

SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("Second Amendment") is entered into as of the later of the signature dates below by and between CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

RECITALS

A. Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated June 28, 2016, as amended by that certain First Amendment to Option and Ground Lease Agreement and Amended Memorandum of Agreement dated March 23, 2018 (as amended, the "Agreement") for certain real property and easements for that certain parcel of real property owned by Lessor located in the County of Lake, State of Ohio.

B. The Agreement has an Option Initial Term of twelve (12) months with two (2) additional Option Renewal Terms of six (6) months, and Lessor and Lessee desire to amend the term of the Agreement to provide for two (2) additional Option Renewal Terms, and provide for certain other changes as more particularly set forth herein.

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. ***Extension of Option.*** In addition to the Option Renewal Terms presently set forth in the Agreement, the parties hereby agree that the Option can be extended at the discretion of Lessee for two (2) additional periods of six (6) months each by paying to Lessor the additional consideration of Five Hundred and No/100 Dollars (\$500.00) prior to the expiration of the then existing Option Renewal Term.

Subject to the terms of the Agreement, the final expiration date of the Option would be **June 27, 2019.**

2. ***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 Second Amendment and the terms of the Agreement, the terms set forth in this Second Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.

3. ***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.

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

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

6. **Successors and Assigns.** Upon full execution by Lessee and Lessor, this Second 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.

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

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

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

LESSOR:
CITY OF WILLOUGHBY HILLS, an Ohio
municipal corporation

By: _____
(signature)
Name: _____
Title: _____
Date: _____

LESSEE:
TOWERCO 2013 LLC, a Delaware limited
liability company

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

SECOND AMENDED MEMORANDUM OF AGREEMENT

This Second Amended Memorandum of Agreement is entered into as of the date of the signing hereof by and between CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation ("City") and TOWERCO 2013 LLC, a Delaware limited liability company ("TowerCo").

That the parties hereto have entered into this Second Amended Memorandum of Agreement for the purpose of amending the certain first Memorandum of Agreement dated March 22, 2013, as amended, between the City and TowerCo.

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-025-0-00-003-0

Prior Ref: Instrument #2016R017098

COUNTY OF LAKE

SECOND AMENDED MEMORANDUM OF AGREEMENT

Document Date: _____

Lessor: CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation
Address: 35405 Chardon Road, Willoughby Hills, OH 44094

Grantee/Lessee: TOWERCO 2013 LLC, a Delaware limited liability company
Address: 5000 Valleystone Drive, Suite 200, Cary, NC 27519

SECOND AMENDED MEMORANDUM OF AGREEMENT

This Second Amended Memorandum of Agreement is entered into as of the later of the signature dates below, by and between CITY OF WILLOUGHBY HILLS, an Ohio municipal corporation ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

1. Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated June 28, 2016, as amended by that certain First Amendment to Option and Ground Lease Agreement and Amended Memorandum of Agreement dated March 23, 2018 (the "First Amendment"), and as further amended by that certain Second Amendment to Option and Ground Lease Agreement dated _____ (as amended, the "Agreement") for certain real property and easements for that certain parcel of real property owned by Lessor located in the County of Lake, State of Ohio.

2. Lessor and Lessee executed a Memorandum of Agreement effective June 28, 2016 and recorded on July 6, 2016 with the Lake County Recorder as Instrument Number 2016R017098 ("Original Memorandum").

3. The First Amendment was recorded on April 18, 2018 with the Lake County Recorder as Instrument Number 2018R009212.

4. The Original Memorandum, as amended by the First Amendment is hereinafter referred to as the "MOL".

5. Lessor and Lessee have amended the Agreement and desire to amend the MOL to reflect the changes set forth in the Agreement amendment.

6. The MOL is amended as follows:

a. **Extension of Option.** Section 2 of the MOL is amended by deleting the first sentence in its entirety and replacing it with the following:

"The Option Initial Term is for a period of twelve (12) months, with four (4) Option Renewal Terms of six (6) months."

7. In the event of any inconsistencies between the terms of the MOL, as amended by this amendment, and the Agreement, the term set forth in the Agreement shall control.

[SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amended Memorandum of Agreement as of the later of the signature dates below.

LESSOR:
CITY OF WILLOUGHBY HILLS, an Ohio
municipal corporation

By: _____
(signature)
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF LAKE)

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 _____ (title) 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 Signature
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

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

LESSEE ACKNOWLEDGMENT

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)