VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A FIRST AMENDMENT OF THE VILLAGE OF GEORGETOWN'S CONTRACT WITH NEW PAR D/B/A VERIZON WIRELESS AND DECLARING AN EMERGENCY

WHEREAS, the Village of Georgetown entered into an Option and Land Lease Agreement with New Par d/b/a Verizon Wireless ("Verizon") on January 3, 2006 (the "Agreement") related to the placement of a cell tower on land owned by the Village; and

WHEREAS, the Council of the Village of Georgetown desires to amend the terms of the Agreement such that Verizon will pay the Village a one-time payment of Thirty Two Thousand Dollars and 00/100 ($32,000.00) and the Village will extend the Agreement with Verizon for a period of eight (8) additional five (5) year terms at a rate of Seven Hundred and Eighty Dollars an no/100 ($787.00) per month with a 3% rent escalation annually as renewed thereafter; and

BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

SECTION 1: The Administrator is authorized to enter into and execute an amendment to the Option and Land Lease Agreement with New Par d/b/a Verizon Wireless ("Verizon") on January 3, 2006 (the "Agreement") to amend the terms of the Agreement such that Verizon will pay the Village a one-time payment of Thirty Two Thousand Dollars and 00/100 ($32,000.00) and the Village will extend the Agreement with Verizon for a period of eight (8) additional five (5) year terms at a rate of Seven Hundred and Eighty Dollars an no/100 ($787.00) per month with a 3% rent escalation annually as renewed thereafter.

SECTION 2: This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety and well-being of the residents of the Village and in order to allow for the payment of increased rent on the proposed schedule and to ensure continuity of service to residents.

SECTION 3: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
SECTION 4: This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 24th day of March, 2016.

Dale E. Cahall, Mayor

Attest:

Natalie K. R. Newberry, Fiscal Officer

108791.001.4366219
THE FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this "Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between Village of Georgetown ("Landlord") and New Par d/b/a Verizon Wireless ("Tenant") (Landlord and Tenant being collectively referred to hereinafter as the "Parties").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated January 3, 2006 (as the same may have been amended, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "Leased Premises"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described herein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Thirty-Two Thousand and No/100 Dollars ($32,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before April 8, 2016; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord’s ownership; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on June 1, 2006. Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "Existing Renewal Term" and, collectively, the "Existing Renewal Terms") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the commencement of the

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next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to “Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the “Memorandum”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on June 1, 2016, the rent payable from Tenant to Landlord under the Lease is hereby increased to Seven Hundred Eighty-Seven and No/100 Dollars ($787.00) per month (the “Rent”). Commencing on June 1, 2017 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to Village of Georgetown, OH. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in this Lease, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a “Third Party Competitor”) or (ii) assign all or any portion of Landlord’s interest in the Lease to a Third Party Competitor (any such offer, the “Offer”), Tenant shall have the right, exercisable in Tenant’s sole and absolute discretion, of first
refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant’s existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord’s family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: Village of Georgetown, Attn: City Administrator, 301 South Main Street, Georgetown, OH 45121; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to:  

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VZW Site No: 150624  
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American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("Tenant's Mortgagor") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes.** During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA

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01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord’s behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord’s behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord’s behalf by any lawful means.

[SIGNATURE PAGES TO FOLLOW]
LANDLORD:

Village of Georgetown

Signature: [signature]
Print Name: William Owens
Title: Administrator
Date: 3-30-16

[SIGNATURES CONTINUE ON NEXT PAGE]

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TENANT:

New Par d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: ________________________________
Print Name: ______________________________
Title: _________________________________
Date: _________________________________
EXHIBIT A

