

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between the City of Gahanna, an Ohio municipal corporation ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Premises. Lessor is the owner of certain real property located in the City of Gahanna, County of Franklin, State of Ohio, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). Lessor hereby leases to Lessee and Lessee leases from Lessor approximately _____ () square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.
- Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease as defined in paragraph 9.
- Term. The term of this Lease shall be ten (10) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or eighteen (18) months after the Effective Date, whichever first occurs ("Commencement Date") and terminating ten (10) years from the Commencement Date (the "Term") unless otherwise provided in paragraph 4.
- Renewal Terms. Lessee shall have the right to extend this Lease for four (4) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Section 5. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.
- Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand Six Hundred DOLLARS (\$1,600) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 19 below. Rent shall be increased on the commencement of the first anniversary of the Commencement Date by two and one half percent (2.5%) over the Rent payable during the immediately preceding year and shall

escalate by two and one half percent (2.5%) on each annual anniversary thereafter. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee. At the option of the Lessor, the Lessee may be required to prepay the initial ten (10) year term including the two and one half percent escalation each year.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of One Thousand DOLLARS (\$1,000).

6. Revenue Share. In the event Lessee sublets or licenses space on the Communication Facility to more than one third party wireless provider (“**Collocator**”), Lessee shall remit Thirty percent (30%) of the rent or license fees collected by Lessee from each Collocator (the “**Collocator Rent**”) to Lessor (the “**Lessor Revenue Share**”). The Collocator Rent shall be negotiated by and between Lessee and Collocator, on terms acceptable to Lessee, in Lessee’s sole discretion. In calculating the amount of the Lessor Revenue Share payment, the Collocator Rent shall not include (i) any payment received by Lessee under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Lessee, (ii) any other payment other than regular recurring rent or license fees or (iii) any rent or license fee collected by Lessee from the first subtenant or licensee (“Anchor Tenant”). Lessee’s obligation to pay the Lessor Revenue Share payment to Lessor shall expire or abate, as applicable, at such time when Collocator does not pay the Collocator Rent to Lessee, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent with the Lessor Revenue Share being prorated for any partial periods. At no time shall Lessee shall be required to pay the Lessor the Revenue Share payment for the Anchor Tenant. In the event the Anchor Tenant abandons the Premises, Lessee shall have the right to substitute the Anchor Tenant with a Collocator thereby reducing the rent. The Lessor or designee, upon request, will be provided Revenue Share Reports for the Communication Facility and notice of change to sublets or licenses space on the Communication Facility will be sent to the Lessor at Lessor’s address as specified in paragraph 19 below.

7. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee’s sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the “Improvements”). Lessor shall have the right to occupy a portion of space within the shared equipment shelter, owned by Lessee, for the placement of Lessor’s equipment in a location within the shelter as mutually agreed upon by both parties. The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor, after notification and a reasonable period to cure, grants permission to Lessee the right to clear trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor

as reasonably required for construction, installation, maintenance, and operation of the Improvements. The Lessee must abide by the local municipal ordinances, regulations and processes.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right. The Lessee must abide by the local municipal ordinances, regulations and processes.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably approved by Lessor during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public access exists or ceases to exist in the future, Lessor will work in good faith to grant an easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements.

8. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee.

9. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) After the tenth (10th) anniversary of the Commencement Date, by Lessee for any reason upon written notice from Lessee to Lessor.

10. Removal/Restoration. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of three-feet below grade. Notwithstanding the foregoing, Tenant will not be responsible for removal from the Premises or the Property any underground utilities. Notwithstanding the foregoing, the Lessor shall have the option to retain the Communication Facility structures.

11. Subleases. Lessee at its sole discretion shall have the right, without the consent of Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease. Lessee's licensee(s) and sublessee(s) shall follow all municipal ordinances, permit and process requirements.

12. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

13. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

14. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

15. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

16. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

17. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

18. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to: Director of Public Service

Name: _____
Address: _____
Attention: _____
Phone: _____
Email: _____

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: _____

20. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys' fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

21. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee, after reasonable notification to Lessor and time to cure, shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

22. Occurrence of Lessee Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessee in this Lease

("Default"), Lessor shall have the option to pursue any one or more of the following remedies: (a) Lessor, may, at its sole election, terminate the Lease; (b) Lessor, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessee shall pay to Lessor, upon demand, all costs expenses, and disbursements incurred by Lessor to cure the Default. Lessor, after reasonable notification to Lessee and time to cure, shall be permitted to offset said costs, expenses and disbursements incurred by Lessor; or (c) Lessor shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessee's default.

