



OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR
BUSINESS AND FINANCE, TREASURER

September 17, 2013

The Honorable Michael R. Pence
Governor of the State of Indiana
State House
Indianapolis, IN 46204

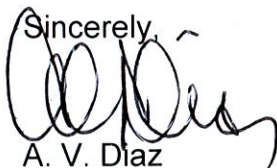
Dear Governor Pence:

In accordance with its bylaws, the Purdue University Board of Trustees approved the lease agreement, "South Campus Telecommunications Hub", of approximately 0.8 acres of land on the Purdue University West Lafayette campus.

The lease of land to Crown Castle Solutions Corp. will allow for the construction of a building to house the head end and base station components for a neutral host distributed antenna system. The system will improve the wireless telecommunications service throughout the West Lafayette campus.

Term: 12 years with four (4) renewals of four (4) years each
Land Area: 0.8 Acres located in the South Campus Satellite Farm
Annual Rent: \$1

Pursuant to I.C. 21-31-4-2, we request your approval and that of the Budget Agency to proceed with this lease. We will be happy to answer any questions you or your staff may have or to provide any additional information you may wish.

Sincerely,


A. V. Diaz
Executive Vice President for
Business and Finance, Treasurer

Attachment (LEASE)

c: Brian Bailey, State Budget Director
Mary Catherine Gaisbauer, Comptroller
Kevin Green, Assistant Director of Capital Planning

'SOUTH CAMPUS TELECOMMUNICATIONS HUB BUILDING PROPERTY
WEST LAFAYETTE, INDIANA

LEASE

THIS LEASE (the "**Lease**") is executed as of this ____ day of _____, 2013, by and between THE TRUSTEES OF PURDUE UNIVERSITY ("**Landlord**"), a body corporate and politic created and existing under the laws of the State of Indiana, and CROWN CASTLE SOLUTIONS CORP., a Delaware corporation ("**Tenant**") with an address at 2000 Corporate Drive, Canonsburg, PA 15317.

1. **DESCRIPTION OF THE LEASED PROPERTY.** Subject to the terms and conditions of this Lease, Landlord demises and leases to Tenant, and Tenant hires from Landlord certain premises being described as follows:

A total of .08 acres of space (the "**Leased Property**") in the SOUTH CAMPUS SATELLITE FARM, which is located on the map attached hereto on EXHIBIT A (the "**Site**"). The Leased Property is more particularly described in EXHIBIT A (the "**Land Lease Description**") attached to this Lease and made a part of this Lease by this reference. In the event that a subdivision of the Site is legally required to lease the Leased Property to Tenant, Landlord agrees to seek subdivision approval at its expense.

2. **LEASE TERM.**

- a. **Initial Term.** The "**Initial Term**" of this Lease shall be up to one hundred forty-four (144) months, commencing on the later of: (i) the date on which all required state approvals have been obtained or (ii) October 1, 2013 (the "**Commencement Date**"), and continuing until September 30, 2025 (the "**Termination Date**"), unless earlier terminated as provided in this Lease.
- b. **Extension Period(s).** Tenant may seek to extend the Initial Term for four (4) periods of forty-eight (48) months each (the "**Extension Period(s)**"); in this Lease, the Initial Term and any Extension Period(s), collectively, are referred to as the "**Lease Term**". Approval of any requested extension of this Lease shall be contingent upon the following: (i) Landlord having received no written notice from Tenant of Tenant's intent to terminate the Lease at the end of the then current Initial Term or Extension Period, which notice must be received by Landlord at least sixty (60) days prior to the end of the then current Initial Term or Extension Period (as applicable); (ii) Tenant is not in default under any of the terms or conditions of this Lease at the time it submits such a request for an extension; (iii) this Lease shall not have been terminated during the Lease Term; and (iv) Landlord is willing to extend this Lease. The approval of the Extension Period(s) shall be confirmed in writing using the form (the "**Extension of Lease Form**") attached as EXHIBIT B to this Lease. All other terms and conditions of this Lease shall be applicable to such Extension Period(s).
- c. **Maximum Length of Lease Term.** In any event, the Lease Term shall not exceed twenty-eight (28) years.

3. **RENT.**

- a. **Lease Term.** For the Lease Term, Tenant agrees to pay to Landlord annual rent in the amount of ONE Dollar (\$1) (the "**Rent**"). Tenant agrees to pay the Rent in consecutive yearly installments.
- b. **Manner of Payment.** Rent installments shall be due and payable in accord with Sections 3.a and 3.b of this document. Tenant shall pay the Rent to Landlord at its address set forth in this Lease or at such address as Landlord shall designate in writing

from time to time, without any deduction, abatement or setoff whatsoever, except as specifically set forth herein.

