

Norbert A Nadel
Hamilton County Recorder's Office
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This Document Prepared By and After
Recordation, Return to: Susana R. Picillo, Esq.
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site Number: 273779
ATC Site Name: HARRISON AVE OH
Prior Recording Reference: Book 7199, Page 1152
Recorded Date: November 17, 1996



ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT (this "Assignment") is made effective as of the 1st day of April, 2019, by and between Red Spires Asset Sub, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Assignor"), and American Towers LLC, a Delaware limited liability company, whose address is 10 Presidential Way, Woburn, MA 01801 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the grantee/lessee's interest under the Agreement (as hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept all of the rights, obligations, title, and interest of said Assignor under, in and to the Option and Site Lease Agreement dated April 15, 1996 between Harold L. Hensley and Nora B. Hensley and AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc., as may have been amended, for a portion of that certain real property described on Exhibit A attached hereto and made a part hereof, including, without limitation, together with any and all net profit agreements, leases, subleases, license agreements, management agreements, marketing agreements, access agreements, and other related

agreements pertaining to such site, as applicable, together with all rights of ingress/egress, utilities placements or other rights related thereto or described therein (collectively, the "Agreement"), with full rights of substitution and subrogation with respect to said Agreement.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:

Print Name: Louise K. Kiprian

Print Name: Nathaniel Canti

Commonwealth of Massachusetts)

County of Middlesex)

ASSIGNOR:

Red Spires Asset Sub, LLC,
A Delaware limited liability company

By: Shawn Lanier
Name: Shawn Lanier
Title: Vice President

Address: 10 Presidential Way
City: Woburn
State: MA
Zip: 01801

On this 15th day of April 2019, before me, the undersigned Notary Public, personally appeared Shawn Lanier, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

Nicole C. Montgomery
Signature of Notary Public

Nicole C. Montgomery
Printed name of Notary

IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:

Print Name: Shawn Kupelian

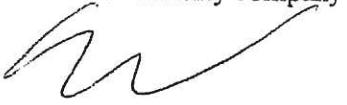
Print Name: Nathaniel Cawley

Commonwealth of Massachusetts)

County of Middlesex)

ASSIGNEE:

American Towers LLC,
A Delaware limited liability company

By: 
Name: Shawn Lanier
Title: Vice President

Address: 10 Presidential Way
City: Woburn
State: MA
Zip: 01801

On this 1st day of April, 2019, before me, the undersigned Notary Public, personally appeared Shawn Lanier, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Nicole C. Montgomery
Signature of Notary Public

Nicole C. Montgomery
Printed name of Notary



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

ATC SITE NUMBER: 273779

ATC SITE NAME: **Harrison Ave OH**

EXHIBIT A

Property Description

Being situated in the County of Hamilton, State of Ohio, and being known as

Hamilton County APN: 510-0360-0195-00

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73 deg. 45 min. East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73 deg. 45 min. East along said centerline at Forfeit Run Road, 86 feet to a point; thence North 18 deg. 35 min. West, 100 feet to a point; thence North 14 deg. 53 min. East, 53 feet to a point; thence North 28 deg. 32 min. East, 131 feet to a point; thence North 64 deg. 57 min. West, 112.35 feet to a point; thence South 31 deg. 48 min. West, 159.87 feet to a spike; thence, South 46 deg. 40 min. East 95.01 feet to a spike; thence South 3 deg. 50 min. East, 50 feet to a spike; thence South 22 deg. 15 min. West. 57.14 feet to a point; thence South 16 deg. 15 min E., 30 ft. to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

①

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "*Amendment*") is made effective as of the latter signature date hereof (the "*Effective Date*") by and between **Harold L. Hensley and Nora B Hensley as Trustees of the Hensley Family Revocable Trust dated 12/7/2015 ("Landlord") and Red Spires Asset Sub, LLC, a Delaware limited liability company ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "*Parties*").

RECITALS

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

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Site Lease Agreement dated April 15, 1996 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises are also described on Exhibit A; and

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

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

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 15, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 15, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "*Existing Renewal Term*" and, collectively, the "*Existing Renewal Terms*"), the Lease is otherwise scheduled to expire on October 31, 2026. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "*New Renewal Term*" and, collectively, the "*New Renewal Terms*"). All Existing Renewal Terms and New Renewal Terms shall automatically renew unless as otherwise stated in the Lease. References in this Amendment to "*Renewal Term*" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the "*Memorandum*") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "Rent") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Harold L. Hensely, Trustee**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owned to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Termination and Removal.** Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue.

