OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this _____ day of _____, 20__, by and between CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation ("Optionor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel or parcels of real property located in the county of Lake, State of Ohio, as more particularly described in **Exhibit A** annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, subject to the placement of wireless communications facilities to serve its public service and safety needs, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option ("Option") to lease a certain portion or portions of the Parent Parcel measuring approximately 50 feet by 50 feet (the "Property"), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the "Easement"). The Property together with the Easement is collectively the "Premises" and are more particularly described and/or depicted on **Exhibit B** attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. Any assignment of this Option that is entered into by Optionor or Optionee shall be subject to the provisions of this Agreement. Optionee may assign this Agreement without the consent of Optionor.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be One Thousand and No/100 Dollars ($1,000.00) ("Option Consideration"). Payment of the Option Consideration by Optionee to Optionor shall be credited in full to the first year's Rent payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for two (2) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of Five Hundred and No/100 Dollars ($500.00) ("Option Extension Consideration") prior to the expiration of the then existing term of this Option. Any Option Extension Consideration shall be credited in full to the first year's Rent due Optionor if this Option is exercised by Optionee.

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that Optionor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Option, (iii) to the best of Optionor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings) suits, claims or causes of action against Optionor 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 Optionor's ability to fulfill its obligations under this Option. Optionor covenants and agrees that it shall not grant an option or enter into any contract which will

adversely affect Optionee's Intended Use (as defined in Paragraph 10 below) of the Premises until this Option expires or is terminated by Optionee.

The representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

6. Taxes. Optionor shall pay any ad valorem taxes or other special assessment taxes attributable to the utilization of the Premises by Optionee and Optionee's tenants during the Option.

7. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

8. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Premises including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

9. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease," Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. Use. The principal use of the Premises is to support the current and future wireless communications facilities necessary for Lessor to provide public service and safety services to its residents. Secondarily, the Premises may be used by Lessee and Lessee's tenants and licensees to co-locate facilities 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 in 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 in 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 any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

11. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term").

12. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) 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 Paragraph 13. 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 ninety (90) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. In the event, all Renewal Terms are exercised and the Lease expires, the Lease will operate on a year to year basis with rent increasing annually per paragraph 13 as a hold over term until terminated by either party, in writing with sixty (60) days prior notice, prior to the renewal of the annual hold over term.

13. Consideration. For the purposes of Lessor's public service and safety service needs, Lessee will make available to Lessor at no cost the space necessary for the transmission and receipt of wireless communications signals in any and all frequencies and related facilities and activities.

(a) During the Initial Term, Lessee shall pay Lessor the monthly sum of One Thousand Five Hundred and No/100 Dollars ($1,500.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 24 below. Rent shall be increased on each anniversary of the Commencement Date by two percent (2%) over the Rent payable during the immediately preceding year. Lessee shall be entitled to withhold payment of the Rent until such time as Lessor executes and delivers a completed W-9 form to Lessee setting forth Lessor's federal tax identification number. Lessor acknowledges that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements. Lessor agrees to accept payment of the Rent by direct deposit into its designated account via an electronic funds transfer and shall promptly execute and deliver to Lessee a completed authorization agreement together with such other information as Lessee may require. 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. In the event that Lessee makes an overpayment of Rent or any other fee or charges to Lessor during the Initial Term or any Renewal Term of this Lease, Tenant may, but shall not be obligated to, treat any such overpayment as prepaid Rent and apply such amount as a credit against any future Rent, fee, or sum due to the Lessor. Lessor agrees to accept payment via electronic funds.

(b) In addition to the foregoing subsection (a), Lessee will increase its monthly Rent (i) by Eight Hundred Twenty-Five and No/100 Dollars ($825.00) for the second subtenant and/or licensee co-locating on the wireless communications facilities ("Second Co-Locator Rent"); (ii) by an additional Eight Hundred Twenty-Five and No/100 Dollars ($825.00) for the third subtenant and/or licensee co-locating on the wireless communications facilities ("Third Co-Locator Rent"); and (iii) by an additional Eight Hundred Seventy-Five and No/100 Dollars ($875.00) for each subsequent subtenant and/or licensee thereafter co-locating on the wireless communications facilities ("Subsequent Co-Locator Rent"). Such additional rent shall be subject to the annual increase per paragraph 13(a) above.

14. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises all improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term, upon 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 Initial Term or any Renewal Term of this Lease.

Lessee shall remove all of the above-ground portions of the Improvements not later than ninety (90) days following any termination of this Lease and the Premises shall be restored to its original condition to the reasonable satisfaction of the Lessor. Prior to the Commencement Date, Lessee shall provide Lessor with a tower removal surety bond in an amount equal to Two Hundred and No/100 Dollars ($200.00) per lineal foot times the height of the tower (by foot) which shall ensure that the tower is removed upon the termination of the Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor has the right to claim any trees removed by Lessee. 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. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors. Lessee shall repair any damage caused to Lessor's property as a result of Lessee's access provided for by this agreement.

(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 Property, 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. The location of said utilities will not interfere with park purposes and must be approved by Lessor prior to installation. 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.

(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 required 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. Such activities shall not interfere with park purposes and Lessee shall coordinate all such activities with Lessor.

(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 road exists or ceases to exist in the future, Lessor will grant an exclusive 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. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Driveway access will be defined as to location, size, material and drainage.

(e) With respect to any improvements installed, constructed, placed or otherwise located on the Premises by Lessee, Lessee shall do so in accordance with any applicable federal, state and local law and regulations.

15. 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) By Lessee for any reason upon written notice from Lessee to Lessor.

16. Subleases. Lessee 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 subjection to the terms and conditions provided in paragraph 13(b) herein. 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.

17. Taxes. Lessee shall pay all personal and real property taxes assessed on the Improvements, and any real property taxes that are attributable to the Premises as a direct result of Lessee's activities thereon (including the activities of Lessee's licensees and sublessees).

18. 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.

19. 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.

20. 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 of Three Million and 00/100 Dollars ($3,000,000.00) 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. The policy must be written by a company carrying an AM Best rating of no less than "A" and the policy shall waive subrogation against the City of Willoughby Hills. Furthermore, the policy shall name the City of Willoughby Hills as an additional insured and a certificate in evidence thereof shall be delivered to the Finance Director at the City prior to the commencement of wireless communication facility construction.

21. 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.

Lessee shall not, nor shall Lessee 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 Lessor's Intended Use of the Premises to serve its public service and safety needs. Such interference shall be deemed a material breach of this Lease by Lessee and Lessee shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessee acknowledges that continuing interference will cause irreparable injury to Lessor, and Lessor 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 Lessee.

22. Environmental Compliance. Lessor, Lessee and sublessees 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 either party terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Easement through no fault of Lessor or Lessee after Lessee takes possession of the Premises.

23. Environmental Indemnities.

(a) 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.

(b) Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the 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 Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the 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 Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

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

24. 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:

City Of Willoughby Hills
35405 Chardon Road
Willoughby Hills, OH 44094
Attention: Clerk of Council
Phone: 440-975-3541
Email: council@willoughbyhills-oh.gov

If to Lessee, to:
TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attention: Property Management
Site ID#: OH0317

25. 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 Property and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. 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 encumbrances and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to 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 Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property 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.

26. Occurrence of Lessor Default. The covenants, representations and conditions in this Agreement 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 Agreement ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (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 Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the Default. Tenant shall be permitted to offset said costs, expenses and disbursements incurred by Tenant against Rent or any other amounts due or becoming due by Tenant to Landlord under this Lease; or (c) Tenant 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 Landlord's default.

27. Assignment. Lessee may assign this Lease with the consent of Lessor (which consent will not be unreasonably withheld), however Lessee shall have the right to assign this Lease to any affiliate, subsidiary or any entity who is a successor-in-interest to Lessee through a merger or acquisition of Lessee without Lessor's consent. From and after the date this Lease has been assigned 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.

28. 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.

29. 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.

30. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees' or sublessees'.

31. 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 Property. The duties described herein survive termination of this Lease.

32. Right of First Refusal; Sale of the Premises. If Lessor elects, during the term of the Option or during the Initial Term or any Renewal Terms of the Lease, (i) to sell or otherwise transfer to a third party all or any portion of the Premises, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Property for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of sale, assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice a notice describing the offer in sufficient detail. If Lessee fails to accept such bond fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Property in accordance with the terms of such bona fide offer.