4. USE OF THE LEASED PROPERTY. Tenant and its sublessees shall use the Leased Property for the installation and operation of equipment for the operation of a neutral host distributed antenna system for the purpose of permitting wireless service providers to provide wireless telecommunications services to certain portion of Landlord's campus pursuant to that certain Purdue University Communications Equipment Site Agreement #1 dated as of May 13, 2013 between the parties ("**DAS Agreement**"). Landlord understands and agrees that a portion of the Leased Property will be subleased to wireless service providers for the placement and operations of their equipment used to provide wireless telecommunications services generally described into the foregoing sentence. Tenant shall not use or permit the use of the Leased Property for any other purpose or purposes without Landlord's prior written consent. In any event, the Leased Property shall be used and occupied by Tenant for the purposes of carrying on the purposes consistent with the mission of Purdue University, an educational institution of Indiana (including, without limitation, carrying on the purposes of: (a) education, (b) scientific research, (c) public service programs, (d) statutory responsibilities of Purdue University, and (e) management, operation, or servicing of Purdue University, all on such terms and conditions as The Trustees of Purdue University may approve from time to time). Further, Tenant covenants and agrees that:

- a. Tenant shall not commit, nor permit to be committed, any waste or damage upon or to the Leased Property, or any of them;
- b. Tenant shall not use, nor permit the use of, the Leased Property for any unlawful purpose, and shall not commit nor permit to be committed any violations of any laws or ordinances therein;
- c. Tenant shall, at its own cost and expense, promptly observe and keep all laws, rules, orders, ordinances and regulations of federal, state and local governments and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Leased Property (including, without limitation, complying with all applicable Purdue University policies, obtaining all licenses, permits, and other governmental approvals that are required for or occasioned by its operations in, and occupancy of the Leased Property, but not the Site generally);
- d. Tenant shall not sell, serve, or store any intoxicating beverages illegally upon or from the Leased Property, or permit such;
- e. Tenant shall not place upon the interior or exterior of the Site, or any window or any part thereof, or door of the Leased Property, any placard, sign, lettering, window covering, or drapes, except such and in such place and manner as shall have been first approved in writing by Landlord or as required by applicable law. Tenant shall use Site standard signage on its suite entry door;
- f. Tenant shall not do or suffer anything, or keep any substance on the Leased Property, which will operate to increase the fire hazard or to cause the insurance rates of the Site to be increased;
- g. Tenant shall not abuse walls, ceilings, partitions, floors, wood, stone and brick, and iron work; nor use plumbing and electrical wiring for any purpose other than that for which constructed or as provided in the DAS Agreement;
- h. Tenant shall not create, maintain, or permit a nuisance in the Leased Property; nor perform any acts nor carry on any practices that may injure the Leased Property;
- i. Tenant shall store all trash and garbage within the Leased Property, or within containers provided for regular city pickup. If the amount of trash and garbage is too excessive for regular city pickup, Tenant will arrange for pickup and cartage of all excess trash and

garbage at Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the Leased Property provided, however, that Landlord may in its sole discretion permit the burning of trash on the Leased Property or incinerators to be furnished by Tenant and approved by Landlord;

- j. Tenant shall be solely responsible for any damage to any other property of Landlord resulting from use of the Leased Property or any act done thereon by Tenant or any person coming or being thereon with the permission, expressed or implied, of Tenant; and
- k. Tenant shall not permit: (i) any release of any hazardous substance from the Leased Property; (ii) any unlawful, harmful or improper discharge from the Leased Property into the surrounding atmosphere or into the sewers, drains and waterways on or adjacent to the Leased Property, or the groundwater thereunder; (iii) any harmful or improper disposal of liquid or solid waste (hazardous or otherwise) generated on, stored at or transported from the Leased Property. As used in this Section, the terms "hazardous substance," "release" and "removal" shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of 42 U.S.C. § 9601 and in I.C. 13-7-8.7-1: provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste" (as defined in paragraph (5) of 42 U.S.C. § 6903) and "petroleum" (as defined in paragraph (8) of 42 U.S.C. § 6991).

5. [Reserved.]

6. COMMON AREAS. To the extent applicable, Tenant shall have the non-exclusive right, in common with all other tenants in the Site and subject to any rules and regulations adopted from time to time by Landlord concerning the Site, to use the areas in and around the Site designated by Landlord from time to time as common areas, including, but not limited to, toilet facilities, hallways, stairs, and elevators (the "**Site Common Areas**"). Landlord shall operate, maintain, and insure the Site Common Areas for their intended purposes in such a manner as Landlord shall determine to be necessary or appropriate, including, without limitation that Landlord at any time may close or change any part of the Site Common Areas as it determines to be necessary or appropriate.

7. LANDLORD'S WORK. Landlord may construct and complete certain initial improvements to the Leased Property (the "**Landlord's Work**") to the extent required to substantially comply with plans and specifications attached to this Lease as EXHIBIT C (the "**Plan of Work**"), and made a part hereof by this reference upon execution by parties. Such construction shall be performed in a good and workmanlike manner using quality materials. Landlord must obtain prior written consent from Tenant prior to making any subsequent changes to the portion of Landlord's Work pertaining to the Leased Property. Landlord reserves the right to make changes, reductions, and additions without restriction in other areas of the Site (including all Site Common Areas but excluding the Leased Property), whether the changes are requested by other tenants, other Site owners, or deemed desirable by Landlord. The certification of Landlord's architect that Landlord's Work is substantially complete and in accordance with the plans and specifications shall be conclusive and binding upon the parties.

