



Skamania County
Real Estate Excise Tax
37583
JAN 16 2025

Prepared by:
Wireless Propco, LLC
44 South Broadway, Suite 601
White Plains, NY 10601
Site Name: Skamania – HY-WA0015

PAID \$ 5585.02
Skamania County Treasurer
M. M. O'Connell Deputy

Record and Return to:
TitleVest Agency, Inc.
Joseph Mangus
110 E. 42nd Street, 10th Floor
New York, NY 10017
File No. S20-0926KM

Abbreviated Legal: Ptn. Sec 2, T7N, R2E W.M.

APN: 02-07-02-0-0-0612-00

APN: 02-07-02-4-1-0800-00

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Easement Agreement") is made as of the dated date of 1/8/2021, effective as of January 14, 2021 ("Effective Date"), by and between Terrapins Owner LLC, a Delaware limited liability company, whose address is 4747 Bethesda Avenue, Suite 1100, Bethesda, Maryland 20814 ("Site Owner") and Wireless Propco, LLC, a Delaware limited liability company, whose address is 44 South Broadway, Suite 601, White Plains, NY 10601 ("Wireless Propco"). All references hereafter to "Wireless Propco" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Wireless Propco and Site Owner, individually a "Party" and collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain building and property (collectively, the "Property") located in the City of Stevenson, and County of Skamania, in the State of Washington, having a street address of 1131 SW Skamania Lodge Way, and which Property is more particularly described on Exhibit A attached hereto. The Property is operated as a hotel and certain other ancillary uses (the "Hotel").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge, Site Owner and Wireless Propco agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Wireless Propco:

(i) an exclusive easement (subject to Site Owner's rights set forth in this Easement Agreement) in, to, under and over (1) the entire rooftop portion of the building located on the Property ("Building"), including the parapets and the premises demised in the Existing Agreements (defined below), substantially as shown and/or described on the attached Exhibit B-1, and (2) the exterior, lot line-facing walls, extending eight (8) feet below the parapet, not including windows (collectively, the "Communication Easement"), for the

transmission and reception of wireless telecommunication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of cellular towers and antennas for wireless telecommunication signals and related facilities and equipment such as fences, gates and generators (collectively, "Facilities") and any related activities and uses including those necessary for Wireless Propco to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, subject to the terms of Section 8 hereof, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Easement Agreement provided that Wireless Propco shall use commercially reasonable efforts not to interfere with the other users or tenants in the Building; and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," the Communication Easement and the Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses; and

(iii) a non-exclusive easement in, to, and under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations in the Building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities.

- (b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date. With respect to any New Agreements, in the event that a Customer (as hereinafter defined) desires to store equipment in the basement of the Property (or similar space), if applicable, in connection with its approval of such New Lease, Site Owner will act reasonably and in good faith to accommodate such request if there is space available in the basement or other substantially similar additional space on the Property.
- (c) In connection with the use of the Easements, Wireless Propco shall use commercially reasonable efforts to enforce the Agreements (as hereinafter defined), including without limitation the utility reimbursement, tenant repair, and maintenance provisions thereof, and shall promptly repair and restore any damage to the Property to the extent caused by Wireless Propco or its agents. For purposes of this Easement Agreement, with respect to enforcement of the Agreements, commercially reasonable efforts shall include the obligation to diligently pursue all rights and remedies available to Wireless Propco pursuant to the terms of the Agreements to enforce the terms thereof (provided, however, that if any such right or remedy involves curative self-help work on the Property, Wireless Propco shall provide notice to the applicable Customer that such self-help right shall be exercised in accordance with the terms of the Agreement and Wireless Propco shall thereafter assign the right to perform the work to Site Owner or otherwise appoint Site Owner to perform such work). Wireless Propco shall pursue such available rights and remedies that are commercially reasonable under the circumstances taking into consideration the monetary value, nature and severity of the default or non-compliance. In addition to the foregoing, in the event Site Owner deems that a tenant is in default under any Agreement, Site Owner shall deliver to Wireless Propco a written notice of such alleged default by the tenant (a "Tenant Default Notice"). Within fifteen (15) business days of receipt of the Tenant Default Notice, Wireless Propco shall notify such tenant in writing, with a copy to Site Owner, of such allegation of default under the applicable Agreement and use commercially reasonable efforts to enforce the terms of the Agreement. If Site Owner does not deliver a Tenant Default Notice to Wireless Propco, and if Wireless Propco does not have independent actual knowledge of such tenant default, Wireless Propco shall not be in default hereunder for failure to enforce the applicable Agreement in such instance.
- (d) Notwithstanding anything to the contrary contained herein, Wireless Propco shall not have the right to use any portion of the Communications Easement area upon which any facilities and/or equipment are located for the operation of the Hotel or the operation of any wireless networks or systems providing services

exclusively to the guests and employees of the Hotel permitted pursuant to the terms of Section 14 below unless such services are provided to Hotel guests and employees pursuant to any Agreement.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Wireless Propco, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein for the period from and after the Effective Date. The Parties intend that this Easement Agreement serve as an absolute assignment and transfer to Wireless Propco of all rents and other monies due the Site Owner pursuant to the Existing Agreements for the period from and after the Effective Date. Wireless Propco assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities accrue on or after the Effective Date. Notwithstanding such assignment, to the extent provided for in the Agreements and subject to the terms thereof, Site Owner shall provide quiet enjoyment to the tenants of the Agreements with respect to the portion of the Property demised under the Agreements. Wireless Propco shall pay to Site Owner all utility reimbursements collected by Wireless Propco from tenants under the Agreements. To the extent (i) provided by the Agreements and (ii) covering losses arising out of damage to the Property, Site Owner shall retain the full benefit of all Customer indemnifications and/or any other protections including insurance under the Agreements.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Wireless Propco shall have the right to lease, license, transfer, assign, or otherwise convey to, in whole or in part, or permit the use of, the Easements and/or its rights under this Easement Agreement by any third parties including communication service providers or cellular tower owners or operators, and any lessee or licensee under the Existing Agreements and the Affiliates (as hereinafter defined), agents, contractors, invitees and employees of Wireless Propco and/or Wireless Propco's present or future lessees or licensees (collectively, "Customers"). Reference in this Easement Agreement to a "tenant" or "tenants" shall collectively refer to the tenants, licensees and Customers under the Agreements.

4. Term. This Easement Agreement and the Easements shall be for a term of fifty (50) years commencing on the Effective Date. Notwithstanding the foregoing, in the event Wireless Propco and Customers voluntarily cease to use the Easements for a period of more than three (3) years (for reasons other than casualty, condemnation or Act of God) (the "Non-Use Period"), the Easements shall be deemed surrendered. For purposes of the foregoing sentence, "voluntarily cease to use the Easements" shall include, without limitation, letting the Agreements expire without renewal or replacement and the failure to market the Easements to Customers for the duration of the Non-Use Period. Wireless Propco's non-use of the Easements as described above shall not constitute a default under this Easement Agreement. Wireless Propco may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Easement Agreement shall be terminated. Upon the expiration or termination of this Easement Agreement, Wireless Propco shall assign and convey to Site Owner: (i) the Agreements, and all of Wireless Propco's right, title and interest in, to and under such leases, licenses and agreements, including without limitation, all rents, security deposits and other monies due to Wireless Propco from and after the date of the assignment, (ii) any and all of Wireless Propco's right, title and interest in and to the Facilities, and (iii) any and all of Wireless Propco's right, title and interest in and to the licenses, permits, consents and approvals obtained in connection with the use of the Easements by Wireless Propco and for the construction, installation, replacement and improvement of the Facilities and any utilities, and Wireless Propco and Site Owner shall execute and record (if applicable) all such documents reasonably required to effectuate such assignments and conveyances and to terminate the Easements. This Easement Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Subject to Site Owner's prior written approval of the plans and specifications therefor (to the extent a right of approval is granted to the lessor/licensor under the Agreements), which approval will not be unreasonably withheld, conditioned or delayed, Wireless Propco and its Customers, may, at their expense, in compliance with applicable law, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. Wireless Propco shall use commercially reasonable efforts to enforce any restrictions in the Agreements relating to the installation of Facilities, including, without limitation, restrictions on the weight limit of the Facilities and on causing an adverse effect on the structural integrity of the roof of the Building. Site Owner's approval of the plans and specifications for the Facilities shall not constitute the assumption of any responsibility by Site Owner for their accuracy, sufficiency or compliance with law and Wireless Propco and/or its Customers shall be solely responsible for such matters. The Facilities shall remain the property of Wireless Propco and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein, provided however, upon the expiration or termination of this