33. Miscellaneous.

(a) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) 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.

(c) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(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, a non-disturbance 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 the 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 Agreement 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 or adjacent to the Property.

(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.

34. Confidentiality. Lessor is a municipal corporation of Ohio, and thus subject to the Ohio Public Records Act. In that regard, in connection with this transaction it will protect as confidential that which is exempted from disclosure under Ohio law.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement and Lease as of the date affixed to their signatures below.

OPTIONOR/LESSOR:
CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation

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

STATE OF_____)
) ss:
COUNTY OF _____)

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ (name of officer or agent, title of officer or agent), who is the _____ of City of Willoughby Hills a municipal corporation, 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/she 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 the ____ day of _____, 20__.

_____
Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____ (seal)

OPTIONEE/LESSEE:
TOWERCO 2013 LLC,
a Delaware limited liability company

By: _____
Name: Daniel Hunt
Title: VP & CFO
Date: _____

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ (name of officer or agent, title of officer or agent), who is the _____ of TowerCo 2013 LLC, a Delaware limited liability company, 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/she 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 the ____ day of _____, 20__.

_____
Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____ (seal)

EXHIBIT A

DESCRIPTION OF PARENT PARCEL

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

Part of Lot 1, Tract 6 - 1 AC, Sub: WILLOUGHBY HILLS, as described in the deed recorded August 19, 2008 as Instrument 2008R023513 of the records of Lake County, Ohio.

