FIRST AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT (this "**Amendment**") is made and entered into as of the 28th day of DECEMBER, 2015 (the "**Effective Date**") by and between the CIVIL TOWNSHIP OF WASHINGTON MARION COUNTY, INDIANA ("**Lessor**"), and PINNACLE TOWERS ACQUISITION LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

A. Lessor, as lessor, and Vertical RealEstate, Inc., as lessee, entered into that certain Land Lease and Easement Agreement, dated May 28, 1998 (the "**Lease**"), as evidenced by that certain Memorandum of Lease recorded on January 19, 1999 as Inst # 1999-0009698 in the Office of the Marion County Recorder (the "**Memorandum**").

B. Vertical RealEstate, Inc. assigned its interest in the Lease to Lattice Communications, LLC pursuant to that certain Assignment and Assumption of Lease recorded on December 26, 2003 as Inst # 2003-0273523 in the Office of the Marion County Recorder.

C. Lattice Communications, LLC assigned its interest in the Lease to Lessee pursuant to that certain Bill of Sale and Assignment and Assumption Agreement recorded on February 3, 2005 as Inst # 2005-0017616 in the Office of the Marion County Recorder.

D. Lessor and Lessee now desire to amend the Lease to expand the Leased Premises and adjust the rent on the terms and conditions below.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Exhibit B attached to the Lease is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

2. Rent. Effective as of the first day of the month following the date that Lessee commences construction of new improvements within the additional area added to the Leased Premises by this Amendment, (i) the monthly rent payable during the remainder of Renewal Term #3 shall increase by $787.44 (i.e. a total of $2,083.44 per month not including Additional Rent), and (ii) Exhibit C attached to the Lease shall be revised as follows:

(a) In Section 5 of Exhibit C, Renewal Term #4, the amount of $18,662.40 shall increase to $30,001.54; and

(b) In Section 6 of Exhibit C, Renewal Term #5, the amount of $22,394.88 shall increase to $36,001.84.

By: (Initials) NT Date 12/28/16 Doc Type 1
BUN: 873833 Lease/Lic 1591037

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3. Execution of Documents. Upon Lessee's request, Lessor will execute and/or cause the fee owner of the Land to execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including without limitation documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree or cause the fee owner of the Land to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease, as amended by this Amendment.

(b) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(c) Upon Lessee's request, Lessor shall use its best efforts to cure any defect in Lessor's title which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's rights under the Lease or Lessee's use or possession of the Leased Premises.

(d) Lessor agrees to execute such further documents and provide such further assurances as may be reasonably requested by Lessee to effect any release or cure referred to in this paragraph, to carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and to ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises and its rights under the Lease as amended hereby.

5. Miscellaneous. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease. To the extent not amended, modified or supplemented hereby, all other terms and provisions of the Lease are hereby ratified and confirmed and shall remain in full force and effect. In the event of an inconsistency between the terms and provisions contained in the Lease and those set forth in this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts or by use of counterpart signature pages. Furthermore, executed counterparts or counterpart signature pages of this Amendment may be delivered by facsimile or other reliable electronic means (including sending .pdf documents by electronic mail), and executed counterparts or counterpart signature pages so delivered shall be deemed to be originals for all purposes and shall be valid and binding for all purposes.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

LESSOR:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: _____

Name: FRANK T. SHORT

Title: TRUSTEE

LESSEE:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: Global Signal Services LLC, a Delaware limited liability company, its Manager

By: _____

Name: Brooke Bergstresser

Title: Real Estate Manager, Midwest Area

KD_7695810_2.doc

Exhibit B

[see attached]

NEW LEASE AREA DESCRIPTION

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township of Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (Assumed Bearing) along the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 03 minutes 28 seconds East along the west line of said real estate in Deed Volume 1736, page 264, also being the west line of Instrument No. A201300114530 of said Recorder's office, a distance of 299.43 feet to the Point of Beginning;