Easement Agreement, Wireless Propco shall assign and convey to Site Owner any and all of Wireless Propco's right, title and interest in and to the Facilities. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Wireless Propco and to act reasonably and in good faith in granting Wireless Propco the right to locate such utilities on the Property without requiring the payment of additional fees. To the extent the right of approval is granted to the lessor/licensor under the Agreements, the plans and specifications for any such utilities are subject to Site Owner's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. If necessary, Site Owner shall, upon Wireless Propco's request, execute and record a separate written easement with Wireless Propco or with the utility company providing the utility service to reflect such right, which easement agreement will be in a form reasonably acceptable to Site Owner. Wireless Propco shall use commercially reasonable efforts to enforce the utility payment provisions of the Agreements, including collection and reimbursement, and shall use commercially reasonable efforts to ensure that any New Agreements contain substantially similar utility payment provisions to those in the Existing Agreements.

6. Power of Attorney. Subject to the terms of this Easement Agreement, Site Owner hereby irrevocably constitutes and appoints Wireless Propco as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to: (i) negotiate and consummate leases, licenses and/or other agreements of use within the Easements with Customers, having a duration beyond the term of this Easement Agreement, (ii) to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Wireless Propco and/or its Customers, (iii) execute any and all necessary documentation to comply with applicable laws, statutes or regulations in connection with the use of the Easements by Wireless Propco and/or its Customers, (iv) and to sign and consent to any agreement required by Customers so long as such consent does not increase Site Owner's obligations in any way, financial or otherwise, or materially decrease the benefits of ownership of the Property. Prior to applying for any licenses, permits, consents or approvals in connection with the use of the Easements by Wireless Propco and/or its Customers for the construction, installation, replacement or improvement of the Facilities or any utilities, Wireless Propco shall send Site Owner written notice and a copy of the application.

7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Wireless Propco to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Easement Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Agreements, Site Owner shall be solely responsible for the payment of such Taxes, provided, however, if an Agreement does not expressly obligate the tenant to pay any incremental increase in Taxes attributable to the Facilities or the Agreement, Wireless Propco and Site Owner shall split the cost of any such increase 50/50 and Wireless Propco shall pay Site Owner its share within thirty (30) days following receipt of an invoice therefor and a copy of the applicable tax bill. Wireless Propco shall use commercially reasonable efforts to enforce the tenants' obligations in the Agreements to pay Taxes. Within ten (10) days of receiving a request from Wireless Propco, Site Owner shall furnish to Wireless Propco a copy of each bill for Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Wireless Propco shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner; provided, however, that Wireless Propco shall not have the right to pay such Taxes on behalf of Site Owner in the event Site Owner is actively contesting the same with the relevant tax authority. Site Owner shall reimburse Wireless Propco for the full amount of such Taxes paid by Wireless Propco on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Wireless Propco. Site Owner and Wireless Propco agree to equally divide any transfer tax arising out of this Easement Agreement. Wireless Propco shall be responsible for and shall pay or cause its Customers to pay before delinquency all municipal, county, state and federal taxes assessed against the Facilities, the rents paid to Wireless Propco or the leasehold interest in the Easements.

8. Property Maintenance and Access. Site Owner agrees to maintain the structural integrity of the roof of the Building and maintain those portions of the Property that affect and underlie the Access and Utilities Easements in good repair, ordinary wear and tear excepted. Subject to the terms of this Section 8, Site Owner agrees to provide Wireless Propco and its Customers access to and from the Easements and all other space in the Building and Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week. All access to the Easements shall be coordinated through the Hotel manager. Wireless Propco and/or its Customers shall give the Hotel manager not less than 48 hours written notice prior to entering the Property

(except in the event of an emergency, when only notice reasonable under the circumstances shall be required). The Hotel manager shall have the right to accompany Wireless Propco and its Customers at any time while on the Property. Wireless Propco and/or its Customers shall use commercially reasonable efforts to minimize the impact of any construction and maintenance/repair activities on the operation, use and occupancy of the Hotel, which efforts shall include, without limitation, coordination of and restrictions on construction and maintenance/repair activity to reasonable working hours, as agreed upon in advance with the Hotel manager. Notwithstanding anything to the contrary herein, however, in the event of any conflict between this Section 8 and the access rights granted to Customers under the Agreements, then Wireless Propco shall not be in default of this Easement Agreement for failure to cause compliance with this Section 8 provided that it uses commercially reasonable efforts to enforce the terms of the Agreements. Wireless Propco acknowledges and agrees that, subject to the terms of the Agreements, Site Owner shall have access to the roof of the Building at all times to (i) maintain, repair and replace the roof and any of Site Owner's equipment thereon, and (ii) to install new equipment for the operation of the Hotel and the operation of any wireless networks or systems providing services exclusively to the guests and employees of the Hotel permitted pursuant to the terms of Section 14 below, provided that any new equipment shall not materially and adversely interfere with Wireless Propco's or its Customers' Facilities, and shall not be installed on any portion of the roof leased under the Agreements or on any portion of the roof upon which any Facilities are located. To the extent of any such material and adverse interference with Wireless Propco's or its Customers' Facilities, Wireless Propco shall provide written notice to Site Owner and the parties shall use reasonable good faith efforts to eliminate such interference (provided that the pursuit in good faith to eliminate the interference shall be without prejudice to Wireless Propco's rights and remedies, after notice and the expiration of the applicable cure period set forth in Section 17(a) below, with respect to such interference under applicable FCC (as hereinafter defined) law or other applicable laws and regulations). Subject to the terms of the Agreements, Site Owner shall have the right at any time, and from time to time, in its sole discretion, to construct other improvements or perform maintenance on the Property, to enlarge or reduce the size of the Building, to make alterations in or additions to the Property, to build additional stories on all of any portion of the Property and to improve, modify, alter or renovate all or any portion of the Property, including, without limitation, the installation of solar panels on the roof of the Building, and Wireless Propco agrees, in connection therewith, upon the request of Site Owner, to relocate the Facilities, or cause its Customers to relocate the Facilities, to another location on the Property, hereinafter referred to as the "Relocation Area," provided:

- (a) The Relocation Area is similar to Wireless Propco's or its Customers' existing location in size and is fully compatible for Wireless Propco's and its Customers' use, in Wireless Propco's reasonable determination;
- (b) In the event the Relocation Area is outside of the Communications Easement area, the Communications Easement shall be deemed to extend under the Relocation Area for the period any Facilities are located therein;
- (c) The Access and Utility Easements shall be similarly relocated such that Wireless Propco and its Customers shall have the same or better access and utility installation rights to and surrounding the Relocation Area as they do in connection with the existing Communications Easement area;
- (d) Site Owner pays all reasonable actual costs incurred by Wireless Propco or its Customers for relocating the Facilities to the Relocation Area (including, without limitation, the cost of any cell on wheels facilities) and improving the Relocation Area so that it is fully compatible for Wireless Propco's and its Customers' use, in Wireless Propco's reasonable determination;
- (e) Site Owner gives Wireless Propco and its Customers at least six (6) months' written notice prior to requiring Wireless Propco and its Customers to relocate (except in the case of a bona-fide emergency, in which case Site Owner shall provide as much advance notice as is reasonably possible considering the circumstances);
- (f) Wireless Propco's and/or its Customers' use of the Facilities is not materially interrupted or diminished during the relocation and Wireless Propco and/or its Customers are allowed, if necessary, in their reasonable determination, to place a temporary installation on the Property, whether cell on wheels or other necessary installation, during any such relocation; and

- (g) In the event of a temporary relocation for maintenance and repair work by Site Owner, Wireless Propco and its Customers are permitted to return to their original location from the temporary location with all costs for the same being paid by Site Owner.

