4

IMAGE/COPY PROPERTY OF MARION COUNTY, INFORMATIONAL ONLY NOT FOR SALE

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 19 day of January, 1999, by and between the Civil Township of Washington, Marion County, Indiana, ("Lessor") and Vertical RealEstate, Inc., an Indiana corporation ("Lessee") under the following circumstances:

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into, as of the 3rd day of December, 1998, a Land Lease and Easement Agreement comprised of sixteen (16) pages, including exhibits ("Lease").

NOW, THEREFORE, the parties agree as follows:

1. Lessor, in consideration of the covenants, terms, and conditions contained in the Lease, does hereby lease to Lessee all of the real property and easements and appurtenances pertaining thereto located in Marion County, Indiana, which real property is more particularly described in the legal description attached hereto as Exhibit A (the "Property").

2. The initial term on the Lease is for a period of five (5) years commencing on January ___, 1999. The term of the Lease shall automatically renew for five (5) additional, successive and consecutive periods of five (5) years each ("Renewal Terms"), subject to termination by Lessee in accordance with the terms of the Lease. The Property may be used by Lessee for the purpose of installing, constructing and maintaining a communications tower, equipment, and storage buildings on the Property and leasing space on the tower to third parties engaged in the communications business.

3. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the Property shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and conditions of the Lease. Nothing contained herein shall be deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year set forth above.

139503.2

01/19/99 09:13AM WANDA MARTIN MARION CTY RECORDER CJP 15.00 PAGES: 4

Inst # 1999-0009698

LESSOR:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: _____
Gwendolyn M. Horth, Trustee

LESSEE:

VERTICAL REALESTATE, INC.

By: _____
Jack Buck, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion

Before me, the undersigned, a Notary Public in and for said county and state, this 19 day of January, 1999, personally appeared Gwendolyn M. Horth, known to me to be the Trustee of the Civil Township of Washington, Marion County, Indiana, and acknowledged the execution of the above and foregoing Memorandum of Lease to be her voluntary act and deed on behalf of the Township for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

1-22-99

Diane Cope
Notary Public's Signature

Diane Cope
Notary Public's Printed Name

Resident of Hendricks County, Indiana

PROPERTY OF MARION COUNTY ASSESSOR
VERIFICATION FOR LICENSE ONLY
NOT FOR RESALE, IC 36-2-7-10

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of January, 1998, personally appeared Jack Buck, the President of Vertical RealEstate, Inc., and acknowledged the execution of the above and foregoing Memorandum of Lease to be his voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

AUG. 31, 2001

Notary Public's Signature

DAVID R. STEINER

Notary Public's Printed Name

Resident of ALLEN 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.

When Recorded Return to: David R. Steiner, Esq.
Barrett & McNagny
P.O. Box 2263
Fort Wayne, IN 46801-2263

EXHIBIT A

Leasehold Estate

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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, thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, 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 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 second West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning, containing 0.04 acre, more or less.

Access And Utility Easement

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of the Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, a distance of 42.76 feet to the intersection of said West line and the South right of way line of East 86th Street, being also the Point of Beginning; thence continuing South 00 degrees 03 minutes 28 seconds East on said West line, 272.85 feet; thence North 89 degrees 32 minutes 01 second West 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 284.99 feet to the South right of way line of East 86th Street; thence South 63 degrees 43 minutes 58 seconds East on South right of way line, 27.89 feet to the Point of Beginning.

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ASSIGNMENT AND ASSUMPTION OF LEASE

NORA TOWER

This Assignment and Assumption of Lease (this "Assignment") is made effective the 12 day of December, 2003 ("Effective Date"), by and between **VERTICAL REALESTATE, INC.**, an Indiana corporation ("**Assignor**"), and **LATTICE COMMUNICATIONS, LLC**, a Delaware limited liability company ("**Assignee**"), under the following circumstances:

A. Assignor is the "Lessee" under that certain lease and any amendments thereto (the "Lease), by and between Assignor and the Civil Township of Washington, Marion County, Indiana (whether one or more, "**Landlord**") in connection with certain premises, as more particularly described in the Memorandum of Lease attached hereto as Exhibit A (the "Leased Premises").

B. Assignor desires to assign all of Assignor's right, title, interest and obligations in and to the Lease to Assignee under the terms and conditions set forth hereunder.

C. Assignee desires to be assigned all of Assignor's right, title and interest in the Lease and to assume Assignor's obligations thereunder.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Assignor, for and in consideration of One Dollar ($1.00) and other valuable consideration paid in hand by Assignee, hereby assigns all of its right, title and interest in and to the aforementioned Lease for the remaining term thereof to Assignee, its successors and assigns.

2. Assignee accepts the foregoing assignment and, in consideration of the Assignment, hereby agrees for itself, its successors and assignees that it will faithfully perform, discharge and fulfill all of Assignor's obligations under the Lease, including the obligation to pay rent to Landlord as described therein.

3. Assignor indemnifies and agrees to hold Assignee harmless from all fees, charges, expenses, liabilities, claims, costs, damages and other liabilities of any kind or nature, including all reasonable attorney fees, which Assignee pays or incurs in connection with obligations arising out of or in any way connected with circumstances which occurred prior to or on the Effective Date.

4. Assignee indemnifies and agrees to hold Assignor harmless from all fees, charges, expenses, liabilities, claims, costs, damages and other liabilities of any kind or nature, including all reasonable attorney fees, which Assignor pays or incurs in connection with obligations arising out of or in any way connected with circumstances which occurred after the Effective Date.