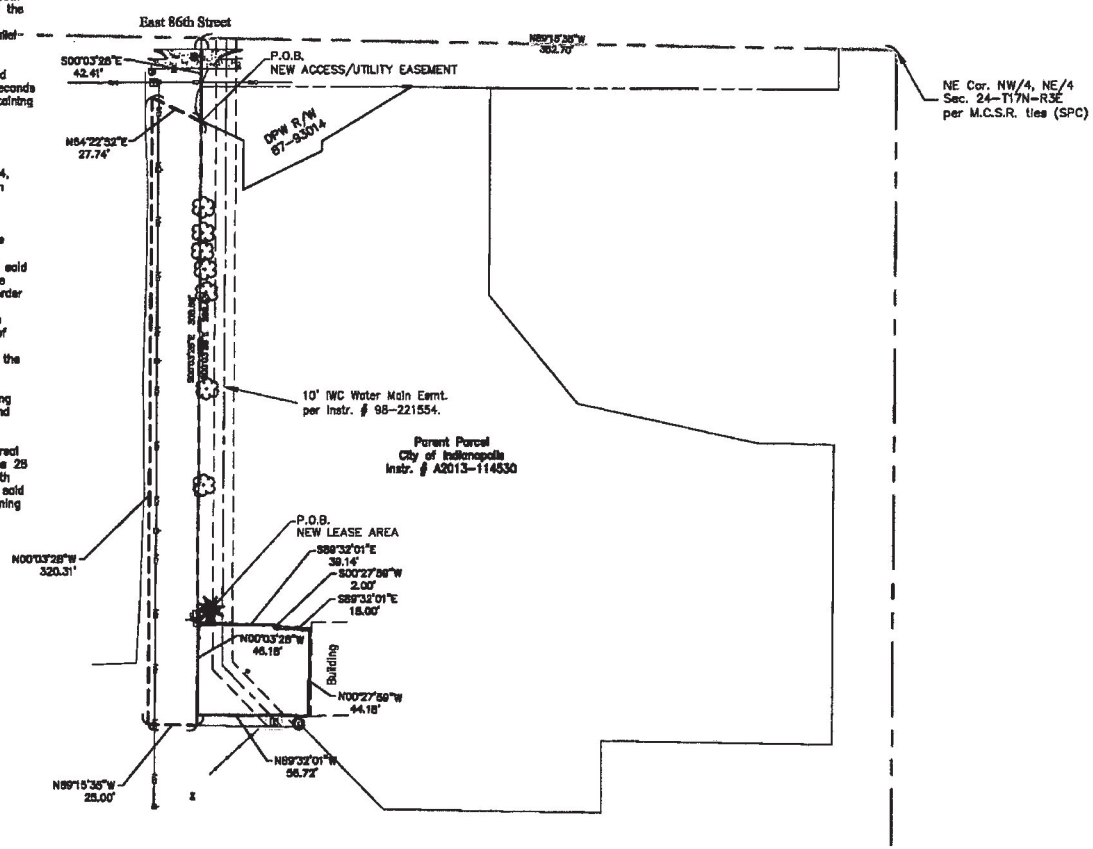
thence South 89 degrees 32 minutes 01 seconds East 39.14 feet; thence South 00 degrees 27 minutes 59 seconds West 2.00 feet; thence South 89 degrees 32 minutes 01 seconds East 18.00 feet to a point near the west face of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 seconds West parallel with said west face of said building 44.18 feet to a point near the Southwest corner thereof; thence North 89 degrees 32 minutes 01 seconds West 56.72 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds West along said West line 46.18 feet to the Point of Beginning, containing 0.06 acres, more or less.

NEW ACCESS/UTILITY EASEMENT DESCRIPTION

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township of Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (Assumed Bearing) along the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 03 minutes 28 seconds East along the west line of said real estate in Deed Volume 1736, page 264, a distance of 42.41 feet to the Northwest corner of Instrument No. A201300114530, also being the Southwest corner of Instrument No. 870093014, both found in said Recorder's office and the Point of Beginning of the following described Easement;

Thence, continue South 00 degrees 03 minutes 28 seconds East along the west line of said real estate in Deed Volume 1736, page 264 and Instrument No. A201300114530, a distance of 308.66 feet to the Southwest corner thereof; thence North 89 degrees 15 minutes 35 second West along the westerly projection of the south line of said real estate a distance of 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 320.31 feet to the South right of way line of East 86th Street; thence South 64 degrees 22 minutes 52 seconds East along said South right of way line, 27.74 feet to the Point of Beginning, containing 0.18 acres, more or less.



SITE SURVEY (BY OTHERS) (FOR INOFRMATION ONLY)

SCALE: N.T.S.

1

CROWN CASTLE

FIRST GROUP ENGINEERING INC.
CONSULTING ENGINEERS
8888 LAKEBIRD BLVD.
INDIANAPOLIS, INDIANA 46278
PH. (317) 290-8548
FAX (317) 290-8868

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	10/12/13	ISSUED FOR REVIEW	MK

DRAWN BY: M.A.N.
CHECKED BY: B.G.H.
DRAWING DATE: 04/14/15

SITE AUDIT INFORMATION

AUDIT CO: N/A
AUDIT DATE: N/A

SITE NAME

NORA

BUSINESS UNIT NUMBER

873833

SITE ADDRESS

1696 E. 86TH STREET
INDIANAPOLIS, IN 46240

SHEET TITLE

SURVEY

SHEET NUMBER

LS-2

LANDLORD'S CERTIFICATE OF ESTOPPEL, CONSENT AND MODIFICATION

(Nora Tower)

TO: Lattice Communications, LLC ("Lattice") and General Electric Capital Corporation ("GECC")

FROM: Civil Township of Washington, Marion County, Indiana (whether one or more, the "Landlord")

TENANT: Vertical RealEstate, Inc. (the "Tenant")

LEASED PREMISES: 1595 E. 86th Street, Indianapolis, Indiana 46240

At the Tenant's request, we certify and warrant to Lattice and GECC as follows:

1. The Tenant and the Landlord executed a lease on May 28, 1998, a true and complete copy of which is attached to this Landlord's Certificate of Estoppel, Consent and Modification (this "Certificate") together with all amendments and modifications to such lease, if any, as Exhibit A (collectively, the "Lease").

2. The current term of the Lease commenced on January 18, 1999, for a term of five (5) years, with five (5) renewals of five (5) years with respect to each such renewal.