9. Representations: Other Covenants. Site Owner represents and warrants that, as of the Effective Date: (a) it is the legal owner of the Property with the right, power and authority to enter into this Easement Agreement and to grant the Easements to Wireless Propco, and any consents and authorizations required of Site Owner (or any Site Owner-related party) in connection with the execution and delivery of this Easement Agreement have been obtained; (b) except for the Existing Agreements, except as set forth in the title proforma issued to Wireless Propco by First American Title Company and approved by Wireless Propco in connection with this Agreement (a copy of which has been provided to Site Owner), and except as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances to which Site Owner is a party affect the Easements or the portion of the Property under the Easements as of the Effective Date; (c) Site Owner has delivered to Wireless Propco true, correct and complete copies of the Existing Agreements, and, to Site Owner's knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (d) to Site Owner's knowledge, no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; and (e) to Site Owner's knowledge, Site Owner has no past or current claims for utilities, taxes, or other charges against tenants under the Existing Agreements except in the ordinary course of collection. As of the Effective Date, Site Owner hereby waives all claims against any tenants under the Existing Agreements. Site Owner (x) hereby waives all claims against Wireless Propco or any tenant under the Agreements for reimbursement of any future charges or expenses paid by Site Owner on behalf of Wireless Propco or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; and (y) shall not, without the prior written consent of Wireless Propco, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Wireless Propco under this Easement Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements. Site Owner will comply with all governmental laws, rules, and regulations applicable to the Property that, through Site Owner's violation of the same, has a material adverse impact on the Facilities, the Easements, the area under the Easements, or Wireless Propco's interest in each of the foregoing. To the extent of any such material adverse impact, Wireless Propco shall provide written notice to Site Owner of such violation and Site Owner shall have a reasonable period of time within which to cure such violation. Notwithstanding anything to the contrary in this Easement Agreement, Site Owner shall comply with all obligations of the lessor under the Agreements which relate to the use, ownership and operation of the Property (not including those obligations that relate to the management of the cell operations in the Easement area). Subject to Site Owner's rights pursuant to the terms of this Easement Agreement, Site Owner shall not use nor permit its Affiliates, licensees, invitees or agents to use any portion of the Property in a manner which could result in a material default of the Agreements or otherwise materially and adversely interfere with the operation of the Facilities. Without limiting Site Owner's obligations pursuant to Section 8 above, and except as specifically set forth herein, Site Owner makes no guarantee, warranty or representation, as to the condition of the Property or the Facilities or any other covenant regarding any implied warranty of merchantability or fitness for a particular purpose or use with respect to the Easements, including the Facilities. Wireless Propco has independently examined the Property and the Facilities and has determined that each are suitable for Wireless Propco's intended use, and the Property and the Facilities are satisfactory to Wireless Propco.

Wireless Propco represents and warrants that: (a) it has the right, power and authority to enter into this Easement Agreement, and any consents and authorizations required of Wireless Propco in connection with the execution and delivery of this Easement Agreement have been obtained; and (b) neither it nor any of its respective Affiliates: (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 133224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable orders (such lists are collectively referred to as the "Lists"); (ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order; or (iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order. Wireless Propco will, or will use commercially reasonable efforts to cause its Customers to: (i) use the Easements and operate the Facilities within all material technical parameters of,

and otherwise according to, all applicable laws, statutes and regulations including, without limitation, all Federal Communications Commission ("FCC") or any successor agency rules, regulations, and the electrical code(s) of the applicable city, county and/or state; (ii) not use any portion of the Easements or the Facilities for any illegal or unauthorized purpose; (iii) not materially damage the Property or any portion thereof; (iv) Subject to Wireless Propco's rights hereunder, not interfere with the maintenance or repair of the Property; and (v) upon request from Site Owner, install protective devices that are currently, or may be in the future be required by, or to conform with the FCC's or any successor agency's rules and regulations. Wireless Propco shall not install or permit the installation of any equipment in the Property that will materially and unreasonably interfere with or restrict the operation of the wireless network and/or the communication facilities within the Hotel or any other utility service to the Hotel. Wireless Propco shall use commercially reasonable efforts to enforce the provisions in the Agreements that cover Customers' interference with Hotel equipment and network. Notwithstanding anything to the contrary herein, to the extent any of the terms of this Section 9 conflict with the rights of Wireless Propco or the obligations of Customers as set forth in the Agreements, then Wireless Propco shall not be in default of this Easement Agreement for failure to cause compliance with the terms of this Section 9 provided that it uses commercially reasonable efforts to enforce the terms of the Agreements.

10. Environmental Covenants and Indemnity. Except as disclosed in any written, third party environmental reports delivered to Wireless Propco by Site Owner prior to the Effective Date, Site Owner represents that it has no knowledge of any substance, material, chemical, or waste (collectively, "Substance") located on, under, or about the Property in violation of any applicable federal, state, or local law or regulation. Neither Wireless Propco nor Site Owner will introduce, store, generate, treat, dispose or use any Substance on, under or about the Property in violation of any applicable law or regulation. Wireless Propco shall use commercially reasonable efforts to enforce the provisions in the Agreements that prohibit the tenants from introducing, storing, generating, treating, disposing or using any Substance on, under or about the Property in violation of all applicable laws and regulations. Except as disclosed in any written, third-party environmental reports delivered to Wireless Propco by Site Owner prior to the Effective Date, to the knowledge of Site Owner, no underground storage tanks for petroleum or any other Substance or underground piping or conduits other than for utilities are or have previously been located on the Property. Site Owner and Wireless Propco shall each defend, indemnify, protect and hold the other Party and its partners, officers, directors, stockholders, members, managers, beneficiaries, representatives, employees and agents 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 Easement Agreement.

11. General Indemnity and Insurance. (a) In addition to the environmental indemnity set forth above, Site Owner and Wireless Propco shall each indemnify, defend and hold the other Party and its partners, officers, directors, stockholders, members, managers, beneficiaries, representatives, employees and agents harmless against any and all costs, expenses (including reasonable attorney's fees), claims, actions, damages and liability in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) the breach of any representation or warranty of such indemnifying Party set forth herein; (b) a breach of any covenant set forth herein by such indemnifying Party or its agents, contractors and employees, (c) out of the use and/or occupancy of the Property and Easements by the indemnifying Party or its agents, contractors and employees, and (d) the negligence or intentional misconduct of the indemnifying Party or its agents, contractors and employees occurring in or around the Property and Easements. This indemnity shall not apply to any claims to the extent arising from the negligence or intentional misconduct of the indemnified Party or its agents, contractors and employees. Neither Site Owner nor Wireless Propco shall be liable or responsible for any damages which are indirect, consequential, exemplary or punitive.

(b) During the term of this Easement Agreement, Wireless Propco shall secure and maintain in full force and effect (i) commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, with a Ten Million Dollars (\$10,000,000) umbrella policy, written on an occurrence basis and on a comprehensive form, for personal injuries, death or damage to property of others, including loss of use resulting therefrom, arising out of the acts or omissions by it and its agents, contractors and employees on or about the Property and Easements, including, without limitation, its indemnity obligations contained in this Easement Agreement, and (ii) all other insurance policies and policy limits that are commercially reasonable for a company doing business similar to that of Wireless Propco in

the telecommunications industry. Wireless Propco shall not reduce or terminate any of its policies required hereunder during the term of this Easement Agreement without first providing Site Owner with at least thirty (30) days written notice. Site Owner and the Hotel management company shall be added as an additional insured under the commercial general liability insurance required herein. Upon the Effective Date, and from time to time thereafter upon the request of Site Owner, Wireless Propco shall provide to Site Owner certificates which indicate that the required insurance coverages, showing the type, amount, coverages, effective dates and expiration dates of the policies, have been obtained and is in full force and effect. Wireless Propco shall use commercially reasonable efforts to enforce the tenants' insurance obligations under the Agreements, cause the tenants to name Site Owner and the Hotel management company as additional insureds under their commercial general liability insurance policies and provide to Site Owner certificates of insurance upon request, provided, however, to the extent the terms of this sentence conflict with the obligations of the tenants as set forth in the Agreements, then Wireless Propco shall not be in default of this Easement Agreement for failure to cause compliance with the terms of this sentence provided that it uses commercially reasonable efforts to enforce the terms of the Agreements.

