ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land out of Lot 6, Block 1, Toy Ranches Estates to El Paso County, Colorado, and comprises approximately 1,600 square feet (40' x 40').

2. **Option** In consideration of the payment of [REDACTED] ("Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the "Option Period"). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of [REDACTED] ("Additional Option Fee") at any time prior to the end of the Option Period.

3. **Contingencies** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee's expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Notwithstanding anything herein to the contrary, the Permitted Activities will not include any activities inside the buildings on the Property or which interfere with parking, accessing the buildings on the Property, or Lessor conducting its normal use of the Property. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term** The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date. This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as a "Renewal Term"), upon the same terms and conditions unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. **Rent** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of [REDACTED] ("Rent"). Rent for any partial months will be prorated based upon a 30-day month. Rental payments for each Renewal Term shall be increased at the commencement of such Renewal Term by [REDACTED] the monthly rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable. Lessee intends to sublease space on the Communication Facility to third party colocator(s) ("Colocator"), Lessee shall increase monthly rent by [REDACTED] for each Colocator after the initial installation of the first Carrier.

6. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Notwithstanding anything herein to the contrary, Lessee's use of the Premises may never include any activities inside the buildings on the

Property or which interfere with parking, accessing the buildings on the Property, or Lessor conducting its normal use of the Property.

7. Facilities; Utilities; Access

(a) Lessee has the right to maintain and operate on the Premises a telecommunications facility, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by initialing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within five (5) business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(c) Lessee shall pay for the electricity it consumes in its operations. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company, and shall run with the Term and Renewal Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers' antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. Interference Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or Lessees or licensees of Lessor, with rights to the Property prior in time to Lessee's -. Similarly, Lessor shall not use, nor shall Lessor permit its tenants licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with Lessee's lawful use of the Premises. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any

such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney's fees and against all liability, losses, and damage of any nature whatever arising from Lessee's use of the Premises, including from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the gross negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.

11. **Condemnation.**

(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

(b) In the event of any condemnation or sale to a governmental entity in lieu of condemnation, Lessor will be entitled to receive and retain all awards associated with the Property and Lessee will be entitled to receive and retain all awards associated with Lessee's Facilities..

12. **Assignments and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities. Lessee may not otherwise assign this Agreement or sublease the Premises without Lessor's consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

13. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon

Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

14. **First Right of Refusal.** In the event Lessor shall receive a bona fide offer from a third party to purchase or if Lessor intends to communicate to a third party an offer to sell, (a) all or any portion of the Leased Premises, (b) any adjoining or adjacent property subject to an easement hereunder or (c) this Agreement or any rights hereunder including the right to receive rent (in each case, the "Sale Assets"), Lessor shall first communicate the terms of such offer to Lessee, provide a copy of the bona fide offer to Lessee and offer to sell such property to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have thirty (30) days from receipt of said notice from Lessor to accept said offer in writing. If Lessee accepts Lessor's offer within thirty (30) days, Lessor shall be bound to sell the Sale Assets to Lessee, and Lessee shall be bound to purchase the Sale Assets from Lessor, in accordance with the bona fide offer. If Lessee purchases the Sale Assets pursuant to this paragraph, any easements granted from Lessor to Lessee for the benefit of the Leased Premises shall become permanent easements without further consideration. If Lessee fails to exercise such right of first refusal within the stated time, Lessor may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Lessor has not sold or transferred title to such property within ninety (90) days of the date of Lessor's written notice to Lessee, any such sale and transfer of title shall again be subject to Lessee's said right of first refusal. Lessee's right of first refusal shall continue in effect as to any subsequent proposed sale by the current Lessor or by any transferee. In addition to the foregoing, Lessor shall not grant any interest in any portion of the Leased Premises or any portion of Lessor's Property (other than the conveyance of fee simple title to the entire Lessor's Property) to any third party without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

15. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of Lessee's use of the Premises or of the default or neglect of Lessee. Except as set forth in Paragraph 7 above, upon expiration or termination hereof, prior to termination or expiration of this Agreement, Lessee shall remove its personal property.

16. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or delivered or attempted delivered to the following addressed:

If to Lessor, to:

Gateway Church
5605 N Marksheffel
Colorado Springs, CO 80923
719-339-2478
ATTN: _____

If to Lessee, to:

Branch Towers, LLC
1516 South Boston Ave, Suite 215
Tulsa, OK 74119
Tel: 918-949-4551
Fax: 918-949-4557

with a copy to:

17. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous

Materials are deposited on the Property or Premises as a result of any act or omission of either party, the other party shall have the right to terminate this Agreement, and the party who allowed or caused such Hazardous Materials to be brought onto the Property shall indemnify and hold the other party harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, "Hazardous Materials" means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, "Environmental Regulations" shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

18. Defaults and Remedies / Termination. This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason. In the case of any default under this provision by either party, notice of such default shall be given to all subLessees (carriers) of the Lessee.

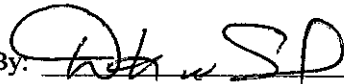
19. Miscellaneous

- a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.
- b) This Agreement is governed by the laws of the State in which the Premises are located.
- c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.
- d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D hereto.
- e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- g) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

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

LESSOR:

**Gateway Church,
a Colorado non-profit corporation**

By: 

Name: Derek W. Sissel

Date: 11/1/16

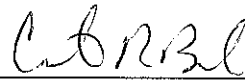
By: _____

Name: _____

Date: _____

LESSEE:

**Branch Towers, LLC
a Delaware Limited Liability Company**

By: 

Name: Curtis R. Branch

Title: President/CEO

Date: 11/22/16

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated Nov. 2016 2016, by and between Gateway Church, a Colorado non-profit corporation as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

PARENT TRACT DESCRIPTION

Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado. (WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 21.69 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 69.01 feet to a Cut "X" set for the Southwest corner, said corner being the Point of Beginning;

Thence N 00°19'36" W a distance of 40.00 feet to a Cut "X" set for the Northwest corner; Thence N 89°40'24" E a distance of 40.00 feet to a Mag Nail set for the Northeast corner; Thence S 00°19'36" E a distance of 40.00 feet to a Cut "X" set for the Southeast corner; Thence S 89°40'24" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 45.24 feet to a point on said West line, said point being the Point of Beginning; Thence continuing N 00°26'59" W on said West line, a distance of 10.00 feet to a point; Thence N 89°40'24" E a distance of 59.09 feet to a point; Thence N 00°19'36" W a distance of 6.60 feet to a point;

Thence N 89°40'24" E a distance of 10.00 feet to a Cut "X" set for the Northwest corner of the 0.037 acre Lease Site; Thence S 00°19'36" E on the West line of said 0.037 acre Lease Site, a distance of 40.00 feet to a Cut "X" set for the Southwest corner of said 0.037 acre Lease Site; Thence S 89°40'24" W a distance of 10.00 feet to a point; Thence N 00°19'36" W a distance of 23.40 feet to a point; Thence S 89°40'24" W a distance of 59.06 feet to the Point of Beginning, containing 990.76 square feet or 0.023 acres, more or less.

ACCESS EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress and egress purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 182.21 feet to a point on said West line, said point being the Point of Beginning; Thence N 89°40'24" E a distance of 96.23 feet to a point; Thence S 00°19'36" E a distance of 120.37 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the North line of the 0.037 acre Lease Site.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Branch Towers, LLC
Attn: Curtis Branch
1516 South Boston Ave, Suite 215
Tulsa, OK 74119
(918) 949-4551

This Memorandum of Agreement is entered into on this 28 day of Nov, 2016, by and between, Gateway Church, a Colorado non-profit corporation, (hereinafter referred to as "Lessor") and Branch Towers, LLC, a Delaware limited liability company, with offices at 1516 South Boston Ave, Suite 215, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the 28 day of Nov, 2016, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("Term Commencement Date"), with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the _____ day of _____, 2016.