[redacted]

6. This Assignment may be executed in counterparts, and all such executed counterparts shall constitute the same document.

12/26/03 09:37AM NANDA MARTIN MARION CTY RECORDER DJS 22.00 PAGES: 7
Inst # 2003-0273582
12/26/03 09:37AM NANDA MARTIN MARION CTY RECORDER DJS 22.00 PAGES: 7

The parties have executed this Assignment as of the date set forth above.

Assignor:

VERTICAL REALESTATE, INC.,
an Indiana corporation

By: Jack Buck
Name: Jack Buck
Its: President

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was signed, sworn to and acknowledged before me this 11th day of December 2003 by Jack Buck, President of Vertical RealEstate, Inc., an Indiana corporation, on behalf of the corporation.

Notary Public
Commission Expires: September 4, 2006

NOTARY PUBLIC STATE OF OHIO

CATHERINE E. WINTERS
Notary Public, State of Ohio
My Commission Expires
September 4, 2006

(Signatures Continued On Next Page)

IMAGE/COPY PROPERTY OF MARION COUNTY FOR RESALE, IC 36-2-7-10

Assignee:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: R. Dean Meiszer
Name: R. Dean Meiszer
Its: Chief Executive Officer

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was signed, sworn to and acknowledged before me this 11th day of December 2003 by R. Dean Meiszer, the Chief Executive Officer of Lattice Communications, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Commission Expires: September 4, 2006

NOTARY PUBLIC STATE OF OHIO

CATHERINE E. WINTERS
Notary Public, State of Ohio
My Commission Expires
September 4, 2006

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

NOA

4

Exhibit A

10

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 19 day of January, 1999, by and between the Civil Township of Washington, Marion County, Indiana, ("Lessor") and Vertical RealEstate, Inc., an Indiana corporation ("Lessee") under the following circumstances:

WITNESSETH:

WHEREAS, Lessor and Lessee entered into, as of the 3rd day of December, 1998, a Land Lease and Easement Agreement comprised of sixteen (16) pages, including exhibits ("Lease").

NOW, THEREFORE, the parties agree as follows:

1. Lessor, in consideration of the covenants, terms, and conditions contained in the Lease, does hereby lease to Lessee all of the real property and easements and appurtenances pertaining thereto located in Marion County, Indiana, which real property is more particularly described in the legal description attached hereto as Exhibit A (the "Property").

2. The initial term on the Lease is for a period of five (5) years commencing on January ___, 1999. The term of the Lease shall automatically renew for five (5) additional, successive and consecutive periods of five (5) years each ("Renewal Terms"), subject to termination by Lessee in accordance with the terms of the Lease. The Property may be used by Lessee for the purpose of installing, constructing and maintaining a communications tower, equipment, and storage buildings on the Property and leasing space on the tower to third parties engaged in the communications business.

3. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the Property shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and conditions of the Lease. Nothing contained herein shall be deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year set forth above.

139503.2

01/19/99 09:13AM WANDA MARTIN MARION CTY RECORDER CJP 15.00 PAGES: 4

Inst # 1999-0009698

LESSOR:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: _____
Gwendolyn M. Horth, Trustee

LESSEE:

VERTICAL REALESTATE, INC.

By: _____
Jack Buck, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said county and state, this 14 day of January, 1999, personally appeared Gwendolyn M. Horth, known to me to be the Trustee of the Civil Township of Washington, Marion County, Indiana, and acknowledged the execution of the above and foregoing Memorandum of Lease to be her voluntary act and deed on behalf of the Township for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

1-22-99

_____
Notary Public's Signature

Diane Cope
Notary Public's Printed Name

Resident of Hendricks County, Indiana.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of January, 1998, personally appeared Jack Buck, the President of Vertical RealEstate, Inc., and acknowledged the execution of the above and foregoing Memorandum of Lease to be his voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

Aug. 31, 2001

Notary Public's Signature

DAVID R. STEINER
Notary Public's Printed Name

Resident of ALLEN 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.

When Recorded Return to: David R. Steiner, Esq.
Barrett & McNagny
P.O. Box 2263
Fort Wayne, IN 46801-2263

EXHIBIT A

Leasehold Estate

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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, thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, 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 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 second West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning, containing 0.04 acre, more or less.

Access And Utility Easement

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of the Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, a distance of 42.76 feet to the intersection of said West line and the South right of way line of East 86th Street, being also the Point of Beginning; thence continuing South 00 degrees 03 minutes 28 seconds East on said West line, 272.85 feet; thence North 89 degrees 32 minutes 01 second West 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 284.99 feet to the South right of way line of East 86th Street; thence South 63 degrees 43 minutes 58 seconds East on South right of way line, 27.89 feet to the Point of Beginning.

3

(1)

Prepared by and when recorded return to:
Brian P. Cain, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339-5911

Site Name: Nora, Indiana

Cross Reference: Instrument No. **99-9698**
Marion County, Indiana records;
Instrument No. **2003-273523**
Marion County, Indiana records.