(c) Wireless Propco and Site Owner each mutually release each other from liability and waive all right of recovery against the other for any property loss or damage covered by its own property insurance policy or policies actually carried or required to be carried under this Easement Agreement, and in the event of such insured loss, it is agreed that neither Party's insurance company shall have a subrogation claim against the other. Each Party shall obtain special endorsements required by its insurer to allow such waiver of rights of subrogation, but the failure to obtain same shall not impair the effectiveness of this waiver and/or release between the Parties.

12. Assignment; Secured Parties. Wireless Propco shall not assign this Easement Agreement or Wireless Propco's interest in the Easements without the prior written consent of Site Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Wireless Propco may assign this Easement Agreement and its interest in the Easements without Site Owner's consent (a) to a mortgagee or holder of a security interest in Wireless Propco's interest in and to this Easement Agreement and the Easements (any such mortgagees or holders of security interests, including their successors and assigns "Secured Party" or, collectively, "Secured Parties"); (b) to an Affiliate of Wireless Propco; (c) to any Person that acquires, whether by merger, consolidation, reorganization or purchase of assets or ownership interests, all or substantially all of the business and assets of Wireless Propco; or (d) to any Person who is simultaneously acquiring easement rights from Wireless Propco in a minimum of ten (10) other properties, provided such person has substantial experience in operating, managing and leasing wireless telecommunication facilities and has a tangible net worth, determined in accordance with generally accepted accounting principles, equal to or greater than Twenty-Five Million and No/100 Dollars (\$25,000,000.00). Site Owner agrees to notify Wireless Propco and Secured Parties (provided Wireless Propco has given Site Owner written notice and contact information of Secured Parties) simultaneously of any default by Wireless Propco and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Easement Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Wireless Propco has given Site Owner written notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Easement Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Wireless Propco's interest under this Easement Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Wireless Propco accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Easement Agreement reasonably requested by any Secured Party so long as such modifications are intended only to give effect to the provisions of this Section 12 and do not materially change the rights or obligations of any party. The lien of any Secured Party shall only attach to Wireless Propco's interest in this Easement Agreement and/or in the Easements and shall not be a lien upon Site Owner's interest in the Property (provided, however, that the foregoing shall not in any way be deemed to alter this Easement Agreement's recorded position in title in the event any Secured Party shall succeed to Wireless Propco's interest herein). Wireless Propco shall provide Site Owner with prior written notice of any permitted assignment pursuant to this Section 12 and shall provide Site Owner with a copy of the document whereby this Easement Agreement was so transferred or assigned. In the event of any such assignment, the assignee shall assume and agree to be bound by all of the terms and provisions of this Easement Agreement. "Affiliate" shall mean any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Wireless Propco, as the case may be with "control" meaning: (i) 50% or more ownership of voting interests; or (ii) the right to direct the management and business affairs of an entity. "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust,

unincorporated association or other entity or organization (including a governmental authority); and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing. Site Owner may assign this Easement Agreement at any time without Wireless Propco's consent (a) in connection with a transfer or sale of the Property; or (b) to any Person that acquires, whether by merger, consolidation, reorganization or purchase of assets or ownership interests, all or substantially all of ownership interests directly or indirectly in Site Owner and/or the business and assets of Site Owner. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. Estoppel Certificate. At any time during the term hereof, each Party shall have the right to request from the other a statement, within twenty (20) days after request therefor, certifying: (i) that this Easement Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the knowledge of the responding Party, without inquiry, the requesting Party is in default in performance of any of its obligations under this Easement Agreement, and, if so, specifying each such default; (iii) to the knowledge of the responding Party, without inquiry, that there are no amounts due to the responding Party from the requesting Party; and (iv) any other information reasonably requested concerning this Easement Agreement.

14. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Subject to the terms of this Section 14, Site Owner hereby irrevocably constitutes and appoints Wireless Propco as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Easement Agreement. Site Owner ratifies and acknowledges the exclusive right of Wireless Propco to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Easement Agreement for any reason, subject to the terms of such agreements. Site Owner acknowledges that all such agreements entered into by Wireless Propco shall survive the termination of this Easement Agreement for any reason, subject to the terms of such agreements. Notwithstanding the foregoing or anything to the contrary contained in this Easement Agreement, (a) all new leases, licenses and/or other agreements of use of the Easements with Customers (collectively, "New Agreements") and together with the Existing Agreements, the "Agreements"), (b) all amendments and renewals of the Existing Agreements (other than the exercise of existing renewal rights), and (c) all amendments and renewals of the New Agreements (other than the exercise of existing renewal rights), shall be subject to Site Owner's prior written approval; provided, however, that in the event Site Owner (i) fails to approve or deny any New Agreements within thirty (30) days after Wireless Propco delivers a written request for Site Owner's approval along with commercially standard supporting studies, as appropriate, (ii) fails to approve or deny any amendment or renewal of an Existing Agreement or a New Agreement, which amendment or renewal includes the installation of additional Facilities or utilities or modification of the existing Facilities or utilities and such installation or modification involves penetration of the roof surface or materially increases the load on the rooftop, within thirty (30) days after Wireless Propco delivers a written request for Site Owner's approval along with commercially standard supporting studies, as appropriate, or (iii) fails to approve or deny any other amendment or renewal of an Existing Agreement or a New Agreement within fifteen (15) days after Wireless Propco delivers a written request for Site Owner's approval, Wireless Propco shall send a second written request for approval to Site Owner, which second request shall state in bold letters that failure to approve or deny such request within five (5) business days of receipt of such second request shall be deemed approval, and if Site Owner fails to approve or deny such second request within five (5) business days following receipt thereof, such request shall be deemed approved. Notwithstanding the foregoing, in the event any Customer requests approval of any New Agreements, amendments, or renewals on a shorter timeline than that set forth above, Wireless Propco and Site Owner shall work in good faith to accommodate such Customer's request. Site Owner's approval of a New Agreement, or of an amendment or renewal of any Existing Agreement or New Agreement, shall not be unreasonably withheld, conditioned or delayed so long as such agreement is commercially standard. To the extent the right of approval is granted to the lessor/licensor under such New Agreements, this approval right includes the right to approve all plans and specifications for the installation of new Facilities, the modification of existing Facilities and the installation of additional Facilities. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Wireless Propco's Customers on behalf of itself or on behalf of any third party for use of any portion of the Property underlying the Communications Easement for the transmission and reception of wireless telecommunication signals, provided however, it is acknowledged and agreed by Wireless Propco that the foregoing and the exclusive rights granted to Wireless Propco in Section 1(a)(i) above shall not prohibit, or in any

way restrict, Site Owner from entering into any leases, licenses or other agreement with Wireless Propco's Customers or any third party for the installation and use of (i) distributed antenna systems (DAS) within the Property, (ii) high speed wireless networks for the exclusive use of Hotel guests and employees, and (iii) any other wireless networks or systems providing services exclusively to the guests and employees of the Hotel.

15. Condemnation; Casualty. In the event of any condemnation of the Easements in whole or in part, Wireless Propco shall be entitled to file claims against the condemning authority for, and to receive, the value of its interest in this Easement Agreement and the Easements, business dislocation expenses and any other award or compensation to which Wireless Propco may be legally entitled. All condemnation proceeds awarded with respect to Site Owner's ownership interest in all or any portion of the Property, including the Easement area, and for the diminution in the value of the fee of the Property, shall belong to Site Owner. Except as may be required under the Agreements, Site Owner shall have no obligation to rebuild the Property in the event that all or any portion of the Property is damaged or destroyed by a casualty. Risk of loss to the Easement area and the Facilities in the event of a casualty is on Wireless Propco and its Customers.