LESSOR:

Gateway Church,
a Colorado non-profit corporation

By: Derek W. Sissel

Name: Derek W. Sissel

Date: 11/1/16

By: _____

Name: _____

Date: _____

LESSEE:

Branch Towers, LLC
a Delaware limited liability company

By: Curtis R. Branch

Name: Curtis R. Branch

Title: President/CEO

Date: 11-22-14

ACKNOWLEDGEMENTS

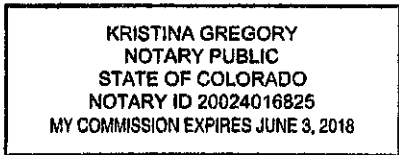
STATE OF COLORADO)

COUNTY OF EL PASO)

On this 15th day of November, 2016, before me the undersigned Notary Public, personally appeared Derek W. Sissel, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)



Kristina Gregory

Notary Public in
And for the State of Colorado

Commission expires: 11/3/18

STATE OF COLORADO)

COUNTY OF EL PASO)

On this _____ day of _____, 2016, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
And for the State of _____

Commission expires: _____

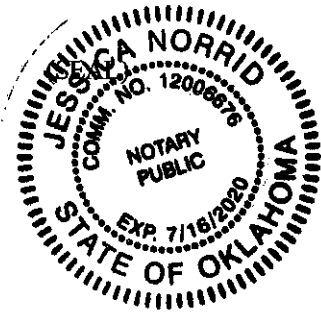
ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this 28 day of Nov, 2016, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.



Jessica Norrid
Notary Public in
and for the State of Oklahoma

Commission expires: 11-6-20

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____ 2016, by and between Gateway Church, a Colorado non-profit corporation, as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

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A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 21.69 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 69.01 feet to a Cut "X" set for the Southwest corner, said corner being the Point of Beginning;

Thence N 00°19'36" W a distance of 40.00 feet to a Cut "X" set for the Northwest corner; Thence N 89°40'24" E a distance of 40.00 feet to a Mag Nail set for the Northeast corner; Thence S 00°19'36" E a distance of 40.00 feet to a Cut "X" set for the Southeast corner; Thence S 89°40'24" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 45.24 feet to a point on said West line, said point being the Point of Beginning; Thence continuing N 00°26'59" W on said West line, a distance of 10.00 feet to a point; Thence N 89°40'24" E a distance of 59.09 feet to a point; Thence N 00°19'36" W a distance of 6.60 feet to a point;

Thence N 89°40'24" E a distance of 10.00 feet to a Cut "X" set for the Northwest corner of the 0.037 acre Lease Site; Thence S 00°19'36" E on the West line of said 0.037 acre Lease Site, a distance of 40.00 feet to a Cut "X" set for the Southwest corner of said 0.037 acre Lease Site; Thence S 89°40'24" W a distance of 10.00 feet to a point; Thence N 00°19'36" W a distance of 23.40 feet to a point; Thence S 89°40'24" W a distance of 59.06 feet to the Point of Beginning, containing 990.76 square feet or 0.023 acres, more or less.

ACCESS EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress and egress purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 182.21 feet to a point on said West line, said point being the Point of Beginning; Thence N 89°40'24" E a distance of 96.23 feet to a point; Thence S 00°19'36" E a distance of 120.37 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the North line of the 0.037 acre Lease Site.

EXHIBIT D (Not for Signature)

Prepared by and Return to:

Branch Towers, LLC.
1516 S. Boston Ave, Ste 215
Tulsa, OK 74119

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement) dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and Gateway Church, a Colorado non-profit corporation ("**Lessor**"), and Branch Towers, LLC, a Delaware Limited Liability Company, having its principal office at 1516 S. Boston Ave, Ste 215, Tulsa, OK 74119 ("**Lessee**").

WITNESSETH:

WHEREAS, Lessee has entered into a certain lease dated _____, (the "**Lease**") with Lessor, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Lessor has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Lessee desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Lessee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Lessee's right to possession of the Premises and any of Lessee's other rights under the Lease in the exercise of Mortgagee's rights so long as Lessee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Lessor or other Lessor under the Lease and/or to title to the Premises, Mortgagee and Lessee hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Lessee will have the same remedies against one another for the breach of an agreement contained in the Lease as Lessee and Lessor had before Mortgagee succeeded to the interest of Lessor; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior Lessor (including Lessor); or
- (b) bound by any rent or additional rent which Lessee might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior Lessor (including Lessor).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Lessee agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Lessee (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Lessee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Lessee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or sublessees of Lessee which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below ____.

LESSOR:

By: _____ Not for signature _____
Name: _____
Date: _____

LESSEE:

Branch Towers, LLC,
a Delaware limited liability company

By: _____ Not for signature _____
Name: _____
Title: _____
Date: _____

MORTGAGEE:

_____ Not for signature _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENTS

LESSOR

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the lessor for the purposes therein contained.