The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 7208 Harrison Ave, Cincinnati, OH 45247; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Harold L. Hensley
as Trustees of the Hensley Family Revocable Trust
dated 12/7/2015

Signature: Harold L. Hensley
Print Name: Harold L. Hensley
Title: Trustee
Date: 5/10/18

2 WITNESSES

Signature: David E. Carter
Print Name: David E. Carter

Signature: Nathaniel Morgan
Print Name: Nathaniel Morgan

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio
County of Hamilton

On this 11 day of May, 2018, before me, the undersigned Notary Public, personally appeared Harold L. Hensley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: David E. Carter

My commission expires: No Expiration



DAVID E. CARTER,
Attorney at Law
Notary Public State of Ohio
My Commission has no Expiration
Date. Section 147.03 O.R.C

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Nora B. Hensley
as Trustees of the Hensley Family Revocable Trust
dated 12/7/2015

Signature: Nora B. Hensley
Print Name: Nora B. Hensley
Title: Trustee
Date: 5/1/18

2 WITNESSES

Signature: David E. Carter
Print Name: DAVID E. CARTER
Signature: Nathaniel M. Mafford
Print Name: Nathaniel M. Mafford

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio
County of Harrison

On this 11 day of May, 2018 before me, the undersigned Notary Public, personally appeared Nora B. Hensley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: DAVID E. CARTER
My commission expires: No Expiration



DAVID E. CARTER,
Attorney at Law
Notary Public State of Ohio
My Commission has no Expiration
Date. Section 147.03 O.R.C

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Norbert A Nadel
 Hamilton County Recorder's Office
 Doc #: 2018-0054687 Type: LS
 Filed: 06/26/18 12:44:45 PM \$88.00
 Off. Rec.: 13697 01745 F 7 397

**Prepared by and Return to:**

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Alexander T. Maur, Esq.
 ATC Site No: 273779
 ATC Site Name: Harrison Ave OH
 Assessor's Parcel No(s): 510-0360-0195-00

Prior Recorded Lease Reference:
 Book 7119, Page 1152
 Document No: 96-173110
 State of Ohio
 County of Hamilton

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into on the 11th day of June, 2018 by and between Harold L. Hensley and Nora B Hensley as Trustees of the Hensley Family Revocable Trust dated 12/7/2015 ("*Landlord*") and Red Spires Asset Sub, LLC, a Delaware limited liability company ("*Tenant*").

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

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Site Lease Agreement dated April 15, 1996 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises is also described on Exhibit A.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2056. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

27486547

Site No: 273779

Site Name: Harrison Ave OH

MULAMOUI

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 7208 Harrison Ave, Cincinnati, OH 45247; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
8. **Trustee Authority.** The undersigned trustee(s) of the Hensley Family Revocable Trust dated 12/7/2015 (the "Trust") hereby certify(ies) as follows:
 - a. I/We am/are the current trustee(s) of the Trust;
 - b. The trustee(s) of the Trust has the authority to act with respect to the real estate owned by the Trust, and has the full and absolute power under said Trust to execute this Memorandum and no third party shall be bound to inquire whether the trustee has said power or is properly exercising said power by doing the same;
 - c. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
 - d. As of the date hereof, the Trust has not been amended, revoked or terminated and is in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Harold L. Hensley
as Trustees of the Hensley Family Revocable Trust
dated 12/7/2015

Signature: Harold L. Hensley
Print Name: Harold L. Hensley
Title: Trustee
Date: 5/11/18

2 WITNESSES

Signature: DAVID E. CARTER
Print Name: DAVID E. CARTER

Signature: NATHANIEL M. HENSLY
Print Name: NATHANIEL M. HENSLY

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio

County of Hamilton

On this 11 day of May, 2018, before me, the undersigned Notary Public, personally appeared Harold L. Hensley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: DAVID E. CARTER

My commission expires: No Expiration



DAVID E. CARTER,
Attorney at Law
Notary Public State of Ohio
My Commission has no Expiration
Date. Section 147.03 O.R.C

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Nora B. Hensley
as Trustees of the Hensley Family Revocable Trust
dated 12/7/2015

Signature: Nora B. Hensley
Print Name: Nora B. Hensley
Title: Trustee
Date: 5/11/18

2 WITNESSES

Signature: David E. Carter
Print Name: David E. Carter
Signature: Nathan M. Mafford
Print Name: Nathan M. Mafford

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio
County of Hamilton

On this 11 day of May, 2018 before me, the undersigned Notary Public, personally appeared **Nora B. Hensley**, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: DAVID E. CARTER
My commission expires: No Expiration



DAVID E. CARTER,
Attorney at Law
Notary Public State of Ohio
My Commission has no Expiration
Date, Section 147.03 O.R.C

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Red Spires Asset Sub, LLC

a Delaware limited liability company

Signature: Print Name: Shawn LanierTitle: Vice President - LegalDate: 0-11-2018

WITNESS

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 11th day of June, 2018 before me, Nicole Montgomery
 the undersigned Notary Public, personally appeared Shawn Lanier
 who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
 to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole Montgomery
 Notary Public
 Print Name: _____
 My commission expires: 4/13/23

[SEAL]

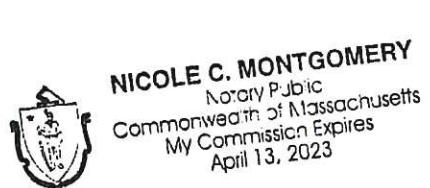


EXHIBIT A

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

PARENT PARCEL

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

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

Being situated in the County of Hamilton, State of Ohio, and being known as
Hamilton County APN: 510-0360-0195-00.