IMAGE COPY PROPERTY OF MARION COUNTY, INDIANA RECORDER ONLY FOR ARCHIVAL USE

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("**Bill of Sale**") is entered into as of December 30, 2004, by and between **LATTICE COMMUNICATIONS, LLC**, a Delaware limited liability company, with an address of 441 Vine Street, Suite 3900, Cincinnati, Ohio 45202 ("**Seller**"), and **PINNACLE TOWERS ACQUISITION LLC**, a Delaware limited liability company, with an address of 301 N. Cattlemen Road, Sarasota, Florida 34232 ("**Purchaser**"), pursuant to that certain Asset Purchase Agreement dated as of July 29, 2004, between Purchaser and Seller (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

Seller desires to assign, transfer, convey and deliver to Purchaser all right, title and interest of Seller in and to the Tower Assets (as defined in the Purchase Agreement) in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby assigns, transfers, conveys, sells and delivers to Purchaser all of its rights, title and interest in and to (i) that certain Land Lease and Easement Agreement by and between Civil Township of Washington, Marion County, Indiana, as Lessor, and Vertical RealEstate, Inc., as Lessee, dated May 28, 1998, as evidenced by that certain Memorandum of Lease between Civil Township of Washington, Marion County, Indiana, as Lessor, and Vertical RealEstate, Inc., as Lessee, dated January 19, 1999, recorded January 19, 1999, as **Instrument No. 99-9698,** Marion County, Indiana records; as assigned by that certain Assignment and Assumption of Lease from Vertical RealEstate, Inc., as Assignor, to Lattice Communications, LLC, as Assignee, dated December 12, 2003, recorded December 26, 2003, as **Instrument No. 2003-273523,** aforesaid records (the "**Ground Lease**"); (ii) all of the tenant leases for the operation and maintenance of antennae and other telecommunications equipment (the "**Tower Leases**") on the communications towers (the "**Towers**") located on the real property that is the subject of the Ground Lease and is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"); (iii) the Towers and all other improvements, buildings, structures, equipment, fixtures and fittings and other Tower Assets (as defined in the Purchase Agreement) located on or used in connection with the Property or the Towers; and (iv) all

02/03/05 01:57PM MANDA MARTIN MARION CTY RECORDER CAN 23.00 PAGES: 7
Inst # 2005-0017616

easements and other rights appurtenant to the Property owned by the Seller (including, without limitation, those regarding access and utilities).

(b) TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever, to its and their own use and benefit.

(c) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser all of the Tower Assets; to institute or prosecute, in the name of Seller or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Tower Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Tower Assets. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

2. Without limiting in any way Purchaser's obligation pursuant to the Purchase Agreement, Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof, all of the obligations of Seller (i) as lessee, pursuant to the terms of the Ground Leases, and (ii) as lessor pursuant to the terms of any and all Tower Leases. Purchaser shall not have any obligation, duty or liability under the Ground Leases or any leases arising or accruing on or before the date hereof.

3. Except as otherwise set forth in the Purchase Agreement, Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary more fully to sell, transfer, assign and convey to and vest in Purchaser the Tower Assets hereby sold, transferred, assigned and conveyed or intended so to be.

4. This Bill of Sale shall not be deemed to supersede or in any way modify any of the provisions of the Purchase Agreement.

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Florida.

INTERGEICO INFORMATION OWNER OR LICENSEE ONLY NOT FOR RESALE IC36-2-10

[*Executions Commence On Next Page*]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: _____
R. Dean Meiszer
Chief Executive Officer

PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: Global Signal Services LLC,
its Manager

By: _____
Ronald Bizick, Executive Vice President

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: _____
R. Dean Meiszer
Chief Executive Officer

PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: Global Signal Services LLC,
its Manager

By: _____
Ronald Bizick, Executive Vice President

STATE OF OHIO
COUNTY OF HAMILTON SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Dean Meiszer the Chief Executive Officer of Lattice Communications, LLC ("Lattice") who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Lattice, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of December, 2004.

My commission expires:

_____

Signature _____
Printed:
_____
Notary Public, Resident of
_____ County,

MICHAEL GERARD DAILEY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

STATE OF _____
COUNTY OF _____ SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Bizick, as Executive Vice President, Corporate Development and Operations of Global Signal Services LLC ("Global"), which is the Manager of Pinnacle Towers Acquisition, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Global, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2004.

My commission expires:

_____

Signature _____
Printed:
_____
Notary Public, Resident of
_____ County, _____

STATE OF OHIO
COUNTY OF HAMILTON SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Dean Meiszer the Chief Executive Officer of Lattice Communications, LLC ("Lattice") who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Lattice, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2004.

My commission expires:

_____

Signature_____
Printed:
_____
Notary Public, Resident of
_____ County, _____

STATE OF Florida
COUNTY OF Sarasota SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Bizick, as Executive Vice President, Corporate Development and Operations of Global Signal Services LLC ("Global"), which is the Manager of Pinnacle Towers Acquisition, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Global, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of December, 2004.

My commission expires:

_____

Signature
Printed:
_____
Notary Public, Resident of
Sarasota County, FL

YVETTE COOLEY
MY COMMISSION EXPIRES
April 15, 2008
#DD291717
Troy Fain Insurance Bonded Thru 800-385-7019
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"

Nora

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

Commencing at a PK Nail found 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 (all bearings in this description are based on Geodetic North) on 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; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, 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 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative Building; thence South 00 degrees 27 minutes 59 seconds West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning.

Together with a non-exclusive easement for access and utility as set out in a Memorandum of Lease dated January 19, 1999 and recorded January 19, 1999 as Instrument No. 99-9698 in the Office of the Recorder of Marion County, Indiana.