3. The Tenant occupies the Leased Premises under the Lease.

4. The current monthly installment of rent due under the Lease is $750.00, with the next payment due on the 1st day of November, 2003. The Tenant has paid all rent and other amounts due under the Lease for the period up to and including October 31, 2003. No rent has been paid more than one (1) month in advance of its due date. The rent shall increase 20% per renewal period of the Lease. In addition, the Landlord is entitled to 10% of the Tenant's annual gross revenues from the Leased Premises, to be paid in December of each calendar year, the payment for calendar year 2003 still due and owing.

5. The Lease sets forth the entire agreement between the Tenant and the Landlord; it is in full force and effect in accordance with its terms; and it has not been assigned, sublet, further amended or modified in any way except with respect to that certain N/A.

6. The Tenant is not in default under the Lease. The Landlord knows of no events or conditions which with the giving of notice, the passing of time, or both, might constitute a default by Tenant or grounds for the cancellation or termination of the Lease.

7. The Landlord acknowledges and understands that this Certificate has been requested by the Tenant in connection with the Tenant's assignment and Lattice's acceptance and

assumption of all of Tenant's rights and obligations under the Lease and certain financing provided by GECC in connection with same and that Lattice and GECC will be relying, and shall have the right to rely, upon this Certificate in connection with their agreement to proceed with said purchase and financing.

8. The Landlord hereby consents to the assignment of the Lease to Lattice. Lattice, its successors and assigns, acknowledges that it may assign the Lease only with the prior written consent of Landlord, whose consent shall not be unreasonably withheld or delayed. The foregoing notwithstanding and notwithstanding anything in the Lease to the contrary, Landlord hereby agrees that Lattice, its successors and assigns, shall have the right, at any time and from time to time during the term of the Lease without the consent of Landlord, (a) to assign the Lease to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of Lattice, and upon such assignment, Lattice shall be released from all obligations, duties and liabilities with respect to the Lease; (b) to sublease or license the Leased Premises, or any portion thereof, without the consent of the Landlord; and/or (c) to pledge or grant a collateral interest in Lattice's leasehold interest in the Lease and/or in any personal property owned by Lattice and located on the Leased Premises.

9. Lattice's acceptance and assumption of the Tenant's obligations under the Lease include, but are not limited to, the Landlord's right to occupy (and the Tenant's obligation to provide) two (2) spaces on the communication tower for the Landlord's own use as set forth in Section 20 of the Lease. Further, the Landlord is of the understanding that Lattice will promptly provide the Landlord with proof of insurance on the communication tower located at the Leased Premises, naming the Landlord as an additional insured, as currently required in Section 6 of the Lease.

LANDLORD:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: _____

Its: _____

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Signed, sworn to and acknowledged before me, on this 7th day of October, 2003, by Glen Hoth, the Trustee of Civil Township of Washington, Marion County, Indiana, an elected official, with the authority of and on behalf of Civil Township of Washington, Marion County, Indiana.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
2/24/07

Sharon Dolan, Notary Public
Resident of Marion County, Indiana

This instrument was prepared by:
Suzanne C. McNabb, Esq.
Dinsmore & Shohl LLP
1900 Chemed Center
255 East Fifth Street
Cincinnati, OH 45202
phone: 513-977-8200
fax: 513-977-8141

Nora

Land Lease and Easement Agreement
(Administration Building Site)

This Land Lease and Easement Agreement ("Lease") is made and entered into effective the 28th day of May, 1998, by and between Civil Township of Washington Marion County, Indiana ("Lessor") and Vertical RealEstate, Inc. ("Lessee"), and is entered into under the following circumstances:

a. Lessor owns the real estate located in Marion County, State of Indiana, and the legal description is set forth in the attached Exhibit A ("Land").

b. Lessor and Lessee have agreed that Lessee shall lease a portion of the Land for purposes of allowing Lessee to operate its communications business on the Land.

c. The parties have reached certain other agreements.

NOW, THEREFORE, in mutual consideration of the promises contained herein, the parties agree as follows:

1. **Lease of Leased Premises.**

a. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor a portion of the Land generally shown on Exhibit B attached hereto ("Site"), together with all appropriate easements, rights and privileges in order to allow Lessee (and its employees, agents and tenants) access from public roads and utility sources to the Site and to utility services to the Site over the Land ("Easements") and for the use by the Lessee in its Tower Business (as defined below) (the Site and Easements may be referred to as the "Leased Premises"). The exact location and dimensions of the Leased Premises shall be set forth in the Survey obtained by Lessee pursuant to Section 16 of this Lease, and Exhibit B shall at the time the Survey is obtained be modified to conform and be consistent with the Survey.

b. **Lessee's Tower Business.** Lessee's Tower Business generally consists of the installation, construction, and maintenance of a communications tower ("Tower") on the Site and the leasing of space on the Tower to third parties engaged in the communications business. In connection with its Tower Business, Lessee has the right to install, construct, remove, replace and maintain the Tower and to allow its tenants to install communications equipment on the Site and on the Tower.