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73 deg. 45 min. East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73 deg. 45 min. East along said centerline at Forfeit Run Road, 86 feet to a point; thence North 18 deg. 35 min. West, 100 feet to a point; thence North 14 deg. 53 min. East, 53 feet to a point; thence North 28 deg. 32 min. East, 131 feet to a point; thence North 64 deg. 57 min. West, 112.35 feet to a point; thence South 31 deg. 48 min. West, 159.87 feet to a spike; thence, South 46 deg. 40 min. East 95.01 feet to a spike; thence South 3 deg. 50 min. East, 50 feet to a spike; thence South 22 deg. 15 min. West. 57.14 feet to a point; thence South 16 deg. 15 min E., 30 ft. to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Exhibit A

LEASED PREMISES

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

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the great of: (i) the land area conveyed to Tenant in the lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Avenue, thence with the centerline of Forfeit Run Road, North 73°45'00" East 183.78' to a point, thence North 18°35'00" West 30.00' to a 5/8" iron pin with cap set, and the real point of beginning for this description, thence North 18°35'00" West 50.00' to a 5/8" iron pin with cap set, thence South 73°45'00" West 23.80' to a 5/8" iron pin with cap set, thence South 22°15'00" West 63.92' to a 5/8" iron pin with cap set, thence North 73°45'00" East 65.57' to a 5/8" iron pin with cap set, the real point of beginning for this lease area, containing 2234.25 square feet of land subject to all legal highways, easements, and restrictions of record.

The above described lease area is part of the same premises described as recorded in Volume 4323, page 1360 and identified as parcel number 195 in Plat Book 510, Page 360 of the Hamilton County, Ohio Records.

ACCESS AND UTILITIES

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

Utility Easement:

Commencing at the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Avenue, thence with the centerline of Forfeit Run Road, North 73°45'00" East 183.78' to a point, thence North 18°35'00" West 30.00' to a 5/8" iron pin with cap set, the Southeast-corner of the aforementioned lease area, and the real point of beginning, thence along the South side of the said lease area thence South 73°45'00" West 4.07' to a point, thence South 13°55'00" West 5.37' to a power pole having no number, Being the result of survey and plat dated May 6, 1996 made under the supervision of L. Edward Smith-Ohio Registered Surveyor No. S-6418.

12-056-04
(2)

MEMORANDUM OF LEASE (SITE)

THIS MEMORANDUM OF LEASE is executed effective the date set forth below, to evidence, for recording purposes, pursuant to Ohio Revised Code Section 5301.251, the execution of a certain Option and Site Lease Agreement, the relevant terms of which are set forth below:

1. The Landlord is Harold L. Hensley and Nora B. Hensley, whose address is 7208 Harrison Avenue, Cincinnati, Ohio 45247.
2. The Tenant is Wireless PCS, Inc., a Delaware corporation, as the authorized agent of AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware corporation, d/b/a AT&T Wireless Services whose address is 2630 Liberty Avenue, Pittsburgh, Pennsylvania 15222, Attention: Real Estate Department.
3. This Memorandum of Lease makes reference to a certain Option and Site Lease Agreement entered into between Landlord and Tenant, which Option and Site Lease Agreement was executed on April 15, 1996 (the "Lease"). The terms and conditions of the Lease are made a part hereof by this reference.
4. The leased premises subject to the Lease is a portion of the real property described in Exhibit A attached hereto and incorporated herein.
5. The term of the Lease is for a period of approximately five (5) years commencing on October 15, 1996, and terminating on October 15, 2001.
6. The Tenant shall have the option to extend the Lease for five (5) additional five (5) year terms.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Site Lease effective this 21st day of OCTOBER, 1996.