Parcel No. 31A-012-E-00-018-0

EXHIBIT B

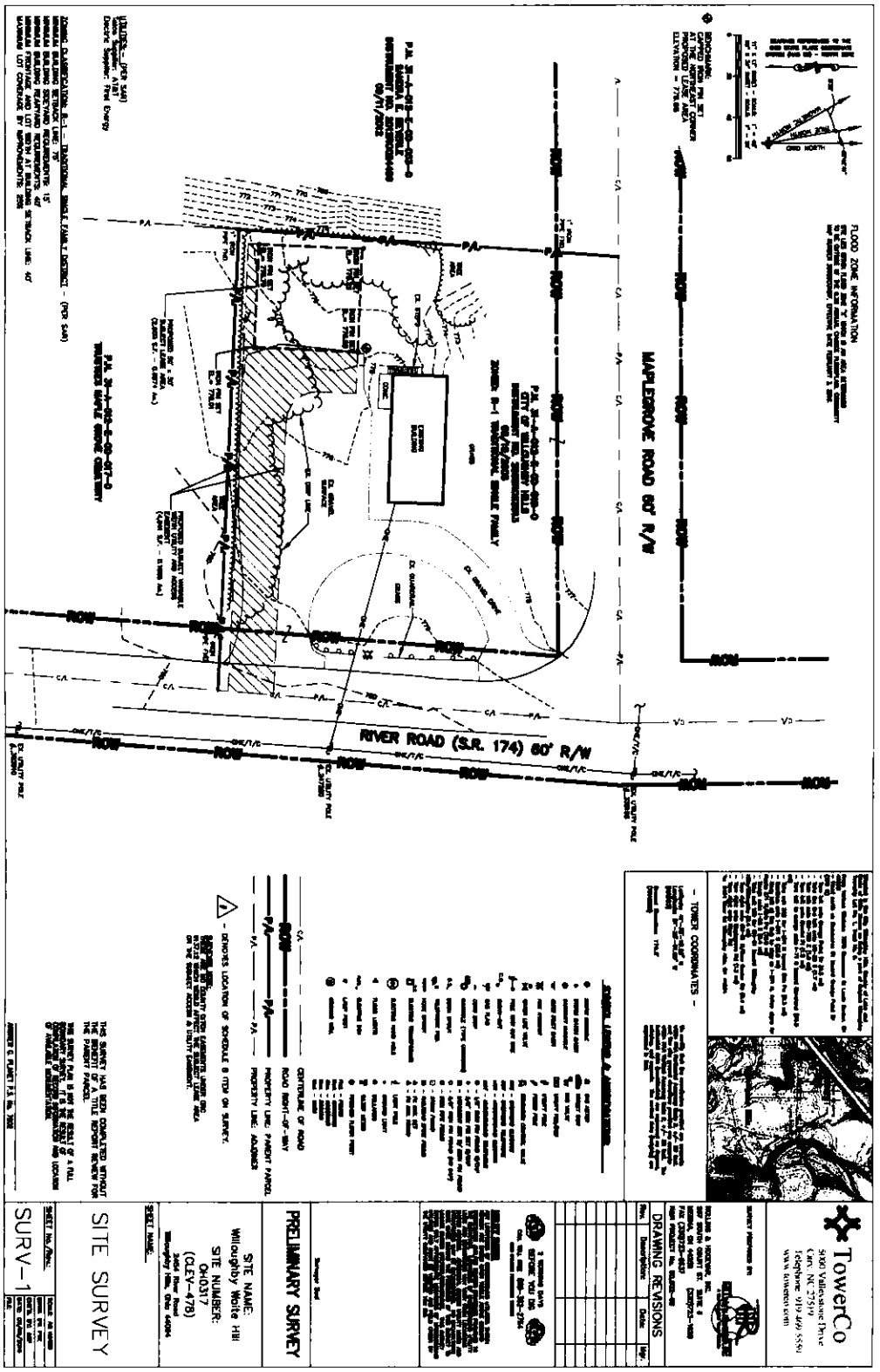
DESCRIPTION OR DEPICTION OF PREMISES

An approximately 2,500 square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(see attached)

Note: At Lessee's option, Lessee may 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.



TowerCo Site Name: Willoughby Waite Hill
TowerCo Site Number: OH0317

Prepared by
Jill Harvey
TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
919-653-5719

After recording return to:
TowerCo 2013 LLC
Attn: Legal Dept.
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
919-653-5700

(Recorder's Use Above this Line)

STATE OF OHIO

PPN #: 31-A-012-E-00-018-0

COUNTY OF LAKE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 20__, by and between CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation, having a mailing address of 35405 Chardon Road, Willoughby Hills, OH 44094 (hereinafter referred to as "**Grantor**" or "**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as "**Grantee**" or "**Lessee**").

1. Lessor and Lessee entered into that certain Option and Ground Lease Agreement 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 Willoughby Hills, County of Lake, State of Ohio, described in **Exhibit A** attached hereto (the "Land").

2. The Option Initial Term is for a period of twelve (12) months, with two (2) Option Renewal Terms of six (6) months. At any time during the Option Initial Term or any Option Renewal Term, Lessee may provide written notice to Lessor of its election to exercise the Option. Upon exercise of the Option, the Lease shall commence for an initial term of five (5) years, with options to renew for five (5) additional five (5) year terms. Should Lessee fail to exercise the Option during the Option Initial Term or any Option Renewal Term, the Lease shall be void and of no further force or effect.

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. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

5. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:
CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation

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

STATE OF_____)
) ss:
COUNTY OF _____)

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ (name of officer or agent, title of officer or agent), who is the _____ of City of Willoughby Hills a municipal corporation, 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/she 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 the ____ day of _____, 20__.

_____
Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____ (seal)

LESSEE:
TowerCo 2013 LLC,
a Delaware limited liability company

By: _____
Name: Daniel Hunt
Title: VP & CFO
Date: _____

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____ (name of officer or agent, title of officer or agent), who is the _____ of TowerCo 2013 LLC, a Delaware limited liability company, 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/she 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 the ____ day of _____, 20__.

_____
Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____ (seal)

EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

Part of Lot 1, Tract 6 - 1 AC, Sub: WILLOUGHBY HILLS, as described in the deed recorded August 19, 2008 as Instrument 2008R023513 of the records of Lake County, Ohio.

