

THIRD AMENDMENT TO GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO GROUND LEASE AGREEMENT (“Amendment”) is entered into as of the later of the signature dates below by and between 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, as amended by that certain First Amendment to the Ground Lease Agreement dated May 17, 2018, and as further amended by that certain Second Amendment to Ground Lease Agreement dated June 22, 2018 (as amended, the “Lease”), for the Premises, which is a portion of the Parent Parcel located in the County of Franklin, State of Ohio, as more particularly described in the Lease.

B. Lessor and Lessee desire to amend Paragraph 3 of the Lease regarding the commencement of the Term.

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 Lease as follows:

1. ***Term.*** Paragraph 3 of the Lease is amended by deleting it in its entirety and replacing it with the following:

“3. ***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 7(a)) or March 31, 2020, whichever first occurs (“Commencement Date”) and terminating ten (10) years from the Commencement Date (the “Term”) unless otherwise provided in Paragraph 4.”

2. ***Lease in Full Force.*** Except as expressly amended hereby, all terms and conditions of the Lease shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Lease, the terms set forth in this Amendment shall govern and control. The covenants, representations and conditions in the Lease are mutual and dependent.

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

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

5. **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.

6. **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.

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

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: _____
Title: _____
Date: _____