Signed and acknowledged in the presence of:

Myra J. Runk

Print Name: MYRA J. RUNK

LANDLORD:

Harold L. Hensley and Nora B. Hensley
Nora B. Hensley
Harold L. Hensley
By: Harold L. Hensley / married
Its: Owner

Kimberly K. Williams

Print Name: Kimberly K. Williams
55397.1/#10848

HAMILTON COUNTY RECORDER'S OFFICE
Doc #:96 - 173110 Type: LS
Filed:11/07/1996 10:14:14 AM \$ 22.00
Off.Rec.: 7199 1152 F 4 394

7199 1152

Signed and acknowledged in the presence of:

Myra J. Runk

Print Name: MYRA J. RUNK

Kimberly K. Williams

Print Name: Kimberly K. Williams

Signed and acknowledged in the presence of:

Denise McEntire

Print Name: Denise McEntire

Lisa Mantho

Print Name: LISA MANTHO

LANDLORD:

Harold L. Hensley and Nora B. Hensley

Nora B. Hensley
Harold L. Hensley

By: Nora B. Hensley / married

Its: Owner

TENANT:

AT&T WIRELESS PCS, INC., by and through its agent Wireless PCS, Inc., a Delaware corporation, d/b/a AT&T Wireless Services

DMB

By: David M. Behun

Its: Director, Business Operations

LANDLORD:

STATE OF OHIO :
COUNTY OF HAMILTON :ss

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 1996, by Harold L. Hensley and Nora B. Hensley.

Myra J. Runk

Notary Public
State of OHIO MYRA J. RUNK
My Commission Expires: Notary Public, State of Ohio
My Commission Expires March 15, 1999

TENANT:

STATE OF OHIO :
: SS
COUNTY OF CUYAHOGA :

Oct 29, 1996 The foregoing instrument was acknowledged before me this 29th day of October, 1996, by David M. Behun, as Director, Business Operations of Wireless PCS, Inc., a Delaware corporation, as the authorized agent of AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware corporation, d/b/a AT&T Wireless Services, on behalf of the corporation.

Denise McIntyre
Notary Public DENISE MCINTYRE
State of OHIO NOTARY PUBLIC STATE OF OH
Recorded in Cuyahoga County
My Comm. Expires June 8, 1999

This Instrument Prepared By:

AT&T Wireless Services
15 W. 6th Street, Suite 214
Cincinnati, OH 45202
(513) 352-8088



1951-08-15

EXHIBIT "A"

The Property

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73°45' East, 97.78 feet to a spike in the centerline of Forfeit Run road and the real point and place of beginning; thence continuing North 73°45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18°35' West, 100 feet to a point; thence North 14°53' East, 53 feet to a point; thence North 28°32' East, 131 feet to a point; thence North 64°57' West, 112.35 feet to a point; thence South 31°48' West, 159.87 feet to a spike; thence South 46°40' East, 95.01 feet to a spike; thence South 3°50' East, 50 feet to a spike; thence South 22°15' West, 57.14 feet to a point; thence South 16°15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

1A

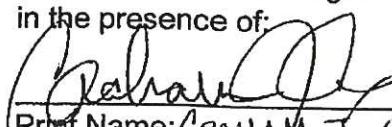
MEMORANDUM OF OPTION TO LEASE (SITE)

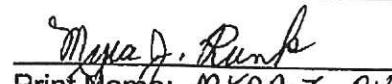
THIS MEMORANDUM OF OPTION TO LEASE is made and entered into as of this 15 day of April, 1996, between HAROLD L. HENSLEY AND NORA B. HENSLEY ("Landlord") with offices at 7208 HARRISON AVENUE, CINCINNATI, OHIO 45247 and AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc. ("Tenant") with offices at 2630 Liberty Avenue, Pittsburgh, Pennsylvania 15222.

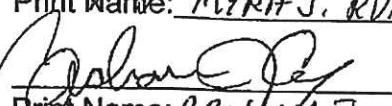
Subject to the terms and conditions contained in that certain Option and Site Lease Agreement dated April 14, 1996, Landlord granted to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Option"). The terms and conditions set forth in the unrecorded Option and Site Lease Agreement are hereby made a part hereof. The Option shall be for an initial term of TWELVE (12) months and may be extended for an additional TWELVE (12) months on notification to Landlord by Tenant and upon payment of additional consideration.

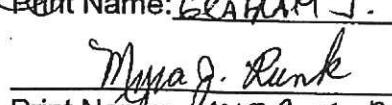
IN WITNESS WHEREOF, this Memorandum of Option to Lease is executed as of the date first hereinabove written.