EXHIBIT A

c. **Storage Buildings.** Lessee (or its tenants) shall have the right to build and maintain equipment storage buildings on the Leased Premises for purposes of storing equipment owned by the Lessee or its tenants. Lessee, at its cost, shall provide fencing and landscaping around the Leased Premises as approved by Lessor in accordance with Section 16(g).

d. **Right of Access.** Without otherwise limiting the foregoing, Lessee and its tenants shall have the right of access to, and the right of ingress and egress from and to the Tower and the Storage Buildings from a public road for purposes of the operation by Lessee of its Tower Business and by the tenants for operation of their communications business. Lessee and its tenants shall have unrestricted right of access to the Leased Premises on a 24-hour per day and 365-day per year basis.

2. **Term.** This Lease shall have a term ("Term") of five (5) years commencing on the date all the conditions precedent set forth in Section 16 have been satisfied or waived by Lessee ("Effective Date") and ending on the fifth (5th) anniversary of the Effective Date, unless terminated prior thereto pursuant to this Lease. The Lease and the Term shall automatically renew for five (5) additional successive periods of five (5) years ("Renewal Terms"); provided however, that Lessee may terminate this Lease by giving written notice to Lessor of the intention by Lessee not to renew at least sixty (60) days prior to the expiration of the initial Term or any Renewal Term.

3. **Rent.** Rent shall be paid by Lessee to Lessor on a monthly basis and in advance on or before the first day of the month and in such amounts as set forth in Exhibit C. The first month's rent shall be paid on the Effective Date.

4. **Representations and Warranties by Lessor.** The Lessor represents and warrants to Lessee as follows:

a. Except as set forth and disclosed in the title insurance commitment provided pursuant to Section 16 of this Lease, Lessor has good and marketable title to the Leased Premises free of any liens, claims, mortgages, easements, conditions, or encumbrances.

b. Lessor has the full power, right, and authority to enter into this Lease.

c. The persons executing this Lease on behalf of Lessor have the authority to sign the Lease on behalf of the Lessor.

d. The Lease is the legal, valid, and binding obligation of Lessor and is enforceable against Lessor in accordance with its terms.

e. Utilities providing for electrical and telephone service are available to the Leased Premises.

f. With respect to environmental matters, (i) to the best of Lessor's knowledge, there are no Hazardous Materials of any kind on, in or under the Leased Premises, (ii) there are no proceedings pending or threatened where allegations have been made that there are violations of the Environmental Laws with respect to the Leased Premises, and (iii) Lessor has not received any notice from any governmental authority or any person or entity claiming that there have been any violations of the Environmental Laws with respect to environmental contamination of the Leased Premises. "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by or designated as a hazardous substance or waste by any governmental authority, and includes, without limitation, a hazardous substance as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act and any hazardous waste defined pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act. "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act and all other federal, state, and local laws or regulations dealing with environmental matters (including without limitation laws and regulations dealing with underground storage tanks).

5. **Utilities.** Lessee shall be responsible for the payment of all utility services used by Lessee or any of Lessee's tenants. Lessee shall use its best efforts to have such utility services separately metered, if such separate metering is feasible.

6. **Insurance.**

a. Lessor shall maintain in full force and effect during the term of this Lease (including any Renewal Terms) comprehensive general liability insurance with limits of $2,000,000 for bodily injuries or death of persons, and property damage occurring on or with respect to the Leased Premises and Lessee shall be listed as an additional insured under this policy. Upon request by Lessee, Lessor shall provide to Lessee a certificate of insurance certifying that such insurance coverage is in effect and the certificate shall provide that the insurance company shall not terminate or modify the coverage without providing at least ten (10) days prior written notice to Lessee.

b. Lessee shall maintain in full force and effect during the term of this Lease (including any Renewal Terms) comprehensive general liability insurance with limits of $2,000,000 for bodily injuries or death of persons, and property damage occurring on or with respect to the Leased Premises and Lessor shall

be listed as an additional insured under this policy. Upon request by Lessor, Lessee shall provide to Lessor a certificate of insurance certifying that such insurance coverage is in effect and the certificate shall provide that the insurance company shall not terminate or modify the coverage without providing at least ten (10) days prior written notice to Lessor.

c. Lessee shall maintain in full force and effect such property and casualty insurance in amounts reasonably necessary to repair or replace the Tower and other improvements made or added to the Leased Premises by Lessee.

d. Lessor and Lessee agree that the insurance policies described above shall contain an appropriate waiver of subrogation clause for the benefit of each other.

7. **Destruction of the Tower.** In the event the Tower is totally demolished or substantially destroyed as a result of any casualty, then Lessee may, at its sole option, rebuild the Tower or terminate this Lease. If Lessee decides to rebuild the Tower, Lessee may construct and maintain on the Leased Premises a temporary tower or other structure in order to continue its Tower Business. Lessee shall remove such temporary or other structure and rebuild the Tower within ninety (90) days after receipt by Lessee of all necessary governmental approvals and materials for reconstruction of the Tower. If Lessee elects to terminate the Lease, then Lessee shall give written notice to Lessor of its election to terminate the Lease within thirty (30) days after the casualty and the Lease shall terminate effective as of the date of such notice.