23. Assignment. Lessee may assign this Lease without the consent of Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties").

24. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

25. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

26. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents; or employees, in or about the Parent Parcel. The duties described herein survive termination of this Lease.

27. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance

agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

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

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, an agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's Intended Use of the Premises including but not limited to land use and zoning applications.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on the Premises.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

(m) This agreement is contingent upon the approval of the project as submitted to the City of Gahanna and the approval of Gahanna City Council.

(n) This agreement is contingent upon the Lessee and tenants agreeing that with regard to Parcels 025-004407 or 025-004402 not to pursue or build a Cellular Communications Facility.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR/LESSOR:

City of Gahanna, an Ohio municipal corporation

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

State of _____

County of _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

LESSEE/LESSEE:

TOWERCO 2013 LLC

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

State of _____

County of _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ who is the _____ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

DRAFT

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

DRAFT

Note: The Lessor and Lessee may agree to replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Prepared by:
return to:

Clerk: After recording

TowerCo
5000 Valleystone Drive
Cary, North Carolina 27519

(Recorder's Use Above this Line)

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Gahanna, an Ohio municipal corporation having a mailing address of _____ (hereinafter referred to as "**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Cary, North Carolina, 27519 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Ground Lease dated the ____ day of _____, 20____ (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located in _____, County of _____, State of _____, described in **Exhibit A** attached hereto (the "Land").
2. The Lease shall have an initial term of ten (10) years, with four (4) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for (i) any sale or transfers of the Land, and any (ii) grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

LESSOR:

City of Gahanna, an Ohio municipal corporation

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

State of _____

County of _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____.

Signature _____

NOTARY SEAL

My commission expires: _____

LESSEE:

TOWERCO 2013 LLC

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

State of _____

County of _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ who is the _____ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature _____

NOTARY SEAL

My commission expires: _____

EXHIBIT "A"

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

DRAFT

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

DRAFT

Note: The Lessor and Lessee may agree to replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

SITE DATA

PROJECT DESCRIPTION: THE INSTALLATION OF A 120'-0" TALL SILO TOWER AND A EQUIPMENT BUILDING

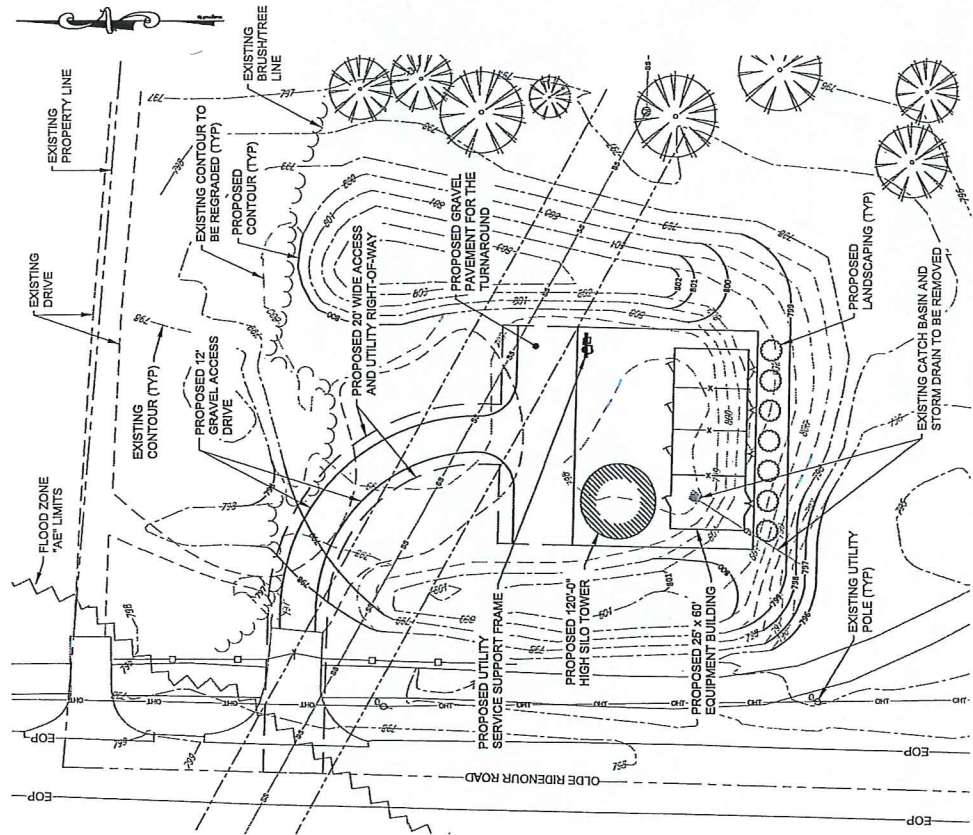
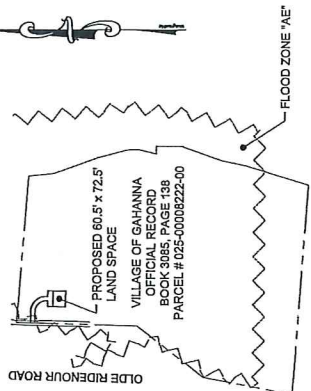
LOCATION: FRANKLIN COUNTY, CITY OF GAHANNA