A201500135379

12/31/2015 10:17 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: $ 33.50
PAGES: 6
By: DW

IMAGE/COPY OF PROPERTY RECORD
MARION COUNTY INDIANA
NOT OFFICIAL UNTIL SEAL IS ATTACHED
MARION COUNTY, INDIANA
12-7-10

Cross References: Instrument Numbers 1999-0009698, 2003-0273523, 2005-0017616, A201300114530 and A201500133525 in the Office of the Marion County Recorder

AMENDMENT TO MEMORANDUM OF LEASE

This Amendment to Memorandum of Lease (this "**Amendment**") is made and entered into as of the 29th 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 "**Original 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 Original 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 Original 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 conveyed its fee interest in the Land (as defined in the Original Lease) to the City of Indianapolis and Marion County, but reserved its interest in the Lease and certain easements with respect to a communications tower, utilities and access pursuant to that certain Quitclaim Deed recorded on September 19, 2013 as Instrument No. A201300114530 in the Office of the Marion County Recorder, as amended by that certain Amendment to Easement by Reservation per Quitclaim Deed recorded on December 28, 2015 in the Office of the Marion County Recorder.

F. Lessor and Lessee amended the Original Lease pursuant to that certain First Amendment to Land Lease and Easement Agreement, dated on or about the Effective Date (the "**First Amendment**").

TX:40859274
08809018

DW6

G. Lessor and Lessee now desire to amend the Memorandum as set forth below.

AMENDMENT

1. Lease. As used herein, the "**Lease**" refers to the Original Lease, as modified by the First Amendment and as may be further modified from time to time. The Lease is hereby incorporated herein as if set forth in full.

2. Property. Exhibit A of the Memorandum is hereby deleted and replaced with Exhibit A attached hereto.

3. Memorandum. All other terms and conditions of the Memorandum remain unchanged and in full force and effect.

4. Recitals and Exhibits. The recitals above and exhibits attached hereto are hereby incorporated herein as an integral part hereof.

[Signature Pages Follow]

IMAGE/COPY PROPERTY OF MARION COUNTY IN FOR LICENSEE ONLY. NOT FOR RESALE, IC 36-2-7-10

IN WITNESS WHEREOF, the parties have executed this Amendment to Memorandum of Lease on the dates of notarization set forth below to be effective as of the Effective Date.

LESSOR:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: Frank T. Short

Name: FRANK T. SHORT

Title: TRUSTEE

STATE OF INDIANA)
) SS
COUNTY OF MARION)

On this 23 day of December, 2015, before me personally appeared Frank T. Short, the Trustee of the Civil Township of Washington, Marion County, Indiana who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: LISA DURHAM
Notary Public in and for said
County and State

My Commission Expires:

July 7, 2023

LISA A. DURHAM
Notary Public - Seal
State of Indiana
Marion County
My Commission Expires Jul 7, 2023

LESSEE:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

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

By: Brooke Bergsttresser

Name: Brooke Bergsttresser

Title: Real Estate Manager / MWA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

Before me, personally appeared Brooke Bergstresser the Real Estate Manager of Global Signal Services LLC, a Delaware limited liability company and the Manager of Pinnacle Towers Acquisition LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 29th day of December, 2015.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Tara Urcho, Notary Public
Cecil Twp., Washington County
My Commission Expires July 21, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signature Tara Urcho

Printed Tara Urcho
NOTARY PUBLIC

My Commission Expires:
7/21/18

County of Residence:
Washington

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew G. DeLaruelle

This instrument was prepared by Matthew G. DeLaruelle, ICE MILLER LLP, One American Square, Suite 2900, Indianapolis, IN 46282

Exhibit A

Legal Description of the Property

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 284; 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 284, 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.

(5)

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("Grantor"), a school corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("Grantee") of Marion County, in the State of Indiana, for the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Marion County, in the State of Indiana:

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

PROPERTY OF MARION COUNTY AUDITOR
IC 36-2-7-10
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
156740 DEC 15 98

12/15/98 09:42AM JOAN N. ROMERIL MARION CTY RECORDER JSH 18.00 PAGES: 5
Inst # 1998-0221554

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 TO THE BEGINNING POINT (hereinafter "Grantee's Real Estate")

Subject to the lien of current real estate taxes, easements, rights-of-way, covenants, agreements, assessments, conditions and restrictions of record.

Subject to the rights of any person(s) in possession.

Subject to any and all taxes, liens, encumbrances and assessments which are the responsibility of and are to be paid by Grantee, pursuant to a certain Land Contract dated October 7, 1983 and recorded October 11, 1983 as Instrument #83-74609, in the Office of the Recorder of Marion County, Indiana, by and between Grantor as seller, and Grantee as buyer; this Corporate Warranty Deed is executed and delivered pursuant to the payment of the purchase price under said Land Contract.

Grantor hereby certifies there is no Indiana gross income tax due at this time with respect to this transfer.

Grantor, however, reserves unto itself, and Grantee, by its acceptance of the foregoing described conveyance and as evidenced by the recording of this instrument, grants unto Grantor, the following:

1. A perpetual ten foot wide easement for purposes of the installation, repair, maintenance, construction, reconstruction, upkeep and operation of a water service main in, under, across and within a part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East in Marion County, Indiana, the centerline of said easement being more particularly 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, 340.00 FEET NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES 09 MINUTES 04 SECONDS EAST 320.21 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 30 SECONDS EAST 44.34 FEET TO THE END

IMAGE CONTAINED WITHIN MARION COUNTY, INDIANA LICENSEE ONLY, NOT FOR RESALE

OF THE EASEMENT HEREIN DESCRIBED, ON A SOUTH LINE OF THE GRANTEE'S REAL ESTATE.

and said easement herein reserved shall run with the title to the Grantee's Real Estate and the real estate owned by Grantor that is contiguous to the Grantee's Real Estate and said easement shall inure to the benefit and use of Grantor and be binding upon Grantee, their respective grantees, assigns and successors in interest.

and

2. A right of first refusal to purchase Grantee's interest in the Grantee's Real Estate, subject to the following terms and conditions:

(a) Within ten (10) days of Grantee's receipt of a bona fide offer, if any, to purchase the Grantee's Real Estate acceptable to Grantee, Grantee shall deliver a true and complete copy of said offer to Grantor.