8. **Assignment.** Lessee may assign or transfer this Lease only with the prior written consent of Lessor and such consent shall not be unreasonably withheld or delayed.

9. **Default by Lessee.** A default by Lessee will have occurred under this Lease if any one or more of the following has occurred:

a. Lessee fails to pay the full amount of any installment of rent when due and Lessee has not paid such amount within fifteen (15) days after receipt of notice of default from Lessor; or

b. Lessee fails to observe or perform any provision of this Lease for thirty (30) days after Lessor has given Lessee written notice of the nature of Lessee's failure; or

c. Lessee files a petition in bankruptcy or Lessee seeks the appointment of a receiver under state law or Lessee consents to or acquiesces in such a petition

or appointment of a receiver or liquidator, or Lessee makes an assignment for the benefit of creditors; or

d. Lessee admits its inability to pay debts as they become due, or Lessee fails to obtain a dismissal of any petition under the bankruptcy law or for a receiver or liquidator under state law within thirty (30) days after the commencement of that proceeding; or

e. Lessee permanently discontinues use of or abandons the Tower or vacates the Leased Premises.

10. **Remedies of Lessor for Default by Lessee.** Upon Lessee's default, in addition to all other rights or remedies available at law or in equity, Lessor may terminate this Lease and Lessee shall remove the fence and Storage Buildings and the Tower to five (5) feet below grade and restore the Site to a reasonably even grade, unless at Lessor's option, Lessor has provided written notice to Lessee within fifteen (15) days after giving Lessee notice of default of Lessor's desire that the Tower remain on the Land, in which case Lessee shall have no obligation to remove the fence, Storage Buildings and the Tower and the fence, Storage Buildings and the Tower shall become the property of Lessor. In the event of Lessee's default and if so requested by Lessee at the time of such default, Lessor shall mail written notice of such default to Lessee's lender to the address provided by Lessee.

11. **Taxes.** Lessee agrees to pay all taxes assessed against the Tower, the Storage Buildings, or other improvements or property owned by Lessee or any of the Lessee's tenants. Lessor shall be responsible for all real estate taxes imposed upon the Leased Premises except to the extent of any taxes attributable to the presence of the Tower or the Storage Buildings on the Leased Premises.

12. **[THIS SECTION IS INTENTIONALLY LEFT BLANK.]**

13. **Property of Lessee and Its Tenants.** The Tower, the Storage Buildings, and the radio and communications equipment owned by Lessee or Lessee's tenants shall at all times remain personal property and shall not be considered fixtures or otherwise be considered permanently installed on or in the Leased Premises. Upon expiration of the Lease, Lessee shall promptly remove the Tower to five (5) feet below grade and restore the Site to a reasonably even grade, unless at Lessor's option, Lessor has provided written notice to Lessee within thirty (30) days prior to the expiration of the Lease of Lessee's desire that the Tower remain on the Land, in which case Lessee shall have no obligation to remove the Tower, and the Tower shall become the property of Lessor.

14. **Covenants by Lessee to Comply with Laws.** Lessee covenants and agrees that it shall at all times comply with all laws with respect to its possession of the Leased Premises and the operation of its Tower Business on the Leased Premises. Without otherwise limiting the foregoing, Lessee shall at all times comply with the Environmental Laws and the requirements of the Federal Communications Commission ("FCC") with respect to its possession of the Leased Premises and the operation of its Tower Business.

15. **Indemnification.**

a. Lessee agrees to indemnify and hold Lessor harmless from and against any and all injuries or damage to property as a result of the ownership, construction and maintenance of the Tower by Lessee and Lessee's operation of the Tower Business; provided, however, Lessee shall not be obligated to indemnify Lessor in the event the injuries or property damage are caused by the negligence or willful misconduct of Lessor.

b. Lessor agrees to indemnify and hold Lessee harmless from and against any and all injuries or damage to property as a result of the ownership of the Leased Premises by Lessor and the operation of any business or commercial activities by Lessor, or its invitees or its tenants or others having possession of the Leased Premises (other than Lessee and its tenants); provided, however, that Lessor shall not be obligated to indemnify Lessee in the event the injuries or property damage are caused by the negligence or willful misconduct of Lessee or its tenants.

16. **Conditions Precedent to Lessee's Obligations.** Lessee's obligations under this Lease are subject to the completion and satisfaction, at Lessee's sole cost and expense, of the following conditions precedent ("Conditions Precedent"):

a. The receipt by Lessee of a leasehold title insurance policy insuring Lessee's leasehold interest in the Leased Premises. Lessee's obligations under this Lease are conditioned upon Lessee's satisfaction, in its sole discretion, with the status of the title to the Leased Premises and the approval by Lessee of the title insurance policy which insures in Lessee its leasehold interest free and clear of any liens, encumbrances, or exceptions other than those which do not interfere with Lessee's intended Tower Business.

b. The receipt by Lessee of a land survey of the Leased Premises ("Survey"). Lessee's obligations hereunder are subject to Lessee's approval, in its sole discretion, of the Survey.