8. TENANT'S WORK. Tenant agrees to accept the Leased Property in its present "AS IS" condition. Further alterations of the Leased Property will be at Tenant's sole expense (unless otherwise stated in this Lease) and deemed to be "**Tenant's Work**." Tenant and Landlord shall approve and attach an EXHIBIT C (the "**Plan of Work**") to this Lease that shall include any drawings, statements of items being provided by Tenant and Landlord in the Leased Property, and any other necessary items that are needed to clarify Tenant and Landlord responsibilities for the condition of the Leased Property at the Commencement Date. Both Tenant and Landlord shall approve the Plan of Work as soon as possible following the execution of this Lease. Both Tenant and Landlord must approve any changes to the Plan of Work, in writing, prior to proceeding with the changes. Approval of plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency or conformity with applicable laws, and Tenant shall be solely responsible for such plans and specifications and for all of Tenant's Work. Tenant shall not commence any of Tenant's Work until Landlord has approved EXHIBIT C. Once executed by the parties, the Plan of Work shall be made a part of this Agreement by reference.

Tenant's taking possession of the Leased Property shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that Landlord has made no representations as to conformance with applicable laws respecting the condition of the Leased Property or the presence or absence of Hazardous Materials (hereinafter defined) in, at, under or abutting the Leased Property or the environment. Tenant also agrees that no representations respecting the condition of the Leased Property, no warranties or guarantees, expressed or implied, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to workmanship or any defects in material, and, other than as set forth in the Plan of Work, no promise to decorate, alter, repair or improve the Leased Property either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein.

The term "**Hazardous Materials**" for purposes hereof shall mean any chemical, substance, material, or waste, or component thereof, whether in a solid, liquid or gaseous state, which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, material, pollutant or waste, or component thereof, by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS"), including, without limitation, (a) the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), 42 U.S.C. § 6901 et seq; (b) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq; (c) Federal Water Pollution Control Act/Clean Water Act, as amended ("FWPA"), 33 U.S.C. § 1251 et seq.; (d) Clean Air Act, as amended ("CAA"), 42 U.S.C. § 7901 et seq; (e) Toxic Substances Control Act, as amended ("TSCA"), 15 U.S.C. § 2601 et seq; (f) the Federal Hazardous Materials Transportation Act, as amended ("FHMTA"), 49 U.S.C. §§ 1801 et seq; (g) Safe Drinking Water Act, as amended ("SDWA"), 42 U.S.C. § 300, et seq; (h) Refuse Act of 1999, as amended (the "RA"), 33 U.S.C. § 407 et seq; (i) National Environmental Policy Act, as amended ("NEPA"), 42 U.S.C. § 4321 et seq; (j) Solid Waste Disposal Act, as amended ("SWDA"), 42 U.S.C. § 6901 et seq; (k) Federal Insecticide, Fungicide and Rodenticide Act, as amended ("FIFRA"), 7 U.S.C. § 136 et seq.; (l) Marine Protection, Research and Sanctuaries Act, as amended ("MPRSA") 33 U.S.C. § 1401 et seq.; (m) Noise Control Act, as amended ("NCA"), 42 U.S.C. § 4901 et seq.; (n) Occupational Safety and Health Act, as amended ("OSHA"), 29 U.S.C. § 651 et seq.; (o) Atomic Energy Act, as amended ("AEA"), 42 U.S.C. § 2011 et seq.; (p) Nuclear Waste Policy Act of 1982, as amended ("NWPA"), 42 U.S.C. § 10101 et seq.; (r) Hazardous Transportation Act (49 U.S.C. § 1802 et seq.) ("HTA"); (s) Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"); and/or (t) applicable state and local statutes where they are located, all as amended from time to time, and regulations promulgated thereunder (the RCRA, CERCLA, FWPA, CAA, TSCA, FHMTA, SDWA, RA, NEPA, SWDA, FIFRA, MPRSA, NCA, OSHA, AEA, NWPA, HTA, EPCRA are, and any other applicable federal, state or local law either now or in the future in existence collectively, the "Environmental Law").

9. **INSTALLATIONS.** Tenant shall at Tenant's expense furnish and install all fixtures, equipment and furnishings, and all electric wiring and fixtures needed in addition to those now installed in the Leased Property. Any fixtures or other equipment furnished by Tenant which can be seen from the outside of the Leased Property shall be of such type and quality and so located as to present a slight appearance from the outside and shall require the prior written approval of Landlord. Tenant shall, at Tenant's expense, furnish and install any equipment or furnishings, within the Leased Property, necessary to maintain compliance with fire and safety codes or the Americans with Disabilities Act Accessibility Guidelines for Sites and Facilities.

10. **RIGHT TO MAKE IMPROVEMENTS.** No material improvements, alterations, or additions to the Leased Property, other than as set forth in the Plan of Work, shall be made by Tenant without the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements, alterations, or additions to the Leased Property desired by Tenant and approved by Landlord, shall be made at the sole expense of Tenant, in a good and workmanlike manner. Tenant shall not suffer nor permit any mechanic's liens to be filed against the fee of the Leased Property not against Tenant's leasehold interest in the Leased Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. If any such mechanic's liens shall at any time be filed against the Leased Property or against Tenant's leasehold interest, Tenant shall, within forty-five (45) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. Nothing in this Lease contained shall be deemed or

construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or furnishing of any materials for any specific improvement, addition, alteration or repair of or to the Leased Property or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the Leased Property. Tenant agrees to protect, indemnify, defend and hold harmless Landlord on account of any injury or death to third persons or property by reason of such alterations, changes, improvements or additions, and to protect, indemnify, defend and hold harmless Landlord from the payment of any and all claims of any kind or character on account of bills for labor or materials in connection therewith except to the extent caused by Landlord's negligence or willful misconduct. Further, Tenant agrees that it will not suffer, permit, or create any other liens or encumbrances against the Leased Property during the Lease Term without the written consent of Landlord being first obtained.