Notary Public:

My Commission Expires: _____

LESSEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of Branch Towers, LLC, a Delaware Limited Liability Company, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

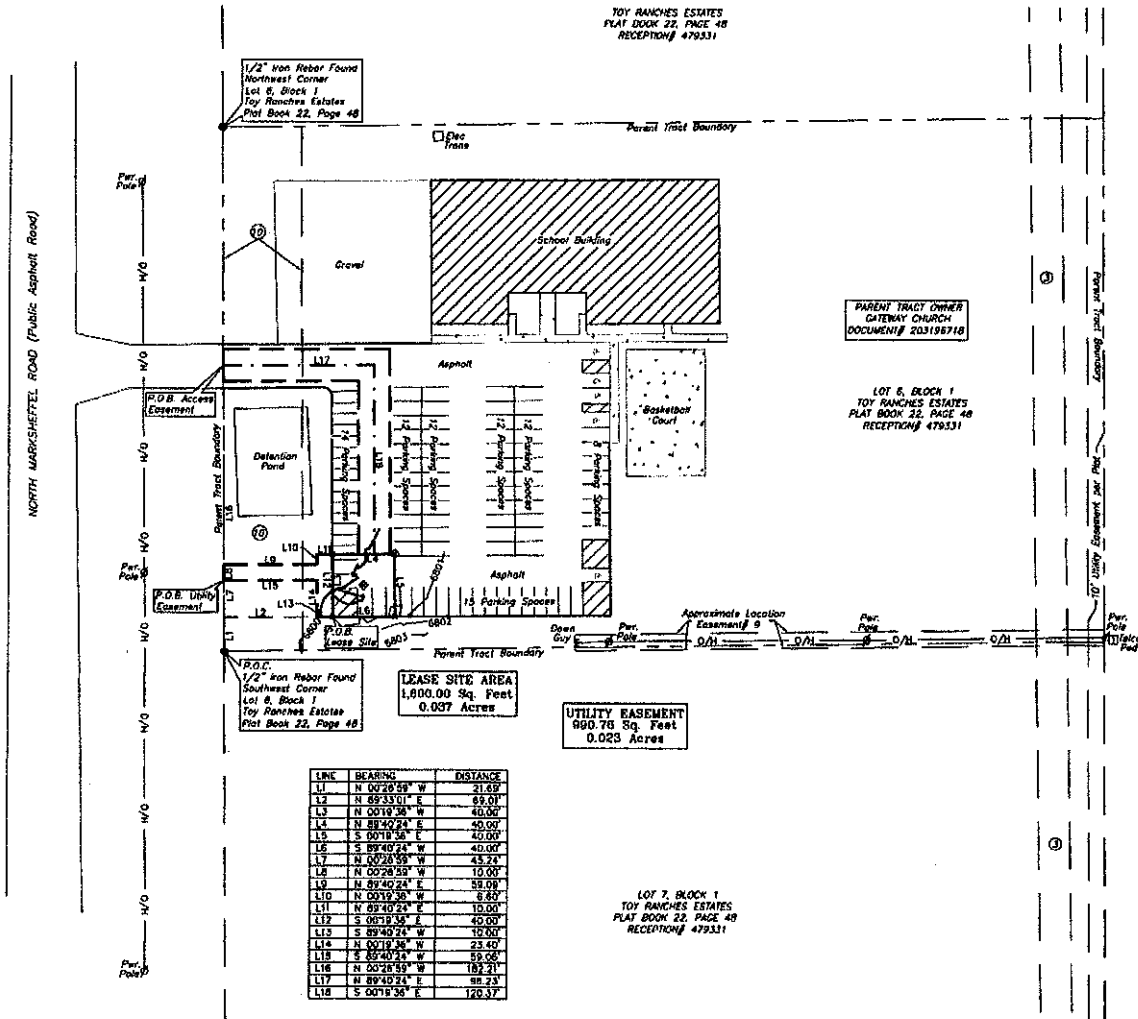
On the ____ day of _____, 201__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public:

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES



Site Name:

FIRST AMENDMENT TO SITE LEASE WITH OPTION

(CO-0015 Gateway Church)

This FIRST AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") is made effective as of October 25, 2017 (the "Effective Date"), by and between GATEWAY CHURCH, a Colorado non-profit corporation, ("Lessor"), and BRANCH TOWERS III, LLC, a Delaware limited liability company ("Lessee"), having an address at 1516 South Boston Avenue, Suite 215, Tulsa, Oklahoma 74119.