This Exhibit A may be replaced at Tenant’s option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord’s deed (or deeds) that include the land area encompassed by the Lease and Tenant’s improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Situates in R. Lawson’s Military Survey No. 2521, Village of Georgetown, Pleasant Township, Brown County, Ohio, and being bounded and more particularly described as follows: Beginning at a spike set on the center line of Main Street (Old U.S. Route 68), said beginning point being N 35 deg 00' 00" W a distance of 393.77 feet from the intersection of the center line of Main Street and the westerly line of Marshall Avenue, said beginning point also being corner to Edwin H. and Judy D. Hopkins; thence from said beginning point and with the center line of Main Street N 35 deg 00’ 00" W a distance of 176.00 feet to a spike set corner to Roger A. Nohua; thence with the line of said Nohua N 50 deg 55’ 20" E passing an iron pipe set at 40.00 feet for a total distance of 201.21 feet to an iron pipe set; thence on a new division line through the land of Richard and Lida J. Leslie S 37 deg 05’ 02" E a distance of 176.80 feet to an iron pipe set on the line of the Village of Georgetown; thence with the line of said Village of Georgetown S 35 deg 50’ 47" W a distance of 198.45 feet to the place of beginning CONTAINING 0.807 acres or less subject, however, to all legal highways and easements of record and being a part of the land conveyed to Richard and Lida J. Leslie as recorded in Deed Book 174, page 421. Surveyed by Gerald S. Renaud, Registered Surveyor 94072 on 9 March 1981.
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 4,875 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Situated in the Village of Georgetown, County of Brown, State of Ohio, being more particularly described as follows:

Beginning at a 1 1/2" pinch pipe on the northeast right of way line of Main Street at the most westerly corner of the property conveyed to the Village of Georgetown, Ohio as recorded in Official Record Volume 104, page 444 in the Office of the Recorder of Brown County, Ohio; thence following said north right of way line S 38°27'09" E - 164.65' to a set spike on the centerline of the Proposed 15' Access and Utility Easement; thence leaving said right of way line and traversing said Village of Georgetown, Ohio property N 54°40'00" E - 50.83' to a set spike; thence N 50°23'46" E - 33.11' to a set spike; thence following a curve to the left having a radius of 55.00', chord being N 6°21'08" E - 76.47' to a set spike and the TRUE POINT OF BEGINNING of the Proposed Lease Area; thence S 52°26'57" W - 62.50' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 37°33'03" W - 65.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 52°26'57" E - 75.00' to a set spike; thence S 37°33'03" E - 65.00' to a set spike; thence S 52°26'57" W - 12.50' to the True Point of Beginning containing 4,875 square feet, as per survey by Frank L. Sellinger, Sr., PLS #8229 with FSTAN Land Surveyors and Consulting Engineers, dated July 5, 2005.
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Situated in the Village of Georgetown, County of Brown, State of Ohio, being more particularly described as follows:

Beginning at a 1 1/2" pinch pipe on the northeast right of way line of Main Street at the most westerly corner of the property conveyed to the Village of Georgetown, Ohio as recorded in Official Record Volume 104, page 444 in the Office of the Recorder of Brown County, Ohio; thence following said north right of way line S 38°27’09” E - 164.65’ to a set spike and the TRUE POINT OR BEGINNING of the Centerline of the Proposed 15’ Access and Utility Easement; thence leaving said right of way line and traversing said Village of Georgetown, Ohio property N 54°40’00” E - 50.83’ to a set spike; thence N 30°23’46” E - 33.11’ to a set spike; thence following a curve to the left having a radius of 55.00’, chord being N 6°21’08” E - 76.47’ to a set spike on the southeast line of the proposed lease area and end of said of easement as per survey by Frank L. Sollinger, Sr., PLS #8229 with FSTAN Land Surveyors and Consulting Engineers, dated July 5, 2005.

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VZW Site No: 150624
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MEMORANDUM OF LEASE

This Memorandum of Lease (the “Memorandum”) is entered into on the ______ day of ________, 201___ by and between Village of Georgetown (“Landlord”) and New Par d/b/a Verizon Wireless (“Tenant”).

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. Parent Parcel and Lease. Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the “Parent Parcel”). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated January 3, 2006 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the “Lease”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the “Leased Premises”), which Leased Premises is also described on Exhibit A attached hereto and by this reference made a part hereof.

2. American Tower. Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company (“American Tower”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the “POA”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

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option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant’s request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.