SITE ADDRESS: 220 OLDE RIDENOUR ROAD
GAHANNA, OHIO 43220

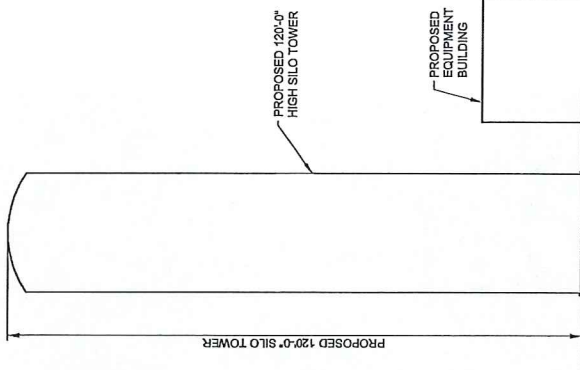
SITE COORDINATES: LATITUDE: 40° 01' 42.47"
LONGITUDE: 82° 52' 48.61"
ELEVATION: -77.99'

DRIVING DIRECTIONS: FROM LEWIS CENTER OFFICE, HEAD SOUTH ON US-23, MERGE ONTO I-270 E AND FOLLOW FOR 10.7 TO EXIT 35B TOWARD US-62 E/GAHANNA. CONTINUE ON US-62 E FOR 0.6 MILES, TURN LEFT ONTO OLDE RIDENOUR RD. THE SITE IS ON THE RIGHT IN 0.7 MILES.

LOCATION MAP



DETAILED SITE PLAN
NOT TO SCALE



TOWER ELEVATION
NOT TO SCALE

OVERALL SITE PLAN
NOT TO SCALE

SHEET TITLE
SITE DATA, PLANS
AND LOCATION
MAP AND TOWER
ELEVATION

SHEET NUMBER
Z-1

REV	DATE	DESCRIPTION	SCALE
DESIGNED BY: GSH	DATE: 10/03/2017	DRAWN BY: JBH	AS SHOWN



SITE NAME: McCUTCHEON (OH0376)
SITE NUMBER: CLMB-247
220 OLDE RIDENOUR ROAD
GAHANNA, OHIO 43230

BURGESS & NIPLÉ
Engineers ■ Architects ■ Planners
5085 REED ROAD
COLUMBUS, OH 43220
614-459-2050
FAX 614-451-1385



SITE DATA

PROJECT DESCRIPTION: THE INSTALLATION OF A 120'-0" TALL SILO TOWER AND A EQUIPMENT BUILDING

LOCATION: FRANKLIN COUNTY, CITY OF GAHANNA STATE OF OHIO

SITE ADDRESS: 220 OLDE RIDENOUR ROAD GAHANNA, OHIO 43230

SITE COORDINATES: LATITUDE: 40° 01' 42.35" LONGITUDE: 82° 52' 48.13" ELEVATION: +797.76 (NAVD 1988)

DRIVING DIRECTIONS: FROM LEWIS CENTER OFFICE, HEAD SOUTH ON US-23 FOR 5.1 MILES. AT EXIT 23A, TAKE THE RAMP FOR I-270 EAST. STAY ON I-270 FOR 11.9 MILES. AT EXIT 3B, TAKE THE RAMP FOR US-62 EAST TOWARDS GAHANNA. BEAR RIGHT ONTO US-62 FOR 1.2 MILES. TURN LEFT ONTO OLDE RIDENOUR ROAD FOR 0.4 MILES. THE SITE IS ON THE RIGHT SIDE OF THE ROAD.