(b) Grantor shall have the right to purchase the Grantee's Real Estate on the same terms and conditions as set forth in said offer, provided, however, that Grantor shall have the right to purchase the Grantee's Real Estate at a price that is equal to the lesser of (i) ninety percent (90%) of the then "appraised value" of the Grantee's Real Estate as determined by Grantee's appraisers pursuant to the terms and provisions of IC 36-1-11-1 et seq., the "disposal of property" statute, as hereafter recodified or amended, or (ii) the purchase price stated in said offer. Grantor shall exercise such right of first refusal, if at all, by written notice of exercise delivered to Grantee within thirty (30) days of receipt from Grantee of a true and complete copy of said offer. If Grantor fails to deliver a written notice of exercise of the right of first refusal to Grantee within such thirty (30) day period, Grantor shall conclusively be deemed to have waived its right to such offer, and Grantee shall have the full right and authority to complete the sale on the terms set forth in such offer.

(c) If a sale is not completed in accordance with the terms of the offer to purchase, or if the offer to purchase is modified in any material respect, Grantor's right of first refusal shall be revived and applicable to any subsequent offer received by and acceptable to Grantee during the term of this right of first refusal.

(d) The term of this right of first refusal shall commence immediately and shall expire as to the Grantee's real estate either when Grantor, or its successor school corporation, if any, shall cease to be the owner of real estate contiguous to the Grantee's Real Estate, or as of the date

of the closing of a sale in accordance with the terms of an offer to purchase as to which Grantor has not exercised its right of first refusal, whichever is earlier.

(e) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when and delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

To: Metropolitan School District of Washington Township, Marion County, Indiana (Grantor)
Attention: Superintendent
3801 East 79th Street
Indianapolis, Indiana 46240

To: Washington Township, Marion County, Indiana (Grantee)
Attention: Trustee
1595 East 86th Street
P.O. Box 90293
Indianapolis, IN 46290

or to such other address that may be furnished in writing by one party to the other.

(f) This right of first refusal shall be personal to Grantor and shall not be assignable or transferrable to any entity, except to Grantor's successor school corporation, if any, and shall be binding upon Grantee and its successor governmental agencies.

The address of Grantee's Real Estate is commonly known as 1595 East 86th Street P.O. Box 90293, Indianapolis, Indiana 46290. Tax bills should be sent to Grantee at such address unless otherwise indicated below.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Education of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed this 24th day of November, 1998.

METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP

By: _____
William D. Hammel
President, Board of Education

(SEAL) ATTEST:

Sharon T. Barnett
Sharon T. Barnett
Secretary, Board of Education

STATE OF INDIANA)
) SS: **ACKNOWLEDGMENT**
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State and a resident of MARION County, personally appeared William D. Hammel and Sharon T. Barnett, the President and Secretary, respectively, of the Board of Education of Grantor, who acknowledged the execution of the foregoing Corporate Warranty Deed for and on behalf of Grantor.

Witness my hand and Notarial Seal this 24th day of November, 1998.

My commission expires:
NOVEMBER 13, 2006

Signature Thomas N. Olvey
Printed THOMAS N. OLVEY, Notary Public
Resident of MARION County, Indiana.

This instrument was prepared by Thomas N. Olvey, Attorney at Law, Leagre Chandler & Millard, 1400 First Indiana Plaza, 135 North Pennsylvania Street, Indianapolis, Indiana 46204.

Return deed to The Washington Township Trustee, 1595 East 86th Street, P.O. Box 90293, Indianapolis, IN 46290

Send tax bills to _____
30835

A201300114530

09/19/2013 11:47 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: $ 40.50
PAGES: 8
By: KB

JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR
2013 SEP 19 A 11:48
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

0 79696

IMAGE/COPY PROPERTY OF MARION COUNTY RECORDER

Cross-Reference: Instr. No. A201300005498

QUITCLAIM DEED

This Quitclaim Deed ("**Quitclaim Deed**") is made as of the 17th day of SEPTEMBER 2013 (the "**Effective Date**"), by WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("**Grantor**"), to and in favor of the CITY OF INDIANAPOLIS AND MARION COUNTY ("**Grantee**").

NOW, THEREFORE, Grantor does hereby REMISE, RELEASE and FOREVER QUITCLAIM to Grantee, all of Grantor's right, title and interest in and to that certain real estate located in Marion County, Indiana, and more particularly described in Exhibit A attached hereto and incorporated herein (the "**Real Estate**").