6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: Village of Georgetown, Attn: City Administrator, 301 South Main Street, Georgetown, OH 45121; To Tenant at: Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Village of Georgetown

Signature: __________________________
Print Name: _______________________
Title: _____________________________
Date: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ________________
County of ___________________________

On this ___ day of __________________, 201___, before me, the undersigned Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________
Notary Public
Print Name: _______________________
My commission expires: ________________ [SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]
TENANT

New Par d/b/a Verizon Wireless

By: ATC Sequoia LLC,  
    a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _______________________________
Print Name: ______________________________
Title: ______________________________
Date: ______________________________

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ___ day of _____________________, 201___, before me, the undersigned Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Notary Public
Print Name: ______________________________
My commission expires: ____________________  [SEAL]
EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Situate in R. Lawson's Military Survey No. 2523, Village of Georgetown, Pleasant Township, Brown County, Ohio, and being bounded and more particularly described as follows: Beginning at a spike set on the centerline of Main Street (Old U.S. Route 68), said beginning point being N 38 deg 00' 00" W a distance of 393.77 feet from the intersection of the centerline of Main Street and the westerly line of Marshall Avenue, said beginning point also being corner to Edwin H. and Judy D. Hopkins; thence from said beginning point and with the centerline of Main Street N 38 deg 00' 00" W a distance of 176.00 feet to a spike set corner to Roger A. Nehus; thence with the line of said Nehus N 50 deg 55' 28" E passing an iron pipe set at 40.00 feet for a total distance of 201.21 feet to the center of an iron pipe set; thence on a new division line through the land of Richard and Linda J. Leslie S 37 deg 06' 02" E a distance of 178.80 feet to an iron pipe set on the line of the Village of Georgetown; thence with the line of said Village of Georgetown S 50 deg 50' 47" W a distance of 198.45 feet to the place of beginning CONTAINING 0.807 acres more or less subject, however, to all legal highways and easements of record and being a part of the land conveyed to Richard and Linda J. Leslie as recorded in Deed Book 174, page 421. Surveyed by Gerald S. Renshaw, Registered Surveyor #4074 on 9 March 1981.

ATC Site No: 413387
VZW Site No: 150624
Site Name: GEORGETOWN OH
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 4,875 square feet; (ii) Tenant’s existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Situated in the Village of Georgetown, County of Brown, State of Ohio, being more particularly described as follows:

Beginning at a 1 1/2" pinch pipe on the northeast right of way line of Main Street at the most westerly corner of the property conveyed to the Village of Georgetown, Ohio as recorded in Official Record Volume 104, page 444 in the Office of the Recorder of Brown County, Ohio; thence following said north right of way line S 38°27'09" E - 164.65' to a set spike on the centerline of the Proposed 15' Access and Utility Basement; thence leaving said right of way line and traversing said Village of Georgetown, Ohio property N 54°40'00" E - 50.83' to a set spike; thence N 50°23'46" E - 33.11' to a set spike; thence following a curve to the left having a radius of 55.00', chord being N 6°21'08" E - 76.47' to a set spike and the TRUE POINT OF BEGINNING of the Proposed Lease Area; thence S 52°26'57" W - 62.50' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 37°33'03" W - 65.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 52°26'57" E - 75.00' to a set spike; thence S 37°33'03" E - 65.00' to a set spike; thence S 52°26'57" W - 12.50' to the True Point of Beginning containing 4,875 square feet, as per survey by Frank L. Sellinger, Sr., PLS #8229 with FSTAN Land Surveyors and Consulting Engineers, dated July 5, 2005.
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Situated in the Village of Georgetown, County of Brown, State of Ohio, being more particularly described as follows:

Beginning at a 1 1/2" pin mark on the northeast right of way line of Main Street at the most westerly corner of the property conveyed to the Village of Georgetown, Ohio as recorded in Official Record Volume 104, page 444 in the Office of the Recorder of Brown County, Ohio; thence following said north right of way line S 38°27'09" E - 164.65' to a set spike and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 15' Access and Utility Easement; thence leaving said right of way line and traversing said Village of Georgetown, Ohio property N 54°40'00" E - 50.83' to a set spike; thence N 50°23'46" E - 33.11' to a set spike; thence following a curve to the left having a radius of 35.00', chord being N 6°21'08" E - 76.47' to a set spike on the southeast line of the proposed lease area and end of said of easement as per survey by Frank L. Sellinger, Sr., PLS #8229 with FSTAN Land Surveyors and Consulting Engineers, dated July 5, 2005.