LOCATION MAP



AERIAL SITE PLAN

BURGESS & NIPLÉ
Engineers ■ Architects ■ Planners
5085 REED ROAD
COLUMBUS, OH 43220
614-469-2050
FAX 614-451-1985

SITE NAME: McCUTCHEON (OH0376)
SITE NUMBER: CLMB-247
220 OLDE RIDENOUR ROAD
GAHANNA, OHIO 43230

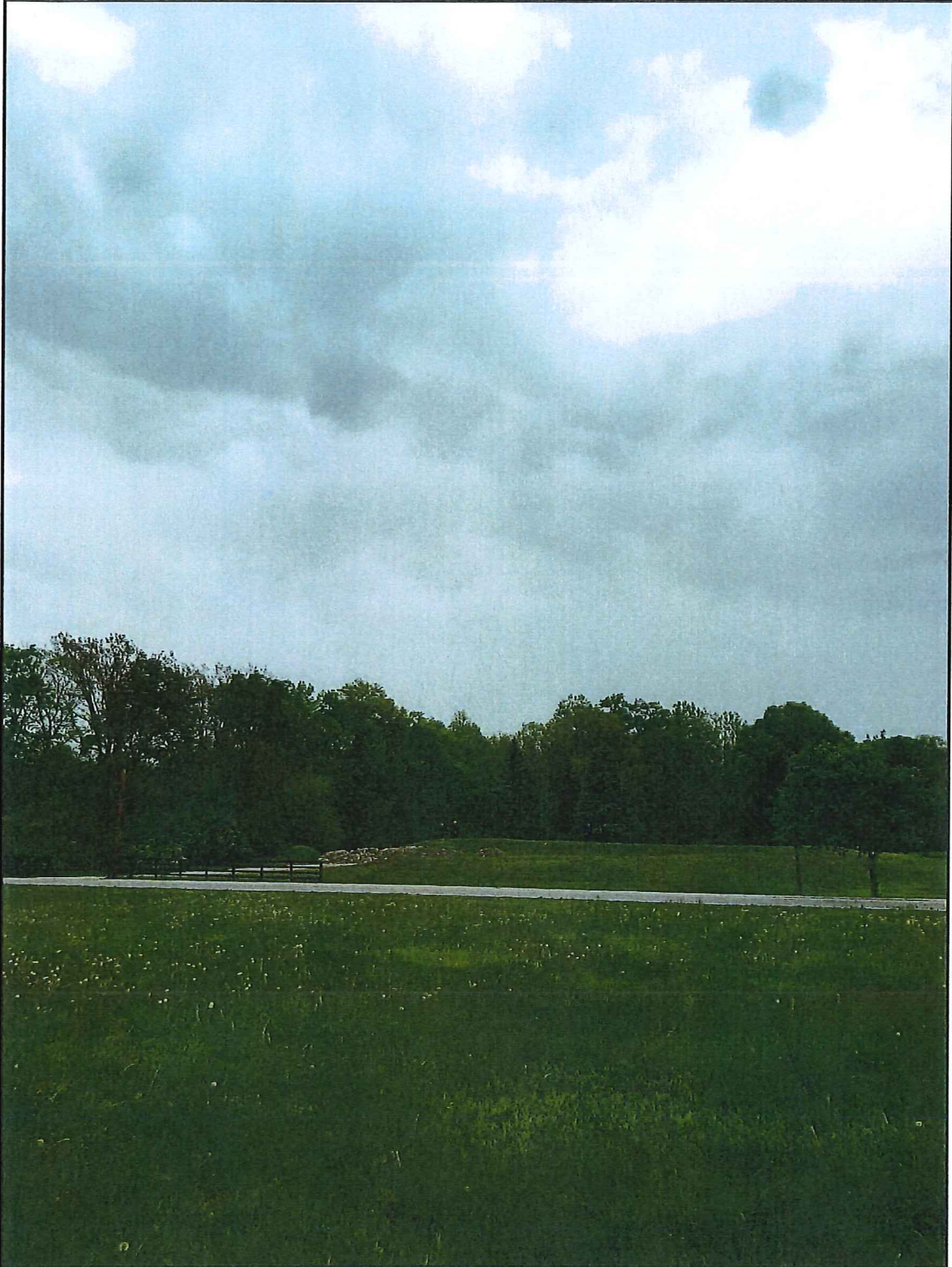


REV	DATE	DESIGNED BY:	DRAWN BY:	DESCRIPTION	DATE:	SCALE:
		GSH	GSH		07/11/2017	AS SHOWN

SEAL

SHEET TITLE
**SITE DATA,
LOCATION MAP
AND AERIAL
SITE PLAN**