c. If as a result of the leasehold title insurance policy or otherwise it is disclosed there is a mortgage on the Leased Premises, then the mortgagee must execute a non-disturbance agreement in form acceptable to Lessee which assures Lessee of its right to possess the Leased Premises in the event of default on the mortgage.

d. Lessee's satisfaction, in its sole discretion, of the condition of the Leased Premises, including without limitation, the environmental condition of the Leased Premises and the suitability of installing the Tower on the Leased Premises.

e. The determination by Lessee, in its sole discretion, that the Leased Premises are properly zoned to allow Lessee to operate its Tower Business, including without limitation the construction of the Tower on the Leased Premises.

f. The receipt by Lessee of all necessary permits, approvals, consents, and licenses from any applicable governmental authorities or agencies to allow Lessee to operate it Tower Business.

g. Lessor's written approval of the location of the Leased Premises as shown on the Survey and of all construction plans for the Tower, Storage Buildings, landscaping and fencing, which approval shall not be unreasonably withheld.

h. Lessee's execution of a sublease with a communications carrier for space on the Tower for a minimum initial term of five (5) years.

Lessor shall reasonably cooperate with and assist Lessee in causing the Conditions Precedent to be completed and satisfied, and including without limitation, Lessor shall execute such documents and otherwise cooperate with and assist Lessee in obtaining the title insurance, the Survey, soil tests, environmental tests, and any necessary permits, approvals, consents and licenses from any applicable governmental authorities or agencies (including proper zoning classification).

17. **Completion and Satisfaction of Conditions Precedent and Effective Date.**

a. The Effective Date of this Lease shall be the date that Lessee gives written notice to the Lessor that all the Conditions Precedent have been completed, satisfied or waived ("Notice of Effectiveness"). Subject to the provisions below, if Lessee has not given the Notice of Effectiveness to Lessor within six (6) months after the date of execution of this Lease, then this Lease shall terminate and Lessee and Lessor shall have no further liability to each other as a result of such termination.

b. Within three (3) months after the date of execution of this Lease, Lessee shall give written notice to Lessor as to the status of the completion of the Conditions Precedent. If within such time period the Conditions Precedent have been completed, then Lessee shall promptly give to Lessor the Notice of Effectiveness. If the Conditions Precedent have not been completed within such three (3) month period, then Lessee shall so notify Lessor and Lessee shall have up to three (3) additional months to determine whether the Conditions Precedent have been completed. Lessee shall use its reasonable best efforts to cause the Conditions Precedent to be completed and fulfilled.

c. If at any time during the six (6) month period after execution of this Lease the Lessee determines that the Conditions Precedent will not be completed, then Lessee shall promptly so notify the Lessor and this Lease shall terminate and Lessee and Lessor shall have no further liability to each other as a result of such termination.

18. **Information and Documents to be Provided by Lessor and Lessee's Right of Access to Leased Premises.** Upon execution of this Lease, Lessor shall deliver to Lessee copies of any environmental audits, surveys, or other reports or studies of the Leased Premises in Lessor's possession. Upon execution of this Lease, Lessee (and its agents) may enter upon the Leased Premises for purposes of obtaining the Survey, conducting soil tests, performing environmental studies, inspecting the Leased Premises, and otherwise conducting such other tests as it deems necessary or desirable for purposes of determining the suitability of operating its Tower Business on the Leased Premises.

19. **Site Preparation and Nextel Credit.**

a. As soon as practicable after the Effective Date of this Lease, Lessee shall expand the concrete pad of the existing recycling area located on the Land to accommodate the installation of a second recycling bin in the recycling area. The size and specifications of such expansion shall be as set forth in Lessor's letter to Lessee dated _____, 1998, attached hereto as Exhibit D.

b. On the condition that Nextel enters into a sublease with Lessee to lease space on the Tower for a minimum initial term of five (5) years and with four (4) automatic renewal terms of five (5) years each and in such sublease agrees to give Lessee a credit towards products and services offered by Nextel, Lessee shall make a payment in the amount of such credit up to a maximum of Ten Thousand and No/100 Dollars ($10,000.00) to Lessor by the later of (1) thirty (30) days after the execution of the such sublease, and (2) the Effective Date of this Lease.

20. **License.** During the Term or any Renewal Term of this Lease, Lessor may install, maintain, and operate no more than two (2) antennas, related transmitters, cables, wiring or other related communications equipment in the Storage Buildings and on the Tower at a location on the Tower and in the Storage Buildings to be determined by Lessee. All of Lessor's installation and maintenance work shall be performed at Lessor's sole cost and expense and in a good and workmanlike manner. Lessor shall pay for the utilities it consumes in its operation of its communications equipment at the rate charged by the servicing utility company. Lessor shall operate its communications equipment in a manner that will not cause interference to Lessee and its tenants. All operations by Lessor shall be in compliance with all FCC requirements. If personal property taxes are assessed, Lessor shall pay any portion of such taxes directly attributable to its communications equipment. Upon termination of this Lease, Lessor shall promptly remove all of its communications equipment from the Tower and Storage Buildings. Lessor may not assign, or otherwise transfer all or any part of its interest under this Section 20.