Signed and acknowledged
in the presence of:

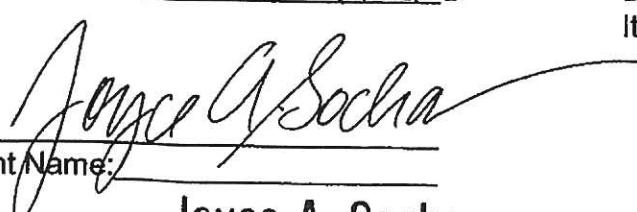

Print Name: GRAHAM J. COX


Print Name: MYRA J. RUNK

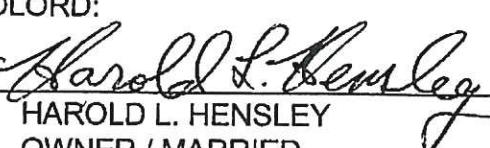

Print Name: GRAHAM J. COX

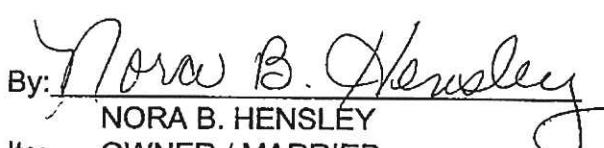

Print Name: MYRA J. RUNK


Print Name: PAUL J. GANNON


Print Name: Joyce A. Socha

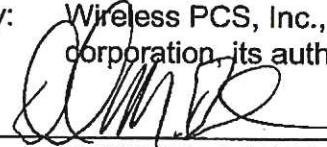
LANDLORD:

By: 
HAROLD L. HENSLEY
Its: OWNER / MARRIED

By: 
NORA B. HENSLEY
Its: OWNER / MARRIED

HAMILTON COUNTY RECORDER'S OFFICE
Doc #:96 - 145883 Type: LS
Filed:09/19/1996 8:06:46 AM \$ 18.00
Off.Rec.: 7159 11 F 31 8

AT&T WIRELESS PCS, INC., a
Delaware corporation

By: 
Wireless PCS, Inc., a Delaware
corporation, its authorized agent

By: 
DAVID M. BEHUN
Its: DIRECTOR, BUSINESS
OPERATIONS, AT&T Wireless
PCS Inc., by its agent,
Wireless PCS Inc.

LANDLORD:

STATE OF OHIO : SS
COUNTY OF HAMILTON :

The foregoing instrument was acknowledged before me this 4th day of APRIL, 1996, by HAROLD L. HENSLEY & NORA D. HENSLEY

Myra J. Runk
Notary Public

TENANT:

MYRA J. RUNK
Notary Public, State of Ohio
My Commission Expires March 15, 1999

STATE OF _____ : SS
COUNTY OF _____ :

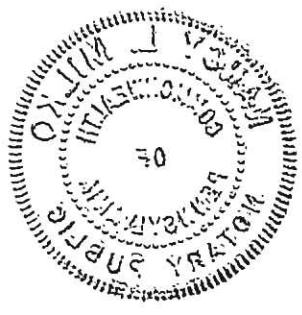
The foregoing instrument was acknowledged before me this 15th day of April, 1996, by Harold M. Casper, as _____ of Wireless PCS, Inc., a Delaware corporation, as authorized agent of AT&T Wireless PCS, Inc., a Delaware corporation, on behalf of the corporation.

Notarial Seal
Nancy L. Milko, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 27, 1999
Member, Pennsylvania Association of Notaries

Nancy L. Milko
Notary Public



This Instrument Prepared By:
Craig Bloom
Wireless PCS, Inc.
15 West 6th Street
Suite 214
Cincinnati, Ohio 45202



21 1870

EXHIBIT "A"

The Property

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73°45' East, 97.78 feet to a spike in the centerline of Forfeit Run road and the real point and place of beginning; thence continuing North 73°45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18°35' West, 100 feet to a point; thence North 14°53' East, 53 feet to a point; thence North 28°32' East, 131 feet to a point; thence North 64°57' West, 112.35 feet to a point; thence South 31°48' West, 159.87 feet to a spike; thence South 46°40' East, 95.01 feet to a spike; thence South 3°50' East, 50 feet to a spike; thence South 22°15' West, 57.14 feet to a point; thence South 16°15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

State: Ohio
City: Cincinnati
Cell I.D: 02-056-04

THIS LEASE IS THE PROPERTY OF: AT&T Wireless PCS, Inc.
2630 Liberty Avenue
Pittsburgh PA 15222

OPTION AND SITE LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 15 day of April,
____, 1996, between AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc. ("Tenant")
and HAROLD L. HENSLEY AND NORA B. HENSLEY, ("Landlord")

For the sum of TWO HUNDRED DOLLARS (\$200.00) (the "Option Fee"), to
be paid to Landlord by Tenant upon execution of this Agreement and other good and valuable
consideration, the parties agree as follows:

1. Premises. Subject to the following terms and conditions, Landlord grants to
Tenant an option to lease a portion (the "Premises") of the real property (the "Property")
described in Exhibit A attached hereto (the "Option"). The Premises, located at 7208
HARRISON AVENUE, CINCINNATI, HAMILTON, OHIO comprises TWENTY SIX
HUNDRED (2,600) square feet and are situated within the Property as described in Exhibit B
attached hereto.