Parcel No. 31A-012-E-00-018-0

EXHIBIT B

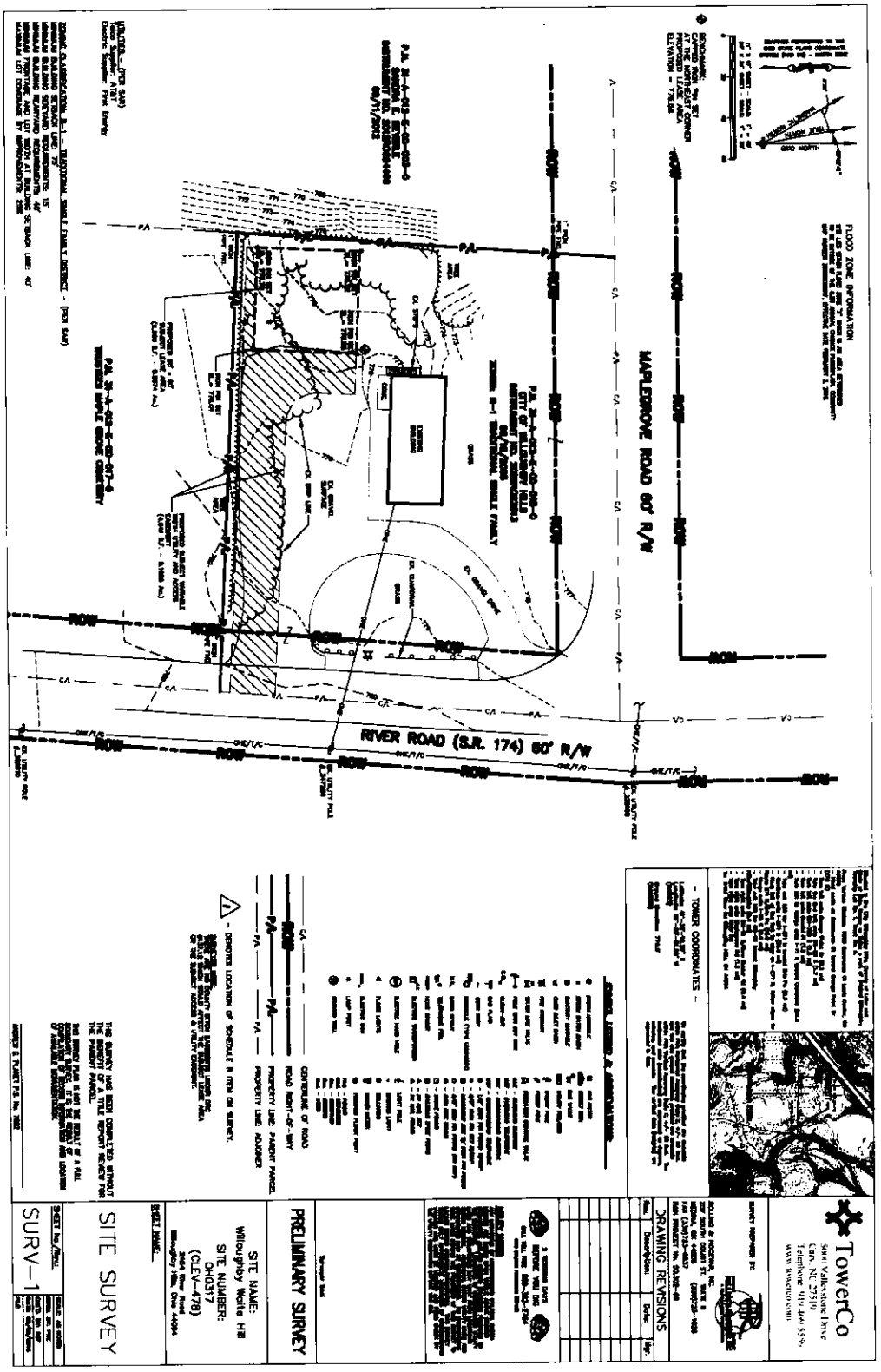
DESCRIPTION OR DEPICTION OF PREMISES

An approximately 2,500 square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows, exact legal description to be determined by survey.

(see attached)

Note: At Lessee's option, Lessee may 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.


MAPLEGROVE ROAD 60' R/W
RIVER ROAD (S.R. 174) 60' R/W
TowerCo
PRELIMINARY SURVEY
SITE NAME:
Willoughby Waite Hill
SITE NUMBER:
OH0317
(CLEV-478)
SITE SURVEY
SURV-1