21. **Miscellaneous.**

a. **Benefit of Parties.** All of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, entities, and heirs.

b. **Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Lease shall be in writing, and delivery shall be sufficient in all respects if delivered personally or by registered or certified mail, postage prepaid, or by fax, or by private courier, addressed as follows:

If to Lessor:

1595 East 86th Street
Indianapolis, IN 46240

If to Lessee:

2602 Cass Street
P.O. Box 8096
Fort Wayne, IN 46898-8096

or to such other address as may be specified in writing by any of the above.

d. **Entire Agreement.** This Lease, including the Exhibits attached hereto and any documents or agreements specifically referred to herein, contain the entire understanding of the parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants, agreements or undertakings other than those expressly set forth or provided for in this Lease. This Lease supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby.

e. **Governing Law.** This Lease shall be governed by and construed and enforced according to the laws of the state where the Leased Premises are located. If any provision hereof is held to be invalid or unenforceable, it shall be enforceable to the fullest extent allowed by law and the remainder of this Lease shall continue in full force and effect.

f. **Construction of Lease.** For purposes of interpreting and construing this Lease, no party shall be considered the drafter of the Lease.

g. **Memorandum of Lease.** At Lessee's request, Lessor shall execute a recordable Memorandum of this Lease, a title affidavit, and such other documents reasonably requested by Lessee as may be necessary to protect Lessee's leasehold interest.

h. **Prevailing Party.** In any litigation between the parties involving a dispute over this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and litigation expenses from the other non-prevailing party.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the first date set forth above.

LESSOR:	LESSEE:
CIVIL TOWNSHIP OF WASHINGTON, MARION COUNTY, INDIANA	VERTICAL REALESTATE, INC.
By: _____	By: _____
Gwendolyn M. Horth, Trustee	Jack Buck, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of June, 1998, personally appeared Jack Buck, the President of Vertical RealEstate, Inc., and acknowledged the execution of the above and foregoing Land Lease and Easement Agreement on behalf of said corporation.

WITNESS my hand and notarial seal.

My Commission Expires:

4-14-2008

Eva B. Bradley
Notary Public's Signature

Eva B. Bradley
Notary Public's Printed Name

Resident of Allen County, Indiana.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said county and state, this 28th day of May, 1998, personally appeared Gwendolyn M. Horth, Trustee of the Civil Township of Washington, Marion County, Indiana, and acknowledged the execution of the above and foregoing Land Lease and Easement Agreement to be her voluntary act and deed for the uses and purposes therein set forth.

My Commission expires:

1-22-99

Diane L. Cope
Notary Public's Signature

Diane L. Cope
Notary Public's Printed Name

Resident of Hendricks County, Indiana.

THIS INSTRUMENT prepared by David R. Steiner, Attorney at Law, Barrett & McNagny, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263

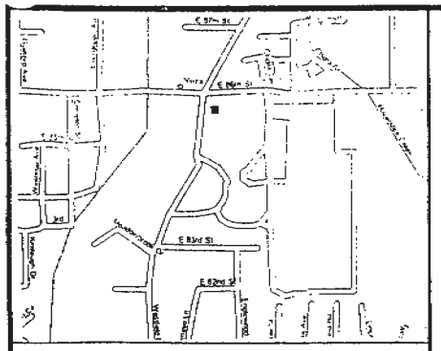
Exhibit A

Legal Description
(Administration Building Site)

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East in Marion County, Indiana, described as follows:

Beginning on the North line of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East 220.00 feet North 90 degrees 00 minutes 00 seconds West (assumed bearing) of the Northeast corner of the Northwest Quarter of said Northeast Quarter; thence South 00 degrees 47 minutes 27 seconds East parallel with the East line of the Northwest Quarter of said Northeast Quarter 215.00 feet; thence South 90 degrees 00 minutes 00 seconds East parallel with the North line of said Northeast Quarter 115.00 feet; thence South 60 degrees 22 minutes 11 seconds East 86.97 feet to a point that is 30.00 feet West of the East line of the Northwest Quarter of said Northeast Quarter and 258.00 feet South of the North line of said Northeast Quarter; thence South 00 degrees 47 minutes 27 seconds East parallel with the East line of the Northwest Quarter of said Northeast Quarter 97.65 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the North line of said Northeast Quarter 116.68 feet; thence South 00 degrees 00 minutes 27 seconds East 36.85 feet to the South line of real estate conveyed to the Metropolitan School District of Washington Township by a Warranty Deed recorded as Instrument #7891 in Deed record 1736 in the Office of the Recorder of Marion County, Indiana; thence South 90 degrees 00 minutes 00 seconds West on said South line 110.63 feet; thence North 45 degrees 13 minutes 15 seconds West 58.38 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the North line of said Northeast Quarter 54.02 feet to the West line of said Washington Township School District real estate; thence North 00 degrees 47 minutes 27 seconds West on said West line 351.37 feet to the North line of said Northeast Quarter; thence North 90 degrees 00 minutes 00 seconds East on said North line 132.70 feet to the Beginning Point; containing 1.764 acres, more or less.