TOGETHER WITH 1) any improvements that may be located thereon 2) such rights of
way and easements on, over, under, across, and through the adjoining lands of Landlord,
extending from the Premises to the nearest convenient public road and of standard vehicular
width as shall be necessary for ingress and egress to and from the Premises, as set forth and
described in Exhibit B, attached hereto. 3) such other rights of way and easements on, over,
under, across, and through the adjoining lands of Landlord as may be required by Tenant for
the purpose of bringing electricity, gas, water, telephone, and any and all other utilities to the
Premises. 4) the right to park vehicles on or about the Premises, the lands immediately
adjacent thereof during periods of construction, site inspection, and at times of necessary
repair work.

2. Use. The Premises may be used by Tenant for the transmission and reception of
communication signals in any and all frequencies, for the construction, alteration,
maintenance, repair, replacement, and relocation, of related facilities, towers, antennas, or

buildings and for related activities. During the Initial Option Period and any extensions thereto and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals") and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under, and over the Property necessary to determine that the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals.

3. Permits. Tenant is hereby authorized by Landlord to apply for all Governmental Approvals and other permits and authorizations required to construct the Antenna Facilities and to occupy and use the Premises as set forth herein. Tenant is also authorized, in Tenant's sole discretion, to file appeals from adverse decisions of federal, state county and local governments or their agencies or administrative bodies affecting Tenant's occupancy and use of the Premises, including without limitation appeals to the applicable zoning hearing board or other legislative or administrative bodies, appeals to the applicable court and appellate court of the state from adverse decisions of any kind, and to file challenges to the validity of any ordinance or other law or regulation affecting Tenant's use or occupancy of the Premises. At Tenant's request and expense, Landlord agrees to cooperate with and join Tenant as an applicant or appellant in any such application, appeal or challenge.

4. Term.

a. The Option shall be for an initial term of TWELVE (12) months (the "Initial Option Period") and may be extended for an additional TWELVE (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of SIX HUNDRED DOLLARS (\$600.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

b. In the event that Tenant exercises the Option, the term of this lease (this "Lease") shall be five years, commencing upon written notification by Tenant to Landlord (the "Commencement Date") which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five additional five-year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased as of the first day of each Renewal Term (Adjustment Date") by TEN (10%) percent of the rent currently in effect for the previous term. Landlord shall be responsible for communicating the amount of the rental adjustment to Tenant and shall provide Tenant with supporting evidence upon which the amount is calculated. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

c. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month to month tenancy under the same terms and conditions of the Lease.

5. Rent. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of SIX HUNDRED DOLLARS (\$600.00) per month ("Rent"). Rent shall be payable on the first day of each month in advance to HAROLD AND NORA HENSLEY at Landlord's address specified in Paragraph 12 below.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. Improvements; Liability; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall remove the Antenna Facilities following any termination of this Lease.

b. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities. Landlord shall execute an easement evidencing this right upon Tenant's request.

c. Landlord shall provide Tenant ingress, egress, and access over and under the Property to the Premises adequate to service the Premises and the Antenna Facilities at all times during this Lease and any renewal thereof at no additional charge to Tenant. Landlord shall execute an easement evidencing this right upon Tenant's request.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

- a. upon fifteen (15) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that fifteen (15) day period;
- b. upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that thirty (30) day period or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;
- c. upon sixty (60) days written notice by Tenant, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;
- d. upon sixty (60) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;
- e. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition immediately prior to such damage or destruction;
- f. at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. It is the intention of the parties that neither Landlord nor the condemning authority shall have the right to terminate this Lease in the event of a condemnation, unless Tenant's use of the Premises materially interferes with the condemning authority's use of the balance of the Property. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Property which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant. However, Tenant shall not be responsible for paying

any increase in real property taxes levied against the Property resulting from the loss of any preferential tax assessment, whether prospective or retroactive.

10. Insurance.

a. Tenant will provide Comprehensive General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

b. Landlord and Tenant hereby mutually release each other and their successors and assigns from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless.

a. Tenant agrees to indemnify, defend and hold Landlord harmless from and against injury, loss, damage or liability, or any claims in respect of the foregoing, costs, or expenses, including reasonable attorney's fees, arising from the installation, use, maintenance, repair, or removal of the Antenna Facilities or the breach of this Lease, except for claims arising out of the negligent or intentional acts of Landlord, its employees, agents, or independent contractor, or otherwise from Tenant's use and occupancy of the Premises.

b. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage, or liability, or any claims in respect of the foregoing, costs or expenses, including reasonable attorney's fees arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Lease, except to the extent attributable to the negligent or intentional act of Tenant, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Harold and Nora Hensley
7208 Harrison Avenue
Cincinnati, OH 45247

If to Tenant, to: AT&T Wireless PCS, Inc.
2630 Liberty Ave.
Pittsburgh, PA 15222-4616
Attn: Real Estate Development

with a copy to: AT&T Wireless PCS, Inc.
2630 Liberty Avenue
Pittsburgh, PA 15222-4616
Attn: General Counsel

13. Title and Quiet Enjoyment.

a. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute this Lease; (ii) Landlord has good and unencumbered title to the Property free and clear of any liens or mortgages except those disclosed to Tenant and set forth in Exhibit C attached hereto and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord further covenants and warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease or any renewal thereof.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

c. Tenant shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

14. Environmental Laws.

a. Tenant represents, warrants and covenants that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in Exhibit D) as of the date of this Lease.

b. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all

spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

c. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Tenant's activities on the Property.

d. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands, and liability including but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

e. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Lease.