11. OWNERSHIP OF IMPROVEMENTS. All alterations, changes, improvements and additions installed on the Leased Property including but not limited to plumbing, wiring and lighting fixtures, water use improvements, heating and air conditioning, ventilating and exhaust systems, extensions, fume hoods, wet labs, and all other improvements of any nature other than unattached and movable trade fixtures of Tenant, shall, upon termination of this Lease, become the property of Landlord, without payment therefor, free and clear of any claims of Tenant with the exception of those which can be removed by Tenant without damage to the Leased Property (including Tenant's and wireless service providers' equipment), or with the understanding between Landlord and Tenant that Tenant will repair at Tenant's sole cost and expense, any damage resulting from such removal, and in a fashion acceptable to Landlord.

12. MAINTENANCE AND REPAIRS. Landlord agrees to keep the exterior of the Site, including the roof, exterior wall, gutters, downspouts, the supply pipes for water leading to the Leased Property, and the drainage pipes leading therefrom in good structural repair, except that Landlord shall not be required to pay for any such repairs or replacements which become necessary by reason of the negligence of Tenant, its agents, servants or employees. Tenant agrees to maintain the interior of the Leased Property and any alterations, changes, improvements and additions, and all equipment thereof and therein, including, but not limited to, maintenance of all windows and doors, at all times in good and sufficient repair, order and condition, and to pay all costs and expenses thereof, both ordinary and extraordinary, and all such materials, repairs and workmanship shall be equal, in Landlord's opinion, in class and quality to that originally placed in the Leased Property provided, however, that it shall not be required to perform any maintenance, repairs or replacements necessitated by the negligence of Landlord, its servants, agents or employees, by structural defect in the Site, or by fire or other casualty.

13. SERVICES AND UTILITIES.

Electric utilities shall be included in and a part of the Rent; except in the event that Tenant utilizes more utilities than would be required for a normal office setting, Landlord reserves the right to charge Tenant an amount equal to the anticipated additional utility costs, or install metering devices and charge Tenant for the exact amount of utility costs used by Tenant. Notwithstanding the foregoing, Tenant may install an electricity meter or submeter at the Leased Property, in which event any electricity charges will be based upon meter readings therefrom and will be the responsibility of Tenant.

Access to the fiber line and other telecommunication services will be contingent upon Tenant paying associated fees.

Tenant understands, acknowledges and agrees that: (a) any one or more of the utilities may be interrupted by accident, emergency, or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations, or improvements can be made; (b) Landlord does not represent or warrant the uninterrupted availability of such utilities; (c) any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy, and use of the Leased Property or any part thereof, or render Landlord liable to Tenant for damages by abatement of Rent or otherwise, or relieve Tenant from the obligation to perform its covenants under this Lease; and (d) Landlord shall not be liable to Tenant for any injury, loss or damage occasioned by the bursting, stoppage or leaking of water, gas, sewer, or other pipes. Landlord shall have no liability to Tenant (including without limitation liability for consequential damages or

loss of business income or opportunity) arising out of, resulting from, or related to any such interruption of services provided herein.

14. PARKING AREA. Tenant for itself, its employees, customers and invitees, shall have the non-exclusive right during the Lease Term and all renewals thereof, to use the parking area, adjacent to the Site, in common with Landlord and Landlord's other tenants, their employees, customers, and invitees. Said parking area shall be for the joint use of Landlord and for the use of the customers, employees, visitors, and invitees of said tenants for driveway, walking, or parking purposes. If an employee parking area is established, Tenant shall require Tenant's employees to park therein. Tenant shall not at any time materially interfere with the right of Landlord and Landlord's other tenants, their employees, customers and invitees, to use any part of said parking area.

15. TAXES. Landlord agrees to pay all State, County, and Municipal property taxes and assessments, notice of which is provided by Landlord, prior to delinquency, levied against the land covered by this Lease and all improvements thereon. Tenant agrees to pay all required taxes on personal property maintained by Tenant in or upon the Leased Property during the term of the Lease.

16. INSURANCE. Landlord shall carry, at Landlord's expense, first party commercial property insurance on the Leased Property. Tenant is solely responsible for carrying adequate insurance on all Tenant's personal property and that of its sublessees including, but not limited to, equipment, furniture, scientific devices, supplies, personal items, or other items installed and belonging to Tenant or any of its sublessees and located within the Leased Property.

17. DAMAGE TO OR DESTRUCTION OF SITE. Tenant covenants and agrees that in the case of damage to, or destruction of, any improvements located on or constituted a part of the Leased Property, Tenant may, at its option and its sole cost and expense, repair, or replace the same as nearly as possible to their condition immediately prior to such damage or destruction, to the extent necessary to restore the value and utility of such improvements. Tenant's obligation to make payment of the Rent and all other charges on the part of Tenant to be paid, and to perform all other covenants or agreements on the part of Tenant to be performed, shall not be affected by any such damage or destruction, regardless of the cause thereof.