RESERVING unto Grantor (i) a perpetual and non-exclusive easement in gross over the real estate more particularly described in Exhibit B attached hereto and incorporated herein (the "**Tower Easement Area**") for the purpose of installing, constructing and maintaining a communications tower, equipment and storage buildings (the "**Tower Easement**"); (ii) a perpetual and non-exclusive easement in gross for the installation and operation of utility lines and facilities in, on, over, under, through and across that portion of the Real Estate more particularly described in Exhibit C attached hereto and incorporated herein (the "**Tower Utility Easement**"); and (iii) a perpetual and non-exclusive easement in gross in, on, over, through and across all driveways, access ways, entrances, exits and curb cuts now or hereafter located on the Real Estate for the purpose of accessing the Tower Easement (the "**Tower Access Easement**"). Grantor shall have the right to transfer, convey or assign its interest in the Tower Easement, the Tower Utility Easement, and the Tower Access Easement to a third party, and the right to lease space to a third party ("**Lessee**") on the Tower Easement Area for the purposes of installing, constructing and maintaining a communications tower, equipment and storage buildings on the Tower Easement Area. If, at any time, a communications tower and associated equipment shall not be located on the Tower Easement Area for a period of time of at least one hundred eighty (180) days, the Tower Easement and the Tower Access Easement shall be automatically extinguished; provided that Grantor may notify Grantee of the commencement of construction of a new communications tower and associated equipment within such 180-day period, in which instance the Tower Easement and the Tower Access Easement shall continue in existence.

Marion County Assessor
SEP 19 2013
Received - 200

Tx:40271417
8 0 3 6 5 4 7 8

KB (8)

The foregoing conveyance to Grantee is subject to a right of first refusal in favor of the METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("**School**"), to purchase Grantee's interest in the Real Estate, subject to the following terms and conditions:

(a) Within ten (10) days of Grantee's receipt of a bona fide offer, if any, to purchase the Real Estate acceptable to Grantee, Grantee shall deliver a true and complete copy of said offer to School.

(b) School shall have the right to purchase the Real Estate on the same terms and conditions as set forth in said offer, provided, however, that School shall have the right to purchase the Real Estate at a price that is equal to the lesser of (i) ninety percent (90%) of the then "appraised value" of the Real Estate as determined by Grantee's appraisers pursuant to the terms and provisions of I.C. 36-1-11-1 et seq., the "disposal of property" statute, as hereafter recodified or amended, or (ii) the purchase price stated in said offer. School shall exercise such right of first refusal, if at all, by written notice of exercise delivered to Grantee within thirty (30) days of receipt from Grantee of a true and complete copy of said offer. If School fails to deliver a written notice of exercise of the right of first refusal to Grantee within such thirty (30) day period, School shall conclusively be deemed to have waived its right to such offer, and Grantee shall have the full right and authority to complete the sale on the terms set forth in such offer.

(c) If a sale is not completed in accordance with the terms of the offer to purchase, or if the offer to purchase is modified in any material respect, School's right of first refusal shall be revived and applicable to any subsequent offer received by and acceptable to Grantee during the term of this right of first refusal.

(d) The term of this right of first refusal shall commence immediately and shall expire as to the Real Estate either when School, or its successor school corporation, if any, shall cease to be the owner of real estate contiguous to the Real Estate, or as of the date of the closing of a sale in accordance with the terms of an offer to purchase as to which School has not exercised its right of first refusal, whichever is earlier.

(e) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when and delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

To School: Metropolitan School District of Washington Township,
Marion County, Indiana
Attention: Superintendent
8550 Woodfield Crossing Blvd
Indianapolis, IN 46240

INVALID COPY FOR ENTERTAINMENT OR LIFESTYLE USE ONLY. IC 36-7-10

To Grantee: City of Indianapolis and Marion County
c/o Marion County Sheriff's Office
40 S. Alabama St.
Indianapolis, Indiana 46204

(f) This right of first refusal shall be personal to School and shall not be assignable or transferrable to any entity, except to School's successor school corporation, if any, and shall be binding upon Grantee and its successor governmental agencies. Grantee, by acceptance of this Quitclaim Deed, agrees to the terms and conditions of the right of first refusal set forth herein.

(g) Grantee covenants, as part of consideration for this conveyance, that at no time shall Grantee cause any persons in the custody of Grantee as a prisoner (regardless of whether such person is (1) being processed pursuant to an arrest, (2) is awaiting trial or other proceedings, or (3) has been convicted or plead guilty to a crime) to be brought upon or kept at the Real Estate. Grantee further covenants that the Real Estate shall not be used for probation or parole offices if such offices involve persons on probation or parole being brought upon the Real Estate. Grantee agrees that this restrictive covenant is for the benefit of the Metropolitan School District of Washington Township, Indiana (the "**District**"), and its successors and assigns. The District shall have the right to injunctive relief to enforce this restrictive covenant.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Effective Date.

"GRANTOR"

Frank T. Short, as Trustee of Washington Township, Marion County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the above-referenced county and state, personally appeared Frank T. Short, as Trustee of Washington Township, Marion County, Indiana, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 17th day of September, 2013.

Signature Mary Jo Hoff

Printed MARY JO HOFF
NOTARY PUBLIC

My Commission Expires:
9/10/14

County of Residence:
Marion

Send future real estate tax bills to and Grantee's mailing address is:

City of Indianapolis and Marion County
c/o Marion County Sheriff's Office
40 S. Alabama St.
Indianapolis, IN 46204

This instrument was prepared by and return after recording to: Gregory C. Touney, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gregory C. Touney