16. Covenant Running with the Land. The provisions of and covenants contained in this Easement Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

17. Dispute Resolution.

(a) If Wireless Propco fails to perform any of its obligations under this Easement Agreement, Site Owner agrees to notify Wireless Propco and any Secured Parties, provided Wireless Propco has given Site Owner notice and contact information of Secured Parties, in writing of any default by Wireless Propco, and to give Wireless Propco and/or any Secured Parties the right to cure any default within a period of not less than ten (10) days for a monetary default and thirty (30) days for a non-monetary default from Wireless Propco's receipt of the written default notice. If Wireless Propco or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner shall have all rights at law and in equity to recover the amount of Site Owner's damages and to pursue specific performance for such breach of this Easement Agreement. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner. In addition to the foregoing, if Wireless Propco shall be in default in the performance of any of the terms or provisions of this Easement Agreement and if Site Owner shall give to Wireless Propco notice in writing of such default specifying the nature thereof, and if Wireless Propco shall fail to cure such default within the time provided for above, or immediately if such default requires emergency action, Site Owner may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Wireless Propco, and the sums so expended by Site Owner, including reasonable legal fees, shall be paid by Wireless Propco within thirty (30) days following receipt of an invoice therefor. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Wireless Propco or its Customers, following written notice to Site Owner and thirty (30) days to cure (except in the event of a bona fide emergency, in which case Wireless Propco shall provide as much notice as is reasonable under the circumstances), Wireless Propco shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Easement Agreement, the following dispute resolution process shall be followed: (i) upon a Party's written notice of dispute to the other Party, an authorized representative of the Site Owner and Wireless Propco shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) 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. All arbitrators selected pursuant to the terms hereof shall have no less than ten (10) years of experience in the wireless cellular industry. The arbitration shall be held in the State in which the Property is located. Each Party shall pay one-half of all arbitrator professional fees and the prevailing Party, in any proceedings under this Section 17, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, or sent by e-mail (provided a copy is sent by one of the other means of notice) to the addresses of Site Owner and Wireless Propco set forth on the signature page. Either Party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Miscellaneous. (a) This Easement Agreement, all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Wireless Propco with respect to the subject matter of this Easement Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Easement Agreement must be in writing and executed by both Parties; (c) this Easement Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Easement Agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this Easement Agreement, which shall continue in full force and effect, and this Easement Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) the paragraph headings of this Easement Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Easement Agreement; (f) Site Owner acknowledges that Wireless Propco has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; (g) this Easement Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument; and (h) in the event any provision of this Easement Agreement conflicts with the rights of Wireless Propco or the obligations of tenants under the Agreements, then Wireless Propco shall not be in default of this Easement Agreement for failure to cause compliance with the terms hereof.

[SIGNATURE PAGES TO FOLLOW]

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

WITNESSES:

[Signature]
Print Name: Andrew D. Hance

[Signature]
Print Name: Thomas C. Fisher

"SITE OWNER":

TERRAPINS OWNER LLC, a Delaware limited liability company

By: [Signature]

Print Name: Thomas C. Fisher

Title: Vice President

Address: 4747 Bethesda Avenue, Suite 1100

City: Bethesda

State: Maryland

Zip: 20814

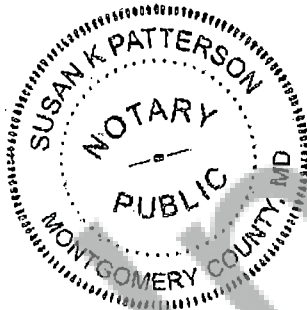
Email: tfisher@pebblebrookhotels.com

STATE OF MARYLAND)

) ss.

COUNTY OF MONTGOMERY)

On this 8th day of January, 2021, before me personally appeared Thomas C. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Terrapins Owner LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company and said signatory acknowledged before me said instrument to be the free act and deed of said limited liability company.



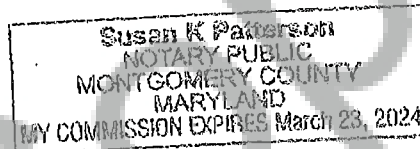
Sign Name: [Signature]

Print Name: Susan K. Patterson

Notary Public, State of Maryland, County of Montgomery

My Commission Expires: _____

Acting in the County of Montgomery



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

WITNESSES:

[Signature]
Print Name: Joshua Talcovitz

[Signature]
Print Name: Andrew Beck III

"WIRELESS PROPCO:"

WIRELESS PROPCO, LLC, a Delaware limited liability company

By: [Signature]
Name: Robert Bueti
Title: Attorney-In-Fact

Address: 44 South Broadway, Suite 601
City: White Plains
State: NY
Zip: 10601
Tel: 646-452-5455
Email: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the Sunday of January in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Bueti, Attorney-In-Fact of Wireless Propco, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
My Commission Expires: _____
Commission Number: _____

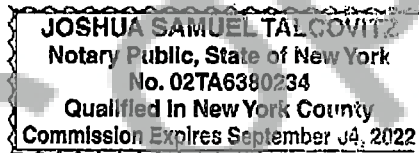


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[THE EASEMENT GRANTED HEREIN IS ONLY TO PROVIDE ACCESS TO AND USE OF THE PROPERTY'S ROOFTOP FOR WIRELESS COMMUNICATION AS SET FORTH HEREIN AND DOES NOT CONSTITUTE A TRANSFER OF OWNERSHIP OF TAX PARCEL NUMBERS 02070200061200 and 02070241080000.]

PARCEL 1

Being a tract of land out of portions of Government Lots 2 and 3, in the D. Baughman donation land claim and F. Iman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington and being more particularly described as follows:

Beginning at a ¼ inch iron rod on the West line of the Baughman D.L.C., said rod being South 00°50'59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence leaving said West line North 57°31'40" West 1,839.91 feet to a ¼ inch iron pipe; thence South 59°00'19" West 396.02 feet to a ¾ inch iron rod; thence North 78°38'44" West 97.60 feet to a ¼ inch iron rod; thence North 35°28'44" West 122.60 feet to a ¾ inch iron rod; thence North 59°43'41" West 216.00 feet to a ¾ inch iron rod; thence North 65°46'40" West 919.35 feet to a ¾ inch iron rod on the Southeasterly line of the BPA right of way; thence along said right of way North 40°21'00" East 2,004.39 feet to a ¾ inch iron rod; thence leaving said right of way South 21°52'06" East 221.63 feet to a ¼ inch iron pipe; thence South 89°53'16" East 104.76 feet to a ¼ inch iron pipe; thence North 45°07'04" East 121.54 feet to a ¾ inch iron rod; thence North 01°32'31" East 0.58 feet to a point; thence South 22°51'56" East 133.67 feet to a ¾ inch iron rod; thence South 34°22'53" East 377.84 feet to a ¾ inch iron rod; thence South 65°26'35" East 236.37 feet to a ¾ inch iron rod thence South 13°10'46" West 117.78 feet to a ¾ inch iron rod; thence South 71°56'35" East 207.62 feet to a ¾ inch iron rod; thence North 13°10'46" East 194.93 feet to a ¾ inch iron rod; thence South 72°56'35" East 72.19 feet to a ¾ inch iron rod; thence South 53°51'59" East 476.72 feet to a ¾ inch iron rod; thence South 75°24'01" East 132.00 feet to a ¾ inch iron rod; thence South 89°09'01" East 74.00 feet to a ¾ inch iron rod; thence South 00°50'59" West 132.00 feet to a ¾ inch iron rod; thence South 89°09'03" East 180.29 feet to a ¾ inch iron rod on the Southwesterly right of way of Foster Creek Road (40.00 foot right of way); thence along said right of way 260.65 feet along the arc of a 224.60 foot radius curve to the left, having a central angle of 66°29'28", the chord of which bears South 44°35'53" East, a distance of 246.26 feet to a ¾ inch iron rod; thence South 77°50'37" East 114.61 feet to a ¾ inch iron rod; thence 159.01 feet along the arc of a 420.80 foot radius curve to the right, having a central angle of 21°39'00", the chord of which bears South 67°01'07" East, a distance of 158.06 feet to a ¾ inch iron rod; thence South 56°11'37" East 273.36 feet to a ¾ inch iron rod; thence leaving said right of way South 46°53'56" West 373.47 feet to a Skamania County brass cap; thence South 62°28'04" East 785.01 feet to a ¾ inch iron rod on said right of way of Foster Creek Road; thence along said right of way 73.68 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 10°30'04", the chord of which bears South 31°18'02" East, a distance of 73.57 feet to a ¾ inch iron rod; thence South 79°54'00" West 261.00 feet; thence North 52°53'13" West 100.00 feet; thence South 60°32'24" West 90.00 feet; thence South 19°17'10" East 195.00 feet; thence South 21°51'54" East 137.00 feet; thence South 54°56'03" East 116.00 feet; thence North 83°40'11" East 272.30 feet to a point on the Westerly right of way line of Rock Creek Drive (variable