18. DUTY TO INDEMNIFY FROM THIRD-PARTY CLAIMS.

- a. Tenant agrees to indemnify, defend, and hold harmless Landlord against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of any person or persons, firm or firms, corporation or corporations for damages, either to person or property, resulting from Tenant's use of the Leased Property. Tenant further agrees to indemnify, defend, and hold harmless Landlord against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of Tenant or any person on the Leased Property, whether by invitation or license expressed or implied, for any damage, either to person or property, sustained (i) by reason of the condition of the Leased Property, (ii) due to the act or neglect of any employee of Tenant, or (iii) due the act of any occupant of the Leased Property or other persons in the Leased Property. In no event shall Tenant be liable for consequential damages or loss of business income or opportunity hereunder.
- b. Landlord agrees to indemnify, defend, and hold harmless Tenant against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of any person or persons, firm or firms, corporation or corporations for damages, either to person or property, resulting from Landlord's use of the Site or Landlord's property, excluding the Leased Property (collective, "**Landlord's Property**"). Landlord further agrees to indemnify, defend, and hold harmless Tenant against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of Landlord or any person on Landlord's Property, whether by invitation or license expressed or implied, for any damage, either to person or property, sustained (i) by reason of the condition of Landlord's Property, (ii) due to the act or neglect of any employee of Landlord, or (iii) due to the act of any occupant of Landlord's Property or

other persons in Landlord's Property. In no event shall Landlord be liable for consequential damages or loss of business income or opportunity hereunder.

19. EVENTS ON DEFAULT. Any of the following shall be an Event of Default under this Lease:

- a. Tenant's failure to pay any installment of Rent or any other payment due hereunder within ten (10) days after it becomes due;
- b. Tenant's failure to perform or observe any other covenant, term, or condition of this Lease to be performed or observed by Tenant, if the failure continues for thirty (30) days after written notice thereof is given to Tenant; provided, however, that if cure cannot be reasonably effected within such thirty (30) day period, Tenant shall have such additional time as is necessary to effect such cure, so long as Tenant commences its efforts to cure within such thirty (30) day period and pursues such cure diligently to completion; or
- c. Abandonment of the Leased Property.

The failure of Landlord to exercise any of its rights or remedies under this Lease upon any default by Tenant shall not be deemed a waiver of any such default nor of any of the provisions of this Lease and shall not preclude Landlord from the exercise of any such rights and remedies upon any subsequent date whether for a previous or subsequent default.

20. LANDLORD'S REMEDIES. Upon the occurrence of any Event of Default, Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law, terminate this Lease at any time upon the date specified in a written notice to Tenant. Termination of the DAS Agreement shall automatically terminate this Lease. In addition, termination or expiration of this Lease shall provide with Tenant with the right to terminate the DAS Agreement without further liability, upon at least thirty days' written notice to Landlord provided to the address set forth in the DAS Agreement.

21. RELOCATION OF TENANT. Landlord shall have the right upon at least one hundred eighty (180) days' prior written notice to Tenant to relocate Tenant and to substitute for the Leased Property other space acceptable to Tenant in the Site or in another site owned by Landlord in the vicinity, containing at least as much rentable area as the Leased Property. Such substituted space shall be improved by Landlord, at its expense, with improvements at least equal in quantity and quality to those in the Leased Property. Landlord shall reimburse Tenant for all reasonable expenses incurred by Tenant and the wireless service providers utilizing the Leased Property in connection with such relocation. In no event shall Landlord be liable to Tenant for any consequential damages as a result of any such relocation, including, but not limited to, loss of business income or opportunity.

22. ACCESS TO LEASED PROPERTY. Landlord may, at reasonable times, and after providing reasonable notice to Tenant, enter the Leased Property for the following: to inspect the Leased Property; to make repairs; to show the Leased Property to others during the last two months of the Initial Term or any Extension Period (provided Tenant has not requested an additional Extension Period); and to affix to and maintain in any suitable part of the Leased Property, during the last two months of the Initial Term or any Extension Period (provided Tenant has not requested an additional Extension Period), a notice for letting the Leased Property, which Tenant shall permit to be affixed without hindrance or molestation.

23. HOLDOVER. If Tenant shall occupy the Leased Property after the expiration of this Lease, having obtained the prior written consent of Landlord and having paid rent at the rate of the Rent for the Lease Term at expiration, such occupancy and payment shall be construed as an extension of this Lease with the Extension Period being on a month-to-month term on the terms and conditions of this Lease, unless and until either party gives the other thirty (30) days' prior written notice of the termination of this Lease, or the parties enter into an amendment of this Lease or a new lease.

24. VACATION OF THE LEASED PROPERTY. Tenant covenants and agrees to pay the Rent at the times and in the manner aforesaid, and at the termination of this Lease shall peacefully yield up to Landlord the Leased Property in as good order and repair as when delivered to Tenant, damage by fire, casualty, war or

insurrection, riot or public disorder, or act upon the part of any governmental authority, ordinary wear and tear, and damage by the elements excepted.

25. LIGHT AND AIR. It is agreed that this Lease does not grant a continuance of light and air over any property adjoining the Leased Property.

26. EMINENT DOMAIN. In the event the whole of the Site, or twenty-five percent (25%) or more of the Leased Property shall be appropriated under the power of eminent domain by any public or quasi-public authority, then Landlord shall provide a substitute location suitable to Tenant, in which event the provisions of Section 21 shall apply.