15. Assignment and Subleasing: Tenant may assign this Lease and its other rights hereunder, including without limitation, its right to renew, or sublet the Premises or any portion thereof, to any person or business entity which is licensed by the Federal Communications Commission, or its successor, to operate a wireless communications business; is a parent, subsidiary or affiliate of Tenant; controls or is controlled by or under common control with Tenant; is merged or consolidated with Tenant; or purchases a majority or controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of any such action, Tenant shall be relieved of all future performance, liabilities and obligations under this Lease. Tenant may not otherwise assign or sublet this Lease without Landlord's consent, which shall not be unreasonably withheld or delayed.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees, agree to be bound by the terms and provision of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

16. Right of First Refusal. During the term of this Lease, as extended, Landlord shall, prior to selling the Premises or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Premises or the portion to be sold, on the same terms and conditions (or cash-equivalent terms, if a property exchange is proposed) by giving Landlord notice of its intention to purchase the same within thirty (30) days of receipt of Landlords' notice. If Tenant give no such notice of intention to purchase the Premises, Landlord may sell the Premises to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer.

17. Successors and Assigns. This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

19. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

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

c. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

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

e. Landlord agrees to cooperate with Tenant in executing and recording any documents (including a Memorandum of Option and Lease, Memorandum of Lease, and a Non-Disturbance and Attornment Agreement) necessary to protect Tenant's rights hereunder or Tenant's use of the Premises.

f. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

g. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

h. Tenant shall construct, at Tenant's expense, a 15' wide asphalt driveway, adjacent to the west side of the leased area, joining Forfeit Run Road and the existing driveway.

DATED as of the date first set forth above

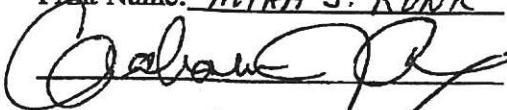
Signed and acknowledged in the presence of:



Print Name: GRAHAM J. COX



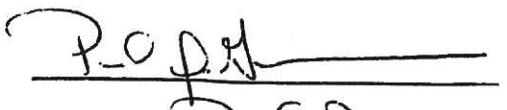
Print Name: MYRA J. RUNK



Print Name: GRAHAM J. COX

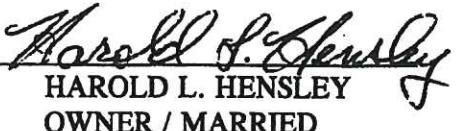


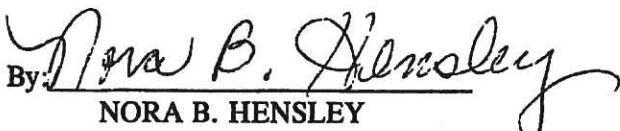
Print Name: MYRA J. RUNK



Print Name: Joyce A. Socha

Landlord:

By: 
HAROLD L. HENSLEY
Its: OWNER / MARRIED



By: NORA B. HENSLEY
Its: OWNER / MARRIED

Tenant:

AT&T Wireless PCS Inc.
a Delaware Corporation

By: Wireless PCS, Inc., a
Delaware corporation, its
authorized agent


By: 
DAVID M. BEHUN
DIRECTOR, BUSINESS OPERATIONS,
AT&T Wireless PCS Inc., by its agent,
Wireless PCS Inc.

STATE OF OHIO
COUNTY OF HAMILTON

: SS

:

The foregoing instrument was acknowledged before me this 4th day of APRIL, 1996, by HEROLD L. HENSLEY, as OWNERS, of 7208 HARRISON AVE, on behalf of the corporation.

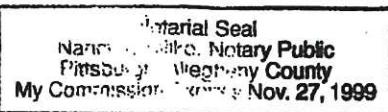
Myra J. Runk
Notary Public

MYRA J. RUNK
Notary Public, State of Ohio
My Commission Expires March 15, 1999

STATE OF OHIO : SS
COUNTY OF :
:

The foregoing instrument was acknowledged before me this 15th day of April, 1996, by Craig Bloom, as Wireless PCS, Inc., a Delaware corporation as authorized agent for AT&T Wireless PCS, Inc., a Delaware corporation, on behalf of the corporation.