width right of way); thence along said right of way South 08°32'58" West 96.52 feet to a point that bears South 17°15'33" West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 14°56'02", the chord of which bears South 16°00'59" West, a distance of 412.50 feet to a ½ inch iron rod; thence North 66°31'00" West 20.00 feet to a ½ inch iron rod; thence 191.45 feet along the arc of a 1,567.10 foot radius curve to the right, having a central angle of 06°59'59", a chord of which bears South 26°58'59" West, a distance of 191.33 feet to a ½ inch iron rod; thence South 59°31'02" East 20.00 feet to a ½ inch iron rod; thence 62.63 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 02°15'40", the chord of which bears South 31°36'48" West, a distance of 62.63 feet to a ½ inch iron rod; thence North 56°03'57" West 8.39 feet to a point that bears North 50°38'42" West 0.70 feet from a concrete right of way monument; thence South 33°56'03" West 208.73 feet to a point that bears South 65°29'49" East 0.58 feet from a concrete right of way monument; thence North 56°03'57" West 60.00 feet to a point that bears North 35°49'26" West 0.57 feet from a concrete right of way monument; thence South 33°56'03" West 133.77 feet to a point that bears South 78°22'11" West 1.00 feet from a concrete right of way monument; thence South 56°03'57" East 5.47 feet to a ½ inch iron rod, said rod also marking the intersection of Second Street extension right of way and the Westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South 56°27'19" West 46.44 feet to a ½ inch iron rod; thence 201.61 feet along the arc of a 256.70 foot radius curve to the right, having a central angle of 45°00'00", the chord of which bears South 78°57'19" West, 196.47 feet to a ½ inch iron rod; thence North 78°32'41" West 13.00 feet to a ½ inch iron rod; thence 186.92 feet along the arc of a 125.70 foot radius curve to the left, having a central angle of 85°12'00", the chord of which bears South 58°51'19" West, a distance of 170.17 feet to a ½ inch iron rod marking the point of compound curvature; thence 172.50 feet along the arc of a 173.40 foot radius curve to the left, having a central angle of 57°00'00", the chord of which bears South 12°14'41" East, a distance of 165.48 feet to a ½ inch iron rod marking the point of reverse curvature; thence 79.96 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 69°44'00", the chord of which bears South 05°52'41" East, a distance of 75.12 feet to a ½ inch iron rod; thence South 28°59'19" West 98.60 feet to a ½ inch iron rod; thence 65.70 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 57°18'00", the chord of which bears South 57°38'19" West, a distance of 63.00 feet to a ½ inch iron rod marking a point of reverse curvature; thence 254.56 feet along the arc of a 507.60 foot radius curve to the left, having a central angle of 28°44'00", the chord of which bears South 71°55'19" West a distance of 251.90 feet to a ½ inch iron rod marking a point of reverse curvature; thence 44.84 feet along the arc of a 160.80 foot radius curve to the right, having a central angle of 15°58'38", the chord of which bears South 65°32'38" West, a distance of 44.69 feet to a ½ inch iron rod on the West line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said West line of the Baughman D.L.C. North 00°50'59" East 1,237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said D. Baughman D.L.C.; thence South $00^{\circ}50'59''$ West, 3369.29 feet along the West line of said Baughman donation land claim to the point of beginning and said point being on the Northerly right of way line of State Highway No. 8; thence along said Northerly right of way the following courses and distances:

North $49^{\circ}20'38''$ East, 225.03 to the beginning of a 2785.00 foot radius curve to the left having a central angle of $05^{\circ}28'09''$; thence along said curve to the left (the long chord of which bears North $46^{\circ}36'33''$ East, 265.74 feet) 265.84 feet; thence South $46^{\circ}07'31''$ East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of $05^{\circ}23'51''$; thence along said curve to the left (the long chord of which bears North $41^{\circ}10'33''$ East, 265.09 feet) 265.19 feet; thence North $38^{\circ}28'38''$ East 337.63 feet; thence leaving said Northerly R.O.W. North $56^{\circ}03'57''$ West 46.84 feet to the Northerly right of way of vacated Malicot road; thence along said Northerly right of way the following courses and distances:

Along said Malicot right of way South $56^{\circ}27'19''$ West 46.44 feet to a $\frac{1}{2}$ inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of $45^{\circ}00'00''$; thence along said curve to the right (the long chord of which bears South $78^{\circ}57'19''$ West, 196.47 feet) 201.61 feet to a $\frac{1}{2}$ inch iron rod; thence North $78^{\circ}32'41''$ West 13.00 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of $85^{\circ}12'00''$; thence along said curve to the left (the long chord of which bears South $58^{\circ}51'19''$ West, 170.17 feet) 186.92 feet to a $\frac{1}{2}$ inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of $57^{\circ}00'00''$; thence along said curve to the left (the long chord of which bears South $12^{\circ}14'41''$ East, 165.48 feet) 172.50 feet to a $\frac{1}{2}$ inch iron rod marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of $69^{\circ}44'00''$; thence along said curve to the right (the long chord of which bears South $05^{\circ}52'41''$ East, 75.12 feet) 79.96 feet to a $\frac{1}{2}$ inch iron rod; thence South $28^{\circ}59'19''$ West 98.60 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of $57^{\circ}18'00''$ thence along said curve to the right (the long chord of which bears South $57^{\circ}38'19''$ West, 63.00 feet) 65.70 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle of $14^{\circ}21'23''$; thence along said curve to the left (the long chord of which bears South $79^{\circ}06'37''$ East 126.86 feet) 127.19 feet to a point thence leaving said Northerly right of way South $18^{\circ}04'04''$ East 60.00 feet to a point on the Southerly right of way of said Malicot

road said point being the beginning of a 447.60 foot radius curve to the left having a central angle of $14^{\circ}22'37''$; thence along said Southerly right of way (the long chord of which bears South $64^{\circ}44'37''$ West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of $20^{\circ}46'29''$; thence along said curve to the right (the long chord of which bears South $67^{\circ}56'34''$ West, 79.62 feet) 80.06 feet to a point on the Westerly line of said Baughman D.L.C.; thence South $00^{\circ}50'59''$ West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, Page 738.