27. ASSIGNMENT. This Lease may not be assigned by either party without the prior written consent of the other party; such consent shall not be unreasonably withheld. Notwithstanding the foregoing, (i) Tenant may sublease part of the Leased Property to wireless service providers as set forth in Section 4 hereof and (ii) either party may assign all or part of this Agreement to an affiliate thereof upon notice to the other party.

28. NOTICES. All notices and demands which may be or are required to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by overnight courier or United States mail, first class postage prepaid, addressed to Landlord or Tenant at the following addresses or to such other person or to such other place as either party may from time to time designate in writing to the other.

Landlord:

Tenant:

Crown Castle Solutions Corp.
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317
(866) 482-8890

With a copy which shall not constitute notice to:

[Address]

Contract Administrator
Crown Castle Solutions Corp.
695 River Oaks Parkway
San Jose, CA 95134

29. GOVERNING LAW. This Lease is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

30. WAIVER. No waiver by either party or their successors or assigns of any breach of the covenants herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

31. EXPRESS AGREEMENT. It is expressly agreed that neither party has made any statement, promise, or agreement or taken upon itself any obligation whatsoever, verbally, or otherwise, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and no obligation on the part of either party hereto shall be implied in addition to the obligations herein expressed. The caption headings in this Lease are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Lease.

32. MODIFICATION OR AMENDMENT. This Lease may not be modified or amended except by written agreement signed by the parties hereto.

33. ATTORNEYS FEES. In any action or suit brought by either party to enforce its rights hereunder, the prevailing party in such action or suit shall be entitled to recover its reasonable attorneys' fees and costs in addition to all other relief to which it may be entitled.

34. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original copy of this Lease, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

35. CONCLUSION. Landlord covenants that Tenant on paying the Rent and performing the covenants herein contained shall and may peacefully and quietly have, hold and enjoy the Leased Property for the Lease Term. The covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, distributees, devisees, legal, and personal representatives, assigns, grantees, and successors in interest.

36. EASEMENTS. Landlord grants the following easements and rights-of-way over, under and upon Landlord's property to Tenant, Tenant's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Landlord's Property and the Site as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon the Leased Property; (ii) an easement over such portion of Landlord's Property as is reasonably necessary to obtain or comply with any approvals; (iii) a thirty foot (30') wide easement in the location shown in EXHIBIT A, for construction, use, maintenance and repair of an access road for ingress and egress for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Property; and (iv) a utility easement (the "Utility Easement") in the location shown in EXHIBIT A for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, (the easements described in subsections (i) – (iv) being referred to collectively, as the "Easements"), TO HAVE AND TO HOLD the Easements for the purposes provided herein during the Lease Term. In the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in EXHIBIT A at the sole option of Tenant Landlord shall grant an alternate easement either to Tenant or directly to the public utility at no cost and in a location acceptable to Tenant and the public utility.

37. RECORDING. Tenant shall have the right, at its expense, to record a memorandum of this Lease with the appropriate recording office. Landlord will execute and deliver such memorandum for not additional consideration upon Tenant's request.

38. COVENANT OF TITLE. Landlord covenants that it holds good and marketable fee simple title to the Site and the Leased Property and has full power and authority to enter into and execute this Lease. Landlord further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Tenant.

39. AMENDMENT OF DAS AGREEMENT. Section 20 of the DAS Agreement is hereby amended to insert the following as the first sentence thereof: "Termination or expiration of the South Campus Telecommunications Hub Building Property Agreement between the parties shall provide Licensee with the right to terminate this Agreement without further liability, upon at least thirty days written notice to Purdue." In accordance with Section 21 of the DAS Agreement, this Lease shall be deemed to be an agreement in writing executed by the parties thereto and will be sufficient to operate as an amendment to the DAS Agreement.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:

TENANT:

THE TRUSTEES OF PURDUE UNIVERSITY

CROWN CASTLE SOLUTIONS CORP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
LEASED PROPERTY**

(See attached maps.)

**Land Lease Description
for the proposed Purdue University Satellite Farm Telecommunications Hub Building:**

A part of the southwest quarter of Section 19, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, described as follows:

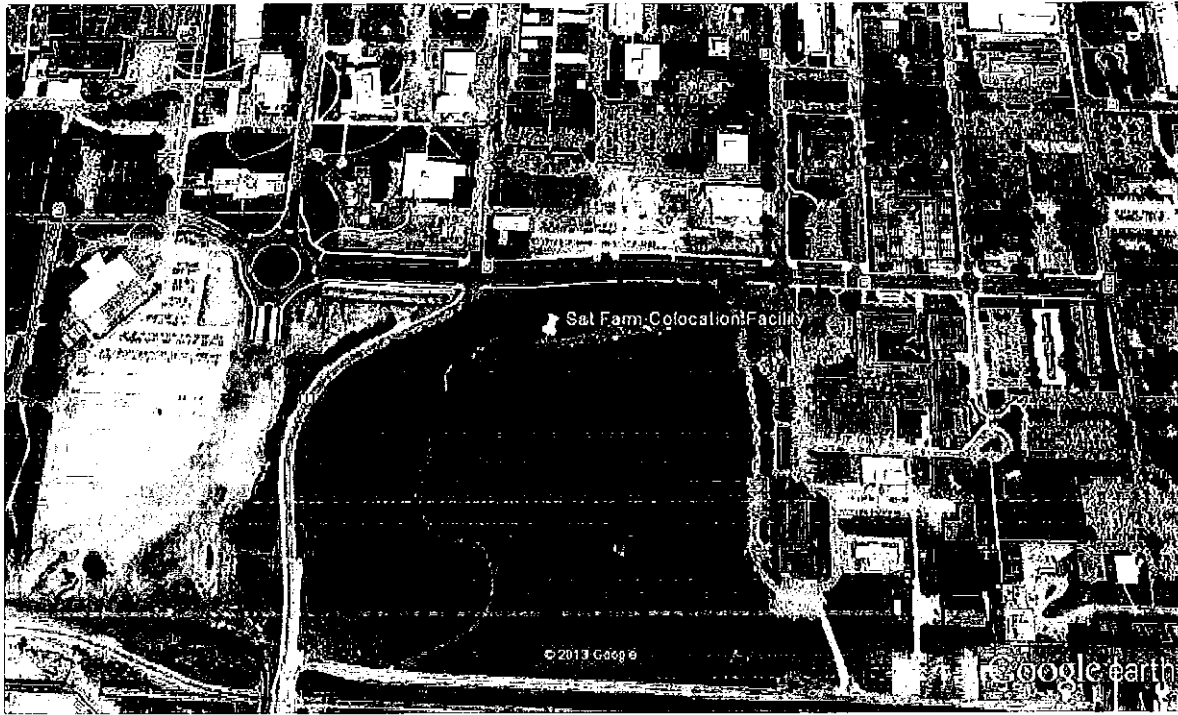
Commencing at the southeast corner of the southwest quarter of said Section 19-23-4; thence north along the east line of said quarter section approximately 1,100 feet; thence west approximately 1,000 feet to a point located 5 feet south and 10 feet east of the southeast corner of the proposed Purdue University Satellite Farm Telecommunications Hub Building, said point being the point of beginning of the herein described tract; thence westerly parallel with the south side of said building 95 feet to a point located 5 feet south and 5 feet west of the southwest corner of said building; thence northerly parallel with the west side of said building 38 feet to a point located 5 feet west and 5 feet north of the northwest corner of said building; thence easterly parallel with the north side of said building 95 feet to a point located 5 feet north and 10 feet east of the northeast corner of said building; thence southerly parallel with the east side of said building to the point of beginning, containing 0.08 acre.

Subject to all easements, restrictions, and rights-of-way of record.

Note: The above description was prepared without the benefit of a survey, and is to be used for lease purposes only.

Prepared by Lee Bender, Land Surveyor, Purdue University, Department of Physical and Capital Planning, August 8, 2013

Aerial View of Satellite Farm Collocation Facility



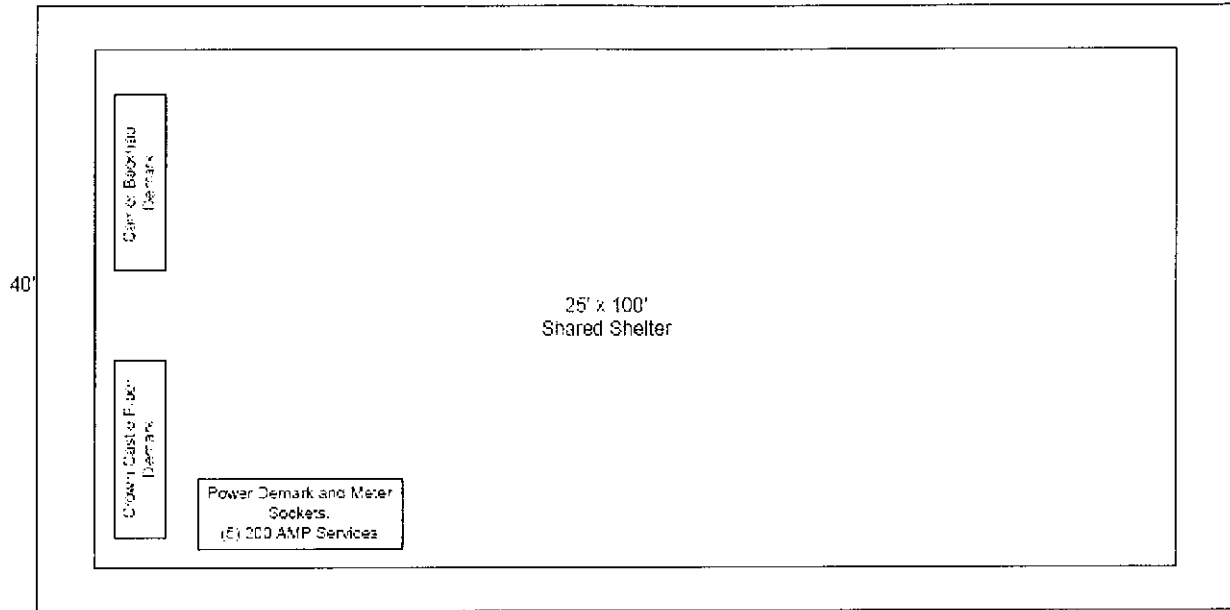
Google Earth Pro

feet
meters



Purdue University Satellite Farm Colo Layout
(Preliminary)

:25'



