

## FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT ("Amendment") is entered into as of the later of the signature dates below by and between the City of Gahanna, an Ohio municipal corporation ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

### RECITALS

A. Lessor and Lessee are parties to that certain Ground Lease Agreement dated March 14, 2018 (the "Agreement"), for the Premises, which is a portion of the Land located in the County of Franklin, State of Ohio, as more particularly described in this Amendment.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Premises.** The Premises, as described in the Agreement, is hereby modified and relocated as provided in Exhibit B-1 attached hereto. The newly relocated Premises shall be 3,600 square feet. Exhibit B to the Agreement is hereby replaced with Exhibit B-1, attached hereto, whereby Exhibit B-1 shall describe the new Premises. Exhibit B-1 is a site plan drawing and shall be replaced at a later date by a land survey with legal descriptions, as approved by Lessor.

2. **Consideration.** The monthly Rent shall be increased from One Thousand Six Hundred Dollars (\$1,600) to One Thousand Six Hundred Seventy Dollars (\$1,670).

3. **Special Provision.** Section 28 is hereby inserted as follows:

“28. Special Provisions.

(a) Lessee's Improvements shall include the installation of a monopole with a height of one hundred twenty feet (120'). The monopole shall be painted brown by Lessee, at Lessee's cost, the shade of which shall be determined by Lessor, within Lessor's reasonable discretion.

(b) Lessee shall construct a barn or structure capable of housing Lessor's golf course equipment. Lessee has provided construction and/or design drawings outlining the design of the barn or structure which has been approved by Lessor. Lessor shall determine the location of the barn or structure. The cost to construct the barn or structure shall not exceed \$35,000. Any excess cost shall be borne by the Lessor. Lessee shall not warrant or represent the fitness or usability of the barn or structure. Lessor has the option to receive a one-time lump sum payment of \$35,000 from Lessee within ten (10) days after the Commencement Date in lieu of Lessee constructing the bar or structure. Lessor shall notify Lessee prior to the Commencement Date of its election of either the in-kind or cash compensation.”

4. **Agreement in Full Force.** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in

this Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.

5. **Recording of Agreement.** Lessor agrees to promptly execute and deliver to Lessee an amended memorandum of the Agreement in recordable format upon request of Lessee.

6. **Counterparts.** This Amendment may be executed in one or more counterparts which shall be construed together as one document.

7. **Defined Terms.** Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

8. **Successors and Assigns.** Upon full execution by Lessee and Lessor, this Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.

9. **Non-Binding Until Fully Executed.** This Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

10. **Recitals.** The recitals at the beginning of this Amendment are incorporated in and made a part of this Amendment.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the later of the signature dates below.

**LESSOR:**

City of Gahanna, an Ohio municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

TOWERCO 2013 LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Daniel Hunt

Title: Vice President & CFO

Date: \_\_\_\_\_

**EXHIBIT B-1**  
**Premises**