EXCEPTING THEREFROM a tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

Beginning at a $\frac{1}{4}$ inch iron rod on the West line of the Baughman D.L.C., said rod being South $00^{\circ}50'59''$ West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North $70^{\circ}07'20''$ East 232.20 feet; thence North $31^{\circ}57'00''$ West 34.60 feet to the beginning of a 238.00 foot radius non-tangent curve to the left and the True Point of Beginning; thence along said non-tangent curve to the left 45.91 feet through a central angle of $11^{\circ}03'04''$ (chord bears North $60^{\circ}52'12''$ East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of $38^{\circ}28'36''$ (chord bears North $74^{\circ}34'58''$ East 142.12 feet) to a point; thence South $86^{\circ}10'44''$ East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of $34^{\circ}29'13''$ (chord bears North $76^{\circ}34'39''$ East 141.00 feet); thence North $18^{\circ}00'59''$ West 198.30 feet; thence North $40^{\circ}31'12''$ West 296.43 feet; thence North $26^{\circ}12'57''$ West 135.00 feet; thence South $73^{\circ}39'53''$ West 126.26 feet; thence South $27^{\circ}26'26''$ West 93.57 feet; thence South $62^{\circ}33'34''$ East 20.86 feet; thence South $27^{\circ}26'26''$ West 37.03 feet; thence South $00^{\circ}02'58''$ West 93.69 feet; thence South $72^{\circ}28'58''$ West 32.45 feet; thence South $17^{\circ}31'02''$ East 168.85 feet; thence North $72^{\circ}28'58''$ East 10.64 feet; thence South $17^{\circ}31'02''$ East 71.64 feet; thence North $72^{\circ}28'58''$ East 27.30 feet; thence South $17^{\circ}31'02''$ East 84.14 feet; thence South $72^{\circ}28'58''$ West 47.82 feet; thence South $17^{\circ}31'02''$ East 46.24 feet; thence South $31^{\circ}57'00''$ East 0.83 feet to the Point of Beginning.

PARCEL II

A tract of land located in the Baughman Donation Land Claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at an iron pipe marking the intersection of the East line of the said Section 2 with the division line between the Northeasterly and Southwesterly halves of the said Baughman Donation Land Claim; thence along said division line North $64^{\circ}10'$ West a distance of 301.32 feet to the initial point of the tract hereby described; thence North $21^{\circ}08'$ West 308.67 feet; thence South $47^{\circ}21'$ West 226.46 feet to intersection with the said divisions line; thence South $64^{\circ}10'$ East along the said division line 300 feet to the initial point.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property as set forth in Section 1(a)(i), above, and that portion of the Property on which any Facilities exist on the date of this Easement Agreement, together with the portion of the Property leased by Site Owner under the Existing Agreements, including the portion of the Property depicted and/or described on Schedule B-1 attached hereto and made a part hereof.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the Property more clearly defining the location thereof, which legal description shall be subject to Site Owner's approval, not to be unreasonably withheld, conditioned or delayed.

Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: Thomas C. Fisher
Name: Thomas C Fisher
Title: Vice President
Date: January 8, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____
Name: Robert Buetti
Title: Attorney-In-Fact
Date: _____, 2021

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property as set forth in Section 1(a)(i), above, and that portion of the Property on which any Facilities exist on the date of this Easement Agreement, together with the portion of the Property leased by Site Owner under the Existing Agreements, including the portion of the Property depicted and/or described on Schedule B-1 attached hereto and made a part hereof.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the Property more clearly defining the location thereof, which legal description shall be subject to Site Owner's approval, not to be unreasonably withheld, conditioned or delayed.

Agreed and Approved:


Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: _____
Name: Thomas C Fisher
Title: Vice President
Date: _____, 2021

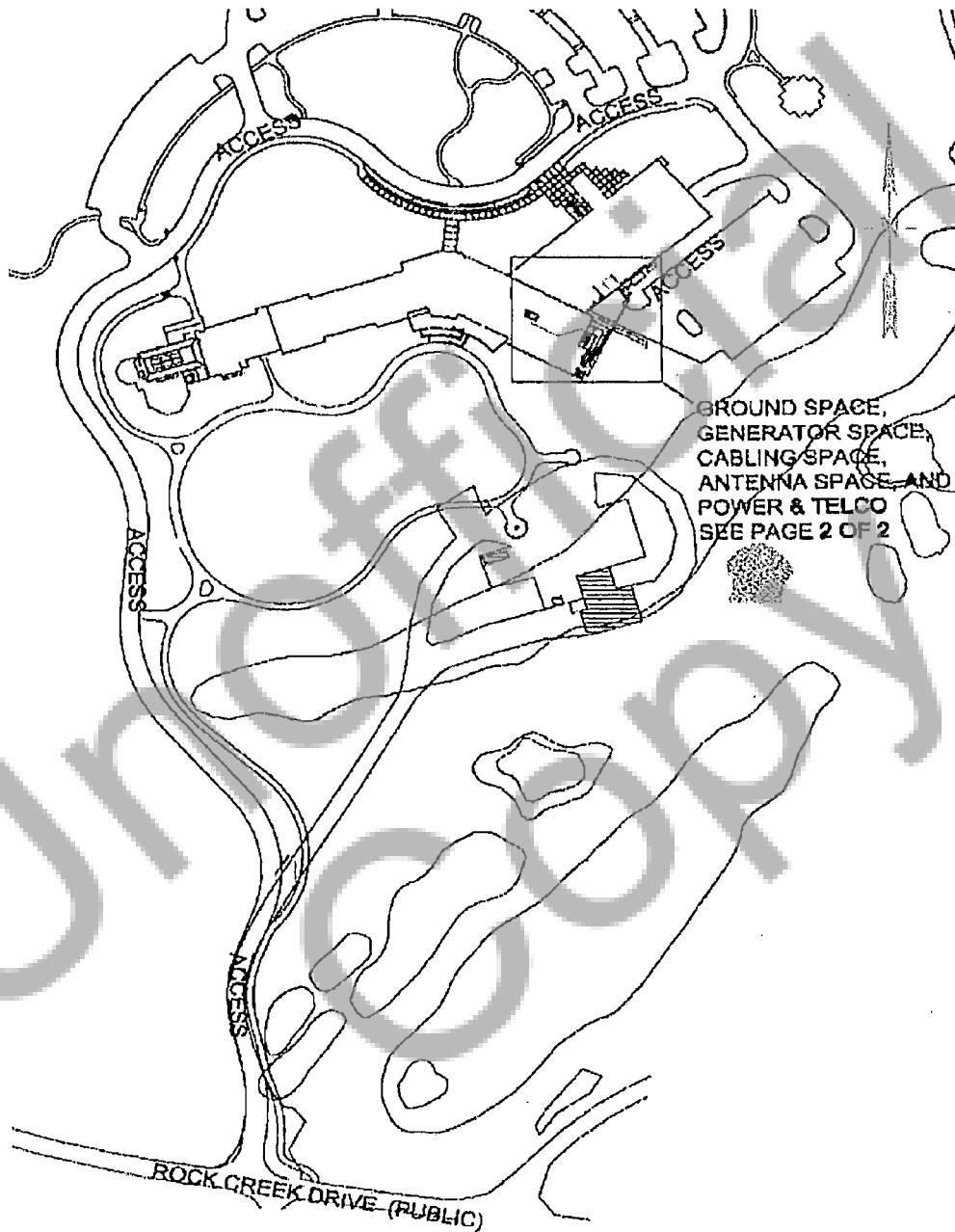
Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