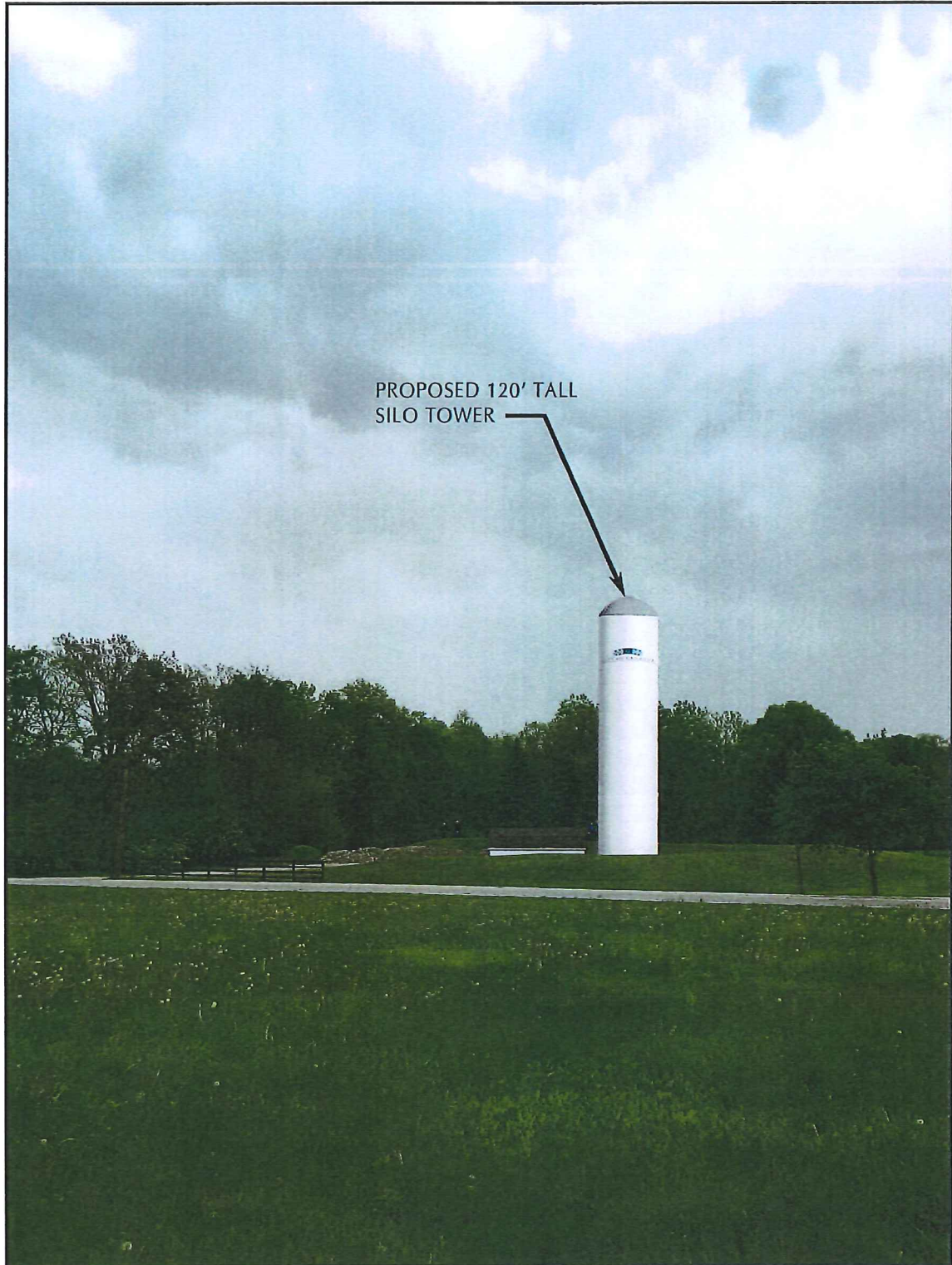
SHEET NUMBER
LE-1



McCutcheon (SILO) LOCATION #1 EXISTING



GPD GROUP 8275 Allison Pointe Trail . Suite 220 . Indianapolis, Indiana
46250 • PHONE 317-299-2996 • FAX 317-293-1331
Engineers . Architects . Planners



McCutcheon (SILO) LOCATION #1 PROPOSED



GPD GROUP 8275 Allison Pointe Trail . Suite 220 . Indianapolis, Indiana
46250 • PHONE 317-299-2996 • FAX 317-293-1331
Engineers . Architects . Planners