Darren J. Mills
Notary Public



Member, Pennsylvania Association of Notaries

This Instrument Prepared By:

Craig Bloom
Wireless PCS, Inc.
15 West 6th Street
Suite 214
Cincinnati, Ohio 45202

EXHIBIT A LEGAL DESCRIPTION

to the Option and Site Lease Agreement dated April 15, 1996
between HAROLD L. HENSLEY AND NORA B. HENSLEY, as Landlord,
and AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc. as Tenant

Pursuant to a Option and Site Lease Agreement dated April 15, 1996, AT&T Wireless
PCS, Inc., by its agent, Wireless PCS, Inc. Tenant, is leasing from HAROLD L. HENSLEY
AND NORA B. HENSLEY, Landlord, TWENTY SIX HUNDRED (2,600) square feet of real
property ("the Premises") which are a part of the following property owned by Landlord ("the
Property"), which Property is legally described as follows:

See attached copy of Deed.

GENERAL WARRANTY DEED * S 871/10/07/85

10.00 DE

174-1111
GENE O. NIEHAUS and JUNE A. NIEHAUS, husband and wife,
Gen. Ind. Off. Scr. Ex. 6 P 194-46 (1), of Hamilton County, Ohio

for valuable consideration paid, grant(s), with general warranty covenants, to HAROLD L. HENSLEY and NORA B. HENSLEY, for and during their natural lives with the remainder in fee simple to the survivor of them, his or her heirs and assigns forever, R.
Whose tax mailing address is 7206 Harrison Avenue, Cincinnati, Ohio 45239
the following REAL PROPERTY: Situated in the County of Hamilton in the State of Ohio and in the City of Cincinnati (1)

510-360-1950
Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73°45' East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73°45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18°35' West, 100 feet to a point; thence North 14°53' East, 53 feet to a point; thence North 28°32' East, 131 feet to a point; thence North 64°57' West, 112.35 feet to a point; thence South 31°48' West, 159.87 feet to a spike; thence South 46°40' East, 95.01 feet to a spike; thence South 3°50' East, 50 feet to a spike; thence South 22°15' West, 57.14 feet to a point; thence South 16°15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

Prior Instrument Reference: Vol. 4139 Page 283 of the Deed Records of Hamilton County, Ohio.

Each of the (2) witnesses and the
Grantors releases all rights of dower therein. Witness their hand(s) this 27th day
of September 1985

Signed and acknowledged in the presence of:

WITNESS Francis M. Hyle
WITNESS June A. Niehaus

Francis M. Hyle (1)
GENE O NIEHAUS
June A. Niehaus (1)
JUNE A. NIEHAUS

State of Ohio County of Hamilton ss.

BE IT REMEMBERED, That on this 27th day of September 1985, before me, the subscriber, a notary public in and for said county, personally came,

GENE O. NIEHAUS and JUNE A. NIEHAUS the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Francis M. Hyle
FRANCIS M. HYLE, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date, Section 142.08 R.C.

This instrument was prepared by Francis M. Hyle, Attorney at Law.

1. Name of Grantor(s) and marital status.
2. Description of land or interest therein, and encumbrances, reservations, exceptions, taxes and assessments, if any.
3. Deed which ever does not apply.
4. Execution in accordance with Chapter 5301 of the Revised Code of Ohio.

EXHIBIT B

to the Option and Site Lease Agreement dated April 15, 1996
between HAROLD L. HENSLEY AND NORA B. HENSLEY, as Landlord,
and AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc. as Tenant

The location of the premises within the Property is more particularly described or
depicted as follows:

See attached copy of site sketch.

(Land survey to be provided to Landlord upon completion and to be fully incorporated herein).

N

Harrison

AVE

Site

ATMOS

BOARD

Belvoir UNI

AFFIERS

FORFEIT RUN

100

50

25

I. 275

EXHIBIT C

to the option and site lease agreement dated April 15, 1996
between HAROLD L. HENSLEY AND NORA B. HENSLEY, as Landlord,
and AT&T Wireless PCS, Inc., by its agent, Wireless PCS, Inc., as Tenant

The following is a list of liens and mortgages currently on the Property:

A title report will replace Exhibit "C."

EXHIBIT D

to the Option and Lease Agreement dated April 15, 1996, between
HAROLD L. HENSLEY AND NORA B. HENSLEY, as Landlord and AT&T Wireless PCS,
Inc., by its agent, Wireless PCS, Inc., as Tenant

ENVIRONMENTAL LAWS

As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permit pertaining to the protection of human health and/or the environment, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., the Clean Air Act, 42 U.S.C. section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. section 1101 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Oil Pollution Control Act, 33 U.S.C. and Ohio (state laws) or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state and local land use laws dealing with environmental sensitivity, including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shore lines, fish and wildlife habitats or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.