CONCEPTUAL SITE PLAN

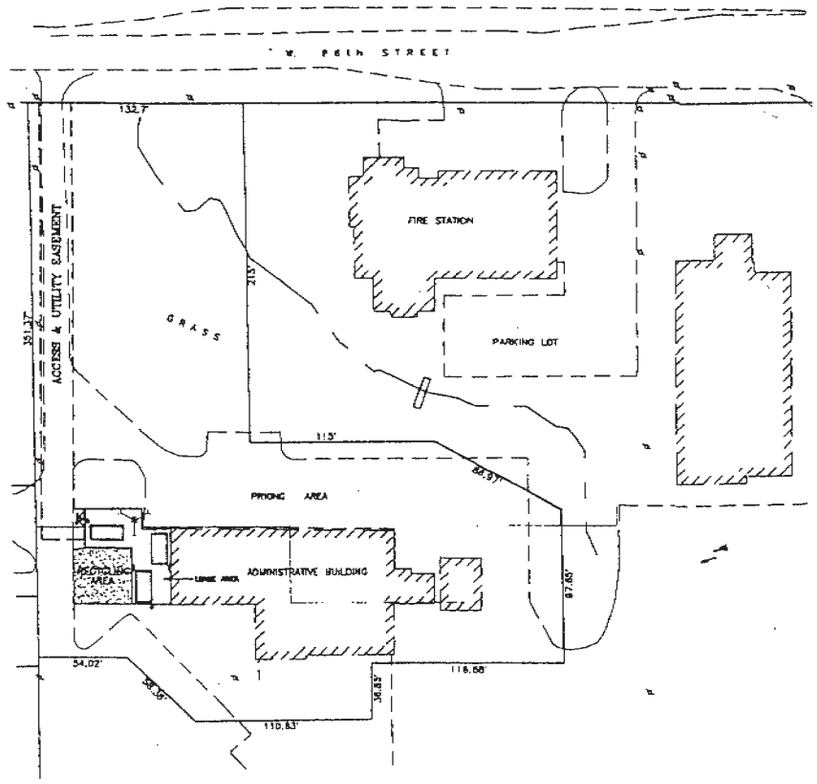


LOCATION MAP - ■

RANGELINE ROAD

LEGEND

- POWER POLE
- GUY WIRE
- FIRE HYDRANT
- C.L.F. CHAIN LINK FENCE
- M.H. MANHOLE
- LIGHT STANDARD
- SIGN
- TREE
- FENCE LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- G UNDERGROUND GAS LINE
- W WATER LINE
- O.E. OVERHEAD ELECTRIC LINE
- O.T. OVERHEAD TELEPHONE LINE
- R.O.W. RIGHT OF WAY
- BTS BASE TRANSCEIVER STATION
- PPC POWER PROTECTION CABINET



TOWER GEODETIC LOCATION
LATITUDE 39° 54' 43" N
LONGITUDE 86° 07' 58" W
(USGS)
GROUND ELEVATION 775' +/-

Exhibit C - Rent
Land Lease and Easement Agreement
(Civil Township of Washington, Marion County, Indiana - Admin. Bldg. Site)

1. **Original Term.** During the original Term (years 1-5), the annual rent will be (i) $9,000.00 per year plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

2. **Renewal Term #1.** During the first Renewal Term (years 6-10), the annual rent will be (i) $10,800.00 per year, plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

3. **Renewal Term #2.** During the second Renewal Term (years 11-15), the annual rent will be (i) $12,960.00 per year, plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

4. **Renewal Term #3.** During the third Renewal Term (years 16-20), the annual rent will be (i) $15,552.00 per year, plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

5. **Renewal Term #4.** During the fourth Renewal Term (years 21-25), the annual rent will be (i) $18,662.40 per year, plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

6. **Renewal Term #5.** During the fifth Renewal Term (years 26-30), the annual rent will be (i) $22,394.88 per year, plus (ii) the Additional Rent (as defined below), paid in equal monthly installments.

7. **Additional Rent.** For purposes of this Exhibit C, "Additional Rent" means as follows:

   a. Lessee intends to construct a Tower on the Leased Premises and to lease space on the Tower to third party communication companies ("Tenants").

   b. The gross rentals and all forms of income actually received by Lessee (and its successors) from Tenants may be referred to as the "Gross Rentals."

   c. A "Lease Year" means the twelve (12) month period of time beginning on the Effective Date (and the subsequent anniversary dates thereof) of each year and ending twelve (12) months thereafter.

   d. "Additional Rent" means 10% of the Gross Rentals received by Lessee in a Lease Year.

   e. Within twenty (20) days after the end of any Lease Year, Lessee shall certify in writing to Lessor the Gross Rentals for such Lease Year from each Tenant and shall simultaneously deliver the Additional Rent payable, if any. Within twenty (20) days after receipt of Lessee's written certification, Lessor may, at Lessor's sole cost and expense, have

an audit of Lessee's records relating to Gross Rentals for such Lease Year made by a certified public accountant acceptable to Lessee to verify the amount of such Gross Rentals. The Additional Rent payable shall be adjusted according to the Gross Rentals determined by such audit. Notwithstanding the foregoing, if the Gross Rentals certified by Lessee are less than the Gross Rentals determined by such audit by more than 5%, Lessee shall also reimburse Lessor for the cost of such audit.