Hub Location Picture

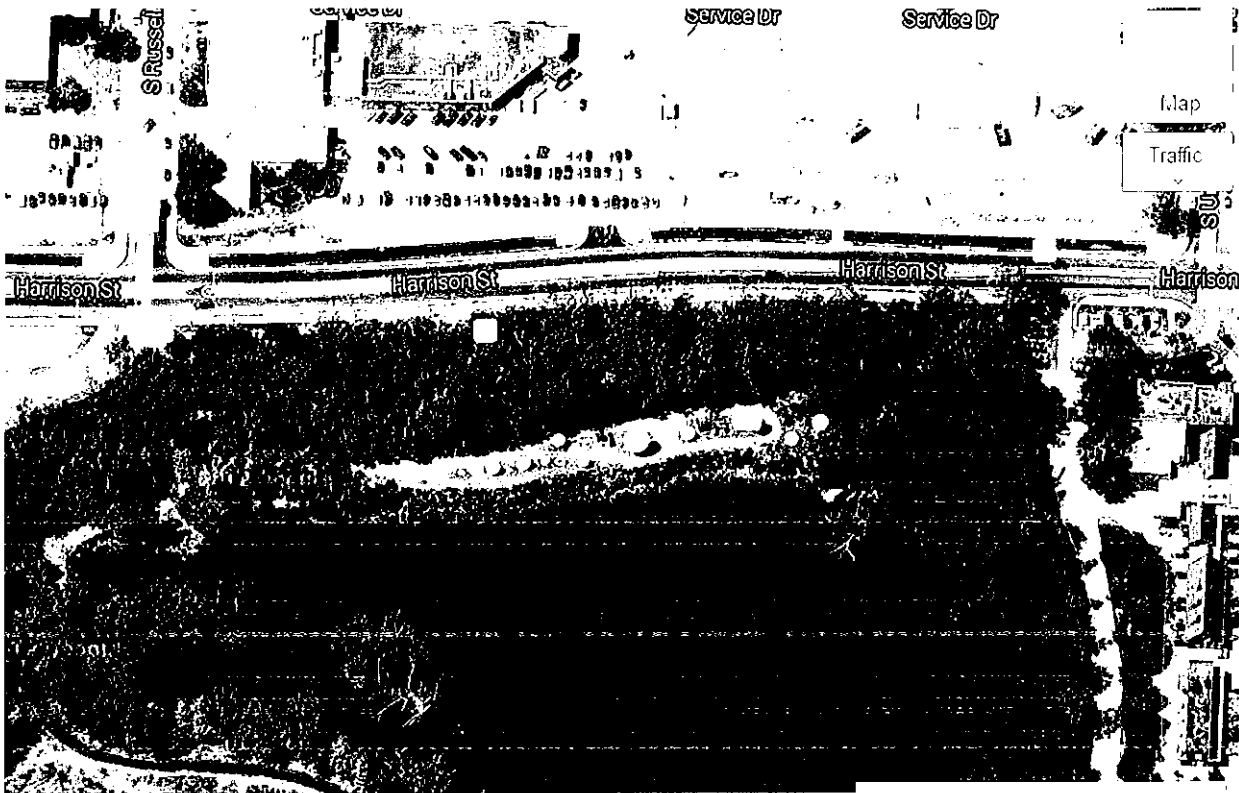


EXHIBIT B
SOUTH CAMPUS SATELLITE FARM
3000 KENT AVENUE
WEST LAFAYETTE, INDIANA

EXTENSION OF LEASE

THIS EXTENSION OF LEASE is made this ____ day of _____, 20__ by and between THE TRUSTEES OF PURDUE UNIVERSITY (“**Landlord**”), an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246), and CROWN CASTLE SOLUTIONS CORP. (the “**Tenant**”). Landlord and Tenant have previously entered into a lease (the “**Lease**”) dated _____, _____, for space at the Purdue Technology Center [insert location], located at _____.

In consideration of mutual benefits to be derived by the parties, it is agreed that the Lease Term provided under the Lease is hereby extended for a period of _____ (____) months, commencing _____, 20__, and expiring _____, ____ (the “**Extension Period**”). All other terms and conditions of the Lease shall be applicable to such Extension Period(s), except as follows:

1. The Monthly Rent Installment shall be _____ (\$__ x _____ square feet / 12 months) and shall remain in effect during the Extension Period unless otherwise altered under the provisions of Section 3 of the Lease.

2. The Rent shall be _____ (\$__ x _____ months) and shall remain in effect during the Extension Period unless otherwise altered under the provisions of Section 3 of the Lease.

It is further agreed that all other terms and conditions of the Lease are hereby affirmed and shall remain in full force and effect during the Extension Period.

WITNESS the signatures and seals of the above parties as of the day and year first above written.

LANDLORD:

TENANT:

THE TRUSTEES OF PURDUE UNIVERSITY

CROWN CASTLE SOLUTIONS CORP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C
PLAN OF WORK

Leased Property is accepted in "as is" condition.

OR

(See attached.)

On this _____ day of _____, _____, the attached plan is hereby approved by the undersigned and incorporated into this Lease by this reference:

LANDLORD:

THE TRUSTEES OF PURDUE UNIVERSITY
a body corporate and politic created and existing
under the laws of the State of Indiana

By: _____

Name: _____

Title: _____

TENANT:

CROWN CASTLE SOLUTIONS CORP.

By: _____

Name: _____

Title: _____