BACKGROUND RECITALS

- A. Lessor is the fee owner of certain real property in the El Paso County, Colorado and further described in **Exhibit A** attached hereto and made a part hereof ("Lessor's Property")
- B. Lessor and Branch Towers, LLC, as Lessee, entered into a Site Lease with Option effective November 22, 2016 (the "Lease"), which Lease is evidenced by a Memorandum of Lease recorded January 10, 2017 as Document No. 217003097 of the El Paso County, Colorado Public Land Records (the "Memorandum").
- C. Effective January 9, 2017 Branch Towers, LLC assigned to Lessee all of its right, title, and interest in and to the Lease to Lessor pursuant to an Assignment and Assumption of Real Property Lease recorded February 14, 2017 in Instrument 217017755- of the El Paso County, Colorado Public Land Records.
- D. Lessee and Lessor have agreed to amend the Agreement to modify the description of the Lessee's property descriptions.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum \$10.00, the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Defined Terms.** Capital Terms not defined in this Amendment have the meanings assigned to them in the Agreement.
- 2. **Amendment to Exhibits.** Section 1 (a) of the Agreement is hereby modified to replace Exhibit A referred to in Section 1 with the attached **Exhibit A** to correct the Lessor's parent tract parcel description. Section 1 (c) of the Agreement is hereby modified to replace Exhibit B referred to in Section 1 with the attached **Exhibit B** to correct the Lessee's Premises including with access and utility easements.

3. Amendment to Memorandum. Lessor and Lessee agree to enter into a First Amendment to Memorandum of Agreement to reflect the modification to the Term of the Agreement.

4. No Other Changes. Except as expressly amended herein, the other terms of the Agreement shall remain in full force and effect, unaltered by this Amendment.

5. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Remainder of page intentionally left blank]

LESSEE:

BRANCH TOWERS III, LLC, a Delaware limited liability company

By: *Curtis R. Branch*
Curtis R. Branch, President

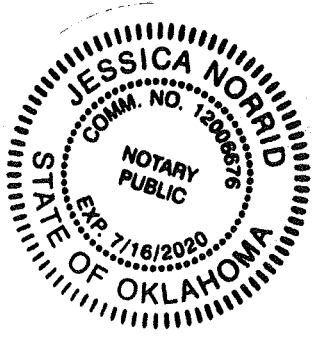
STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

On this, the 25 day of October, 2017, before me, Jessica Norrid, the undersigned officer, personally appeared Curtis R. Branch who acknowledged himself to be the President of Branch Towers III, LLC, a Delaware limited liability company, and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jessica Norrid
NOTARY PUBLIC
My Commission Expires: 7-16-20

(Seal)

EXHIBIT A

Description of Lessor's Property

PARENT TRACT DESCRIPTION

Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado.

(WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)

EXHIBIT B
Description of Lessee's Premises

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 98.32 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 93.49 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Northwest corner, said corner being the Point of Beginning; Thence N 89°32'30" E a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set on the West line of an existing building for the Northeast corner; Thence S 00°27'30" E on the West line of said existing building a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southeast corner; Thence S 89°32'30" W a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southwest corner; Thence N 00°27'30" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

ACCESS/UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 151.90 feet to a point on said West line, said point being the Point of Beginning; Thence N 89°40'24" E a distance of 83.50 feet to a point; Thence N 00°27'30" W distance of 63.76 feet to a point; Thence N 89°32'30" E a distance of 50.00 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of an existing building.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 109.60 feet to a point on said West line, said point being the Point of Beginning; Thence N 86°19'11" E a distance of 93.64 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of the 0.037 acre Lease Site.