Exhibit A

Real Estate

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East and further being a part of land recorded and described in Instrument Number 1998-0221554 in the name of Washington Township AND Instrument Number 47467 in Deed Volume 1714, Page 490 in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning on the North line of said North West Quarter of the North East Quarter, at a point distant 30.00 feet West of the North East corner of said Quarter-Quarter Section Line; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 20.37 feet (measured) to the south right of way of 86th Street; thence on and along said right of way South 89 Degrees 14 Minutes 24 Seconds West 176.56 feet to the Point of Beginning of this description; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 105.91 feet; thence South 40 Degrees 12 Minutes 06 Seconds East 71.84 feet; thence South 78 Degrees 32 Minutes 54 Seconds East 93.56 feet on and along the prolongation from an existing curb line from the southeast to the deflection in said curb line; thence on and along said curb line South 89 Degrees 45 Minutes 22 Seconds East 38.55 feet to a point 30.00 feet West of said Quarter-Quarter Section Line; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 153.16 feet; thence South 90 Degrees 00 Minutes 00 Seconds West parallel with the North line of said Northeast Quarter 116.68 feet; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 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 Number 7891 in Deed Record 1736, Page 264-265 in the Office of the Recorder of said County; thence on and along said South Line and parallel with the North line of said Northeast Quarter South 90 Degrees 00 Minutes 00 Seconds West 110.63 feet; thence North 45 Degrees 13 Minutes 15 Seconds West 58.38 feet; thence parallel with the North line of said Northeast Quarter North 90 Degrees 00 Minutes 00 Seconds West 54.02 feet (measured) to the West line of said Washington Township real estate; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line North 00 Degrees 47 Minutes 27 Seconds West on said West line 308.66 feet to the South Line of land described in Instrument Number 870093014 conveyed to the City of Indianapolis; thence on and along the southerly boundary of said land the following five (5) measured distances: thence South 66 Degrees 08 Minutes 25 Seconds East 23.75 feet; thence South 00 Degrees 47 Minutes 01 Seconds East 25.00 feet; thence North 62 Degrees 39 Minutes 05 Seconds East 44.72 feet; thence North 00 Degrees 47 Minutes 01 Seconds West 5.00 feet; thence North 57 Degrees 23 Minutes 33 Seconds East 52.96 feet to the south right of way of 86th Street; thence on and along said right of way North 89 Degrees 14 Minutes 24 Seconds East 40.52 feet to the Point of Beginning containing 1.846 acres; more or less.

Including the following:

A perpetual ten foot wide easement for purposes of the installation, repair, maintenance, construction, reconstruction, upkeep and operation of a water service main in, under, across and within a part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17

North, Range 3 East in Marion County, Indiana, the centerline of said easement being more particularly 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 340.00 feet North 90 Degrees 00 Minutes 00 Seconds West (Assumed Bearing) of the Northeast Corner thereof; thence South 01 Degrees 09 Minutes 04 Seconds East 320.21 feet; thence South 45 Degrees 17 Minutes 30 Seconds East 44.34 feet to the end of the easement herein described, on a south line of the grantee's real estate.

Excepting the following:

Land conveyed from Washington Township to the Consolidated City of Indianapolis as recorded in Instrument Number 870093014 being:

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

Commencing at the northeast corner of said quarter quarter section; thence North 89 degrees 15 minutes 46 seconds West 352.70 feet along the north line of said section to the northwest corner of the owner's land; thence South 00 degrees 13 minutes 51 seconds East 24.65 feet along the west line of the owner's land to the south boundary of 86th street and the point of beginning of this description: thence North 89 degrees 48 minutes 00 seconds East 102.01 feet along the boundary of said 86th Street; thence along said boundary Easterly 4.58 feet along an arc to the right and having a radius of 98,171.34 feet and subtended by a long chord having a bearing of North 89 degrees 48 minutes 05 seconds East and a length of 4.58 feet; thence South 58 degrees 07 minutes 49 seconds West 52.96 feet; thence South 00 degrees 02 minutes 45 seconds East 5.00 feet; thence South 63 degrees 23 minutes 21 seconds West 44.72 feet; thence North 00 degrees 02 minutes 45 seconds West 25.00 feet; thence North 65 degrees 23 minutes 34 seconds West 23.68 feet to the west line of the owner's land; thence North 00 degrees 13 minutes 51 seconds West 17.76 feet along said west line to the point of beginning and containing 0.065 acres, more or less.

Exhibit B

Tower Easement

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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, thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the west line of said real estate in Deed Volume 1736, page 264, 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 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 second West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning, containing 0.04 acre more or less.

Exhibit C

Tower Utility Easement

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

Commencing at a PK Nail found 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 (all bearing in this description are based on Geodetic North) on 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; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of the Northwest Quarter of the Northeast Quarter, on the west line of said real estate in Deed Volume 1736, page 264, a distance of 42.76 feet to the intersection of said West line and the South right of way line of East 86th Street, being also the Point of Beginning; thence continuing South 00 degrees 03 minutes 28 seconds East on said West line, 272.85 feet; thence North 89 degrees 32 minutes 01 second West 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 284.99 feet to the South right of way line of East 86th Street; thence South 63 degrees 43 minutes 58 seconds East on South right of way line, 27.89 feet to the Point of Beginning.

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12/28/2015 3:16 PM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: $ 32.50
PAGES: 6
By: MC

IMAGE/COPY PROPERTY OF MARION COUNTY, INC. LICENSED FOR NON-COMMERCIAL USE ONLY. NO RESALE. 12-7-10

Cross References: Instrument Nos. 1999-0009698, 2003-0273523, 2005-0017616 and A201300114530

AMENDMENT TO EASEMENT BY RESERVATION PER QUITCLAIM DEED

This Amendment to Easement by Reservation Per Quitclaim Deed (the "Amendment") is made as of this 23rd day of December 2015, by and between Washington Township, Marion County, Indiana ("Washington Township") and the City of Indianapolis and Marion County (the "City").

