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RCYC Foghorn Cleghorn

OPTION AND LEASE AGREEMENT

This Agreement made this day of 200 between John B. Skulborstad, a single person, with a mailing address of 4600 Jackson Boulevard, Rapid City, South Dakota 57702, Social Security the hereinafter designated "LESSOR" and Cellular Inc. Network Corporation d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey, 07920, hereinafter designated "LESSEE". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 4600 Jackson Boulevard in the City of Rapid City, County of Pennington, State of South Dakota, and legally described on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 3,500 square feet, and as substantially shown on Exhibit "A".

NOW THEREFORE, in consideration of the sum of the sum of the sum of the hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, which LESSEE will provide within thirty (30) days after full execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time within 12 months of the date on which this Agreement is fully executed. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one additional period of 12 months, with an additional payment by LESSEE to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this

RCYC Foghers Cleghors Option and Lesse Agreement 931619v4 Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option and Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option and Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") containing approximately 3,500 square feet as shown on Exhibit "A", together with the non-exclusive right for ingress and egress; seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Jackson Boulevard (also known as Highway 44), to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and RCYC Togham Coption and Losse Agreement 93161994

made a part hereof, and shall control in the event-of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

- 3. TERM. This Agreement shall be for an initial term of five (5) years, and beginning on the first day of the month following the date the option is exercised (the "Commencement Date") by LESSEE at an annual rental of to be paid in equal monthly installments on the first (1") day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin the first day of the month following the exercise of the option, at which time rental payments and term will begin.
- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to the second (2nd) five (5) year extension term shall be increased to the third (3rd) five (5) year extension term shall be increased to and the fourth (4th) five (5) year extension shall be increased to
- 6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term rental payable with respect to the immediately preceding five (5) year term.
- 7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood

and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory or the LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

- 8. <u>INDEMNIFICATION</u>. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents:
- 9. INSURANCE. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance-policy. All policies of insurance covering property damage obtained by either Party concerning the Property shall waive the insurer's right of subrogation against the other Party.
- 10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

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- 11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rate basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
- 13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger percel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.
- 14. <u>RIGHTS UPON SALE</u>. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
- 15. <u>OUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.
- 16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above:

RCYC Forthorn Cleghorn Option and Lease Agreement 931619v4 reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods-provided in this Paragraph.

25. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.
- 26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the same, or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.
- 27. <u>CONDEMNATION</u>. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation

may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

- 28. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.
- 30. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement: They shall not affect or be utilized in the construction or interpretation of the Agreement:
- 32. MAINTENANCE OF FLAGPOLE. LESSEE's installation shall incorporate a tower designed for use as a flagpole, and LESSEE shall be responsible for the initial cost of the flagpole tower, flag and lighting for the flag, as well as the ongoing cost of power for such lighting. LESSOR shall monitor the flag and lighting thereof. LESSOR shall be responsible for maintenance, repair and replacement of the flag and notification of LESSEE of the need for lighting repair or maintenance including the need to replace light bulbs. LESSOR shall obtain all replacement flags, although LESSEE shall be responsible for all such maintenance work that may be required on the flagpole tower including replacing the flag, performing maintenance and repair of the lighting and installing replacement light bulbs.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LESSOR:

John B. Skulborstad

LESSEE:

Cellular Inc. Network Corporation J. d/b/a_Verizon. Wireless.

By: _______ Howard H. Bower

Its Midwest Area-Vice President --Network

Date: 11.15.06

Date: 7 13 107

Acknowledgments on following page

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ACKNOWLEDGMENTS

LESSOR ACKNOWLEDGMENT

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STATE OF SOUTH DAKOTA)) ss.
COUNTY OF PENNINGTON)
On this the 15 day of Noumber 200 & before me, the undersigned officer personally appeared John B. Skulborstad, a single person, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.
In witness whereof I hereunto set my hand and official seal.
CATHERINE DARY Co Signature of Notary State of South Dakota Title
My Commission Expires ACKNOWLEDGMENT March 13, 2012
STATE OF INDIANA)) ss. COUNTY OF HAMILTON)
On this day of day of 200, before me, the undersigned, a Notary Public in and for the State of Indiana, duly commissioned and sworn, personally appeared Howard H. Bower, to me known to be the Midwest Area Vice President - Network of Cellula Inc. Network Corporation d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellular Inc. Network Corporation d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oats stated that he is authorized to execute the said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
CYNTHIA NAVA Notary Public, State of Indiana Notary Public in and for the State of Indiana My Commission Expires July 30, 2014 Print or Type Name: Notary Public in and for the State of Indiana My appointment expires:

RCYC Foghern Cleghorn Option and Lease Agreement 931619v4

Exhibit "A"

Legal Description Page 1 of 2

Lot 1 of Vista Lake Subdivision #2 in the City of Rapid City, Pennington County, South Dakota, as shown on the Plat filed in Plat Book 33, Page 23.

RCYC Foghorn Cleghorn Option and Lease Agreement-931619v4

- 17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.
- 18. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.
- 19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.
- 20. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: John/B. Skulborstad.

4600 Jackson Blvd.

Rapid City, South Dakota 57702-

LESSEE:

Cellular Inc. Network Corporation 1
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 21. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.
- At LESSOR's option, this-22. SUBORDINATION AND NON-DISTURBANCE. Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
- 23. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of Option and Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option and Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments:
- 24. <u>DEFAULT</u>. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it

Exhibit "A"

Page 2 of 2 Sketch of Property

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