**SURVEY OF A LEASE SITE LYING IN LOT 6,
BLOCK 1, TOY RANCHES ESTATES,
EL PASO COUNTY, COLORADO**

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

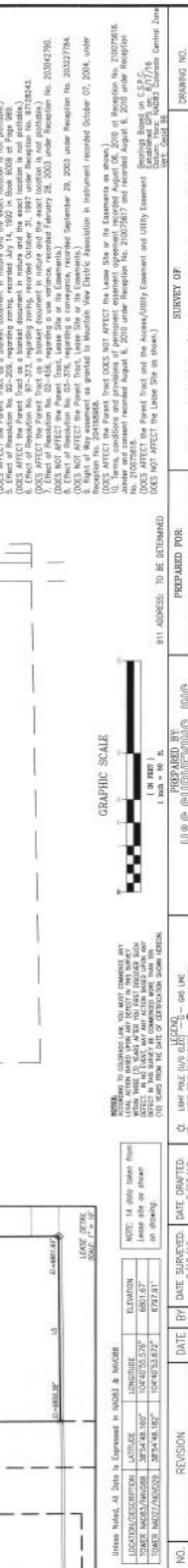
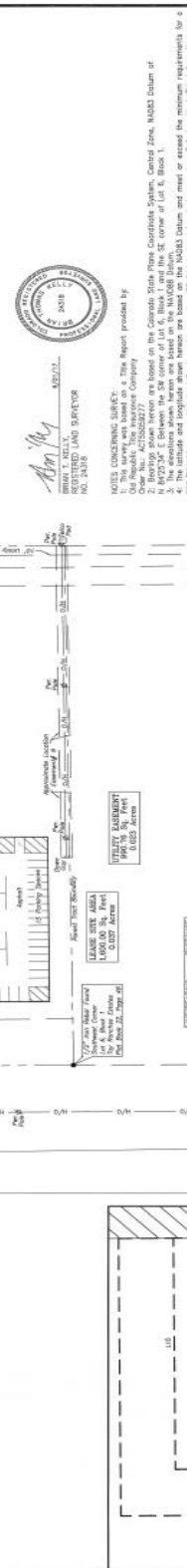
PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL INSTRUMENTS:
 BLOCK 1, TOY RANCHES ESTATES, EL PASO COUNTY, COLORADO
 SURVEY OF A LEASE SITE LYING IN LOT 6,
 BLOCK 1, TOY RANCHES ESTATES,
 EL PASO COUNTY, COLORADO



NO.	REVISION	DATE	BY	DATE SURVEYED	DATE DRAFTED
1	FINAL SURVEY MADE TO CLIENT	8/15/16	MAW/ST	8/15/16	8/22/16

FIELD	BY	DATE
FIELD	MAW/ST	8/15/16
OFFICE	MAW/ST	8/22/16
DATE	MAW/ST	8/22/16

NO.	REVISION	DATE	BY	DATE SURVEYED	DATE DRAFTED
1	FINAL SURVEY MADE TO CLIENT	8/15/16	MAW/ST	8/15/16	8/22/16

NO.	REVISION	DATE	BY	DATE SURVEYED	DATE DRAFTED
1	FINAL SURVEY MADE TO CLIENT	8/15/16	MAW/ST	8/15/16	8/22/16

NO.	REVISION	DATE	BY	DATE SURVEYED	DATE DRAFTED
1	FINAL SURVEY MADE TO CLIENT	8/15/16	MAW/ST	8/15/16	8/22/16

NO.	REVISION	DATE	BY	DATE SURVEYED	DATE DRAFTED
1	FINAL SURVEY MADE TO CLIENT	8/15/16	MAW/ST	8/15/16	8/22/16

CLIENT INFORMATION:
 BRANCH TOWERS, LLC
 1516 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 Office: (918) 949-4551

PREPARED FOR:
 BRANCH TOWERS, LLC
 1516 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 Office: (918) 949-4551

PREPARED BY:
 H&S SURVEYING, INC.
 Surveying and Mapping
 SERVING THE CENTRAL U.S.
 803 N. BUCKWOOD, SUITE 200, OK 73068
 PH: (405) 992-0849 - FAX: (405) 992-0107
 HESURVEYING@H&S.COM

GRAPHIC SCALE:
 1" = 40.00'

LEGEND:
 1. 1" = 40.00' SCALE
 2. 1" = 40.00' SCALE
 3. 1" = 40.00' SCALE

LEGEND:
 1. 1" = 40.00' SCALE
 2. 1" = 40.00' SCALE
 3. 1" = 40.00' SCALE