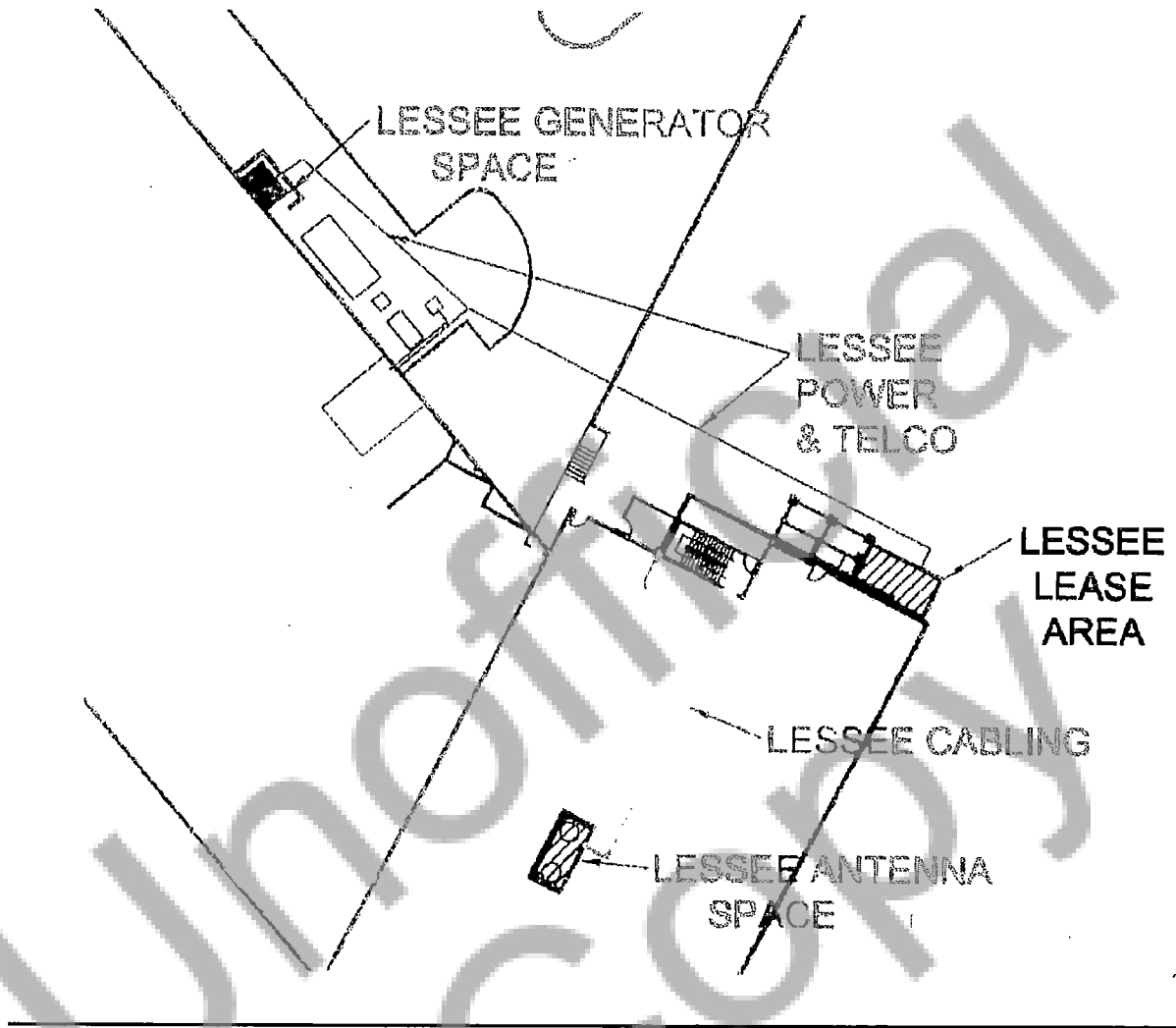
By:  _____
Name: Robert Buetti
Title: Attorney-In-Fact
Date: January 14, 2021

SCHEDULE B-1

**DESCRIPTION OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT**



DESCRIPTION OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT



2. LESSOR hereby leases to LESSEE approximately two hundred eighty-nine (289) square feet of space (the "Ground and Generator Space") and approximately one hundred eighty (180) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 1131 Skamania Lodge Way, Stevenson, County of Skamania, State of Washington 98648, as shown on Exhibit "A" attached hereto and made a part hereof, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennae (the "Antenna Space") and such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running from the Rooftop Space to the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property and the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's rooftop communications facility. The Rooftop Space, Floor Space, Antenna Space

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

Access Easement:

Subject to the terms of this Easement Agreement, including Site Owner's right to approve the plans and specifications for the installation and modification of the Facilities and the utilities in connection therewith, all rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, **SW Skamania Lodge Way, Stevenson, WA** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Utility Easement:

Subject to the terms of this Easement Agreement, including Site Owner's right to approve the plans and specifications for the installation and modification of the Facilities and the utilities in connection therewith, a non-exclusive easement in, to, under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside the Building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Utility Easement for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that these descriptions may be substituted at a later date upon presentation of a survey of the Property more clearly defining the location thereof, which legal description shall be subject to Site Owner's approval, not to be unreasonably withheld, conditioned or delayed.

Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: Thomas C. Fisher

Name: Thomas C. Fisher

Title: Vice President

Date: January 8, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____

Name: Robert Buetti

Title: Attorney-In-Fact

Date: _____, 2021

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

Access Easement:

Subject to the terms of this Easement Agreement, including Site Owner's right to approve the plans and specifications for the installation and modification of the Facilities and the utilities in connection therewith, all rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, SW Skamania Lodge Way, Stevenson, WA (hereinafter the "Access Easement"), along with the right to use said Access Easement for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Utility Easement:

Subject to the terms of this Easement Agreement, including Site Owner's right to approve the plans and specifications for the installation and modification of the Facilities and the utilities in connection therewith, a non-exclusive easement in, to, under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside the Building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Utility Easement for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that these descriptions may be substituted at a later date upon presentation of a survey of the Property more clearly defining the location thereof, which legal description shall be subject to Site Owner's approval, not to be unreasonably withheld, conditioned or delayed.

Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: _____

Name: Thomas C. Fisher

Title: Vice President

Date: _____, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: Robert Buetti

Name: Robert Buetti

Title: Attorney-In-Fact

Date: January 14, 2021

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Wireless Propco, as of the effective date herein, all of its right, title and interest in, to and under any existing wireless communications lease agreements, and any amendments, transfers, modifications and/or assignments thereof to which it is a Party, affecting any portion of the Communication Easement area including, without limitation, the following:


The Option and Building and Rooftop Lease Agreement dated October 15, 2009 between Commonwealth Washington Holding, Inc., a Delaware corporation as lessor and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as lessee.

Site Owner hereby authorizes Wireless Propco to replace this Exhibit C if information becomes available to Wireless Propco which more accurately describe the agreement(s) listed above, and upon delivery to Site Owner, and Site Owner's approval of, such revised Exhibit C, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

Read, Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: 
Name: Thomas C. Fisher
Title: Vice President
Date: JANUARY 8, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____
Name: Robert Bueti
Title: Attorney-In-Fact
Date: _____, 2021

EXHIBIT C

EXISTING AGREEMENTS

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Read, Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: _____
Name: Thomas C. Fisher
Title: Vice President
Date: _____, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company


By: 
Name: Robert Bueti
Title: Attorney-In-Fact
Date: January 14, 2021

EXHIBIT D

TITLE ENCUMBRANCES

See attached Schedule D-1.

Site Owner hereby authorizes Wireless Propco to replace this Exhibit D if a more accurate list of title exceptions becomes available, and upon delivery to Site Owner, and Site Owner's approval of, such revised Exhibit D, such revised Exhibit D shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

Read, Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: Thomas C. Fisher

Name: Thomas C. Fisher

Title: Vice President

Date: JANUARY 8, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____

Name: Robert Buetti

Title: Attorney-In-Fact

Date: _____, 2021

EXHIBIT D

TITLE ENCUMBRANCES

See attached Schedule D-1.

Site Owner hereby authorizes Wireless Propco to replace this Exhibit D if a more accurate list of title exceptions becomes available, and upon delivery to Site Owner, and Site Owner's approval of, such revised Exhibit D, such revised Exhibit D shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

Read, Agreed and Approved:

Site Owner:

TERRAPINS OWNER LLC, a Delaware limited liability company

By: _____

Name: Thomas C. Fisher

Title: Vice President

Date: _____, 2021

Wireless Propco:

Wireless Propco, LLC, a Delaware limited liability company

By: _____

Name: Robert Bueti

Title: Attorney-In-Fact

Date: January 14, 2021

SCHEDULE D-1

EASEMENT and the terms and conditions thereof:

Grantee: Skamania Light and Power Co.

Purpose: Electric transmission and distribution

Area Affected: Said premises

Recorded: August 26, 1922

Auditor's File No: Book 7, page 16

The rights and obligations contained in the unrecorded Hosting Agreement by and between AWS Convergence Technologies, Inc. and Skamania Lodge dated February 7, 2009

Rights, if any, of the Public to that portion lying within the right of way of Foster Creek Road, Skamania Lodge Drive and Bass Lake Road.

Rights, if any, of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Foster Creek.