RECITALS

A. Pursuant to that certain Quitclaim Deed dated September 17, 2013 and recorded on September 19, 2013 as Instrument No. A201300114530 in the Office of the Recorder of Marion County, Indiana (the "Quitclaim Deed"), entered into by Washington Township as Grantor in favor to the City as Grantee, Washington Township conveyed certain real estate (the "Real Estate") as described in Exhibit A attached thereto to the City.

B. The Quitclaim Deed reserved to Washington Township a perpetual and non-exclusive easement in gross for the purpose of installing, constructing and maintaining a communications tower, equipment and storage buildings over the real estate more particularly described in Exhibit B attached thereto (the "Original Exhibit B") and defined in the Quitclaim Deed as the "Tower Easement Area".

C. The Quitclaim Deed reserved to Washington Township a perpetual and non-exclusive easement in gross for the installation and operation of utility lines and facilities over the real estate more particularly described in Exhibit C attached thereto (the "Original Exhibit C") and defined in the Quitclaim Deed as the "Tower Utility Easement Area"

D. The parties desire to amend the Quitclaim Deed and the reservation of the easements therein to enlarge and redefine the Tower Easement Area and the Tower Utility Easement Area with a new legal descriptions attached hereto as Replacement Exhibit B ("Replacement Exhibit B") and as Replacement Exhibit C ("Replacement Exhibit C"), all as hereinafter more specifically provided for herein.

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MC

IMAGE COPY PROPERTY OF MARION COUNTY, INDIANA. ONLY VOID IF SEAL, 5-2-7-10

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein and each act done pursuant thereto, the parties hereby agree as follows:

1. The Tower Easement Area reserved in the Quitclaim Deed is hereby amended to the area more particularly described in Replacement Exhibit B attached hereto and incorporated herein, which hereby supersedes and replaces the Original Exhibit B attached to the Quitclaim Deed.

2. The Tower Utility Easement Area reserved in the Quitclaim Deed is hereby amended to the area more particularly described in Replacement Exhibit C attached hereto and incorporated herein, which hereby supersedes and replaces the Original Exhibit C attached to the Quitclaim Deed.

3. The City acknowledges and agrees that (i) the Tower Easement Area and the Tower Utility Easement Area have been leased by Washington Township to Pinnacle Towers Acquisition LLC ("Lessee") pursuant to that certain Land Lease and Easement Agreement dated May 28, 1998, as evidenced by that certain Memorandum of Lease recorded on January 19, 1999 as Instrument No. 1999-0009698 in the Office of the Recorder of Marion County and as subsequently assigned pursuant to that certain Assignment and Assumption of Lease recorded on December 26, 2003 as Instrument No. 2003-0273523 in the Office of the Marion County Recorder and that certain Bill of Sale and Assignment and Assumption Agreement recorded on February 3, 2005 as Instrument No. 2005-0017616 in the Office of the Marion County Recorder (the "Lease"), (ii) the City does not hold any right, title or interest in the Lease, (iii) Washington Township and its successors and assigns as lessor under the Lease may amend and/or modify the Lease from time to time in any manner without the consent of the City so long as such amendment or modification does not grant Lessee or its successors or assigns any additional rights affecting the any portion of the Real Estate other than the Tower Easement Area and the Tower Utility Easement Area, and (v) the interest of Lessee and its successors and assigns under the Lease, as may be amended from time to time pursuant to the preceding clause (iv), are superior to the City's interest in the Real Estate.

4. This Amendment shall not act to alter, amend or modify the conveyance of the Real Estate as set forth in the Quitclaim Deed, which remains unamended and in full force and effect except to the extent expressly amended herein.

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

WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA

By: Frank T. Short

Frank T. Short, as Trustee of Washington Township, Marion County, Indiana

CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA

By: Matthew P. Kimmick

Printed: Matthew P. Kimmick

Title: Controller

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Frank T. Short, in his capacity as the Trustee of Washington Township, Marion County, Indiana, who acknowledged the execution of the foregoing Amendment for and on behalf of said entity.

Witness my hand and Notarial Seal this 23 day of December, 2015

My Commission expires: 4-15-17

JENIFER PACALA
Marion County
My Commission Expires
April 15, 2017

Jenifer Pacala
Notary Public
Printed: Jenifer Pacala
Resident of Marion County

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared ~~Frank Short~~ Matthew Kimick in his/her capacity as Washtwp. Trustee of the City of Indianapolis / Marion County who acknowledged the execution of the foregoing Amendment for and on behalf of said entity.

Witness my hand and Notarial Seal this 23 day of December, 2015

My Commission expires: 4-15-17

JENIFER PACALA
Marion County
My Commission Expires
April 15, 2017

Jenifer Pacala
Notary Public
Printed: Jenifer Pacala
Resident of Marion County

This Instrument prepared by Christopher D. Long
KRIEG DEVAULT LLP
One Indiana Square, Suite 2800
Indianapolis, Indiana 46204-2079
(317) 636-4341

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in the current document, unless otherwise required by law: Christopher D. Long

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REPLACEMENT EXHIBIT B

REVISED TOWER EASEMENT

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

Commencing at a P.K. Nail found 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 (all bearings in this description are based on Geodetic North) on 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; thence South 00 degrees 03 minutes
28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the west line of said real estate in Deed Volume 1736, page 264, 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 the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 seconds West on the West face of said building 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 seconds West 56.81 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds West on said West line 46.18 feet to the Point of Beginning, containing 0.06 acres, more or less.

REPLACEMENT EXHIBIT C

REVISED TOWER UTILITY EASEMENT

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 the 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 284, 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.

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