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OPTION AND LEASE AGREEMENT

This Agreement, made December 31, 1990,
between Agnes Howarth, Route 1 Box 307, Huff, North Dakota
hereinafter designated LESSOR, and Bismarck MSA Limited Partnership
, 3350 161st Avenue Southeast, P. O.
Box 7329, Bellevue, Washington 98008-1329, hereinafter called TENANT.

RECITALS

1. LESSOR is the owner of certain real property located in
Morton County, State of North Dakota, and,
2. TENANT desires to obtain an option to lease a portion of said
real property, the leased portion of which shall be hereinafter
referred to as "Property", including rights-of-way and easements for
ingress, egress and utilities thereto, containing approximately
350,000 square feet, described on Exhibit "A", and its subparts,
attached hereto and incorporated herein by this reference.

OLA001
01/01/88

EXHIBIT A

This Option may not be sold, assigned, or transferred at any time by TENANT except to TENANT'S affiliates or subsidiaries. As to other parties, this Option may not be sold, assigned, or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein specified, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT, during the Option period, free ingress and egress to the Property to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of a similar nature as TENANT may deem necessary, at sole cost of TENANT.

LESSOR also hereby grants to TENANT the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A", or its subparts. Cost of such work shall be paid by TENANT.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing by certified mail, return receipt requested.

Notice shall be deemed effective on the date it is postmarked. On the effective date of such notice the following Agreement shall take effect.

LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of property (hereinafter "Property") containing 350,000 square feet situated on W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 22-136-80, County of Morton, State of North Dakota, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way County Road 80 to the demised premises. LESSOR agrees, without delay, to execute any such easement documents as may be required by any and all utility companies in connection with TENANT's use of said Property. Said Property, right-of-way and easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made a part hereof by this reference.

2. LESSOR also hereby grants to TENANT the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it

and Exhibit "A", and its subparts. Cost of such work shall be paid by TENANT.

3. This Agreement shall be for an initial term of five (5) years, commencing on the date the Option is exercised by TENANT, at an annual rental of Three thousand six hundred dollars (\$ 3,600.00) to be paid in equal monthly installments on the first day of each month, in advance, to Agnes Howarth or to such other person, firm, or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

*May 1, 1992
- 4/30/97*

4. TENANT shall have the right to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. The annual rental for the first five (5) year extension term shall be increased to four thousand five hundred dollars (\$ 4,500.00); the second (2nd) five (5) year extension term shall be increased to five thousand six hundred twenty-five dollars (\$ 5,625.00); the third (3rd) five (5) year extension term shall be increased to seven thousand and thirty-one dollars (\$ 7,031.00); and the fourth (4th) five (5) year extension term shall be increased to eight thousand seven hundred and eighty-eight dollars (\$ 8,788.00).

6. If, at the end of the fourth (4th) five (5) year extension term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions, and at the rental specified for the fourth (4th) five (5) year extension term, for a further term of one (1) year and for annual terms thereafter until terminated by either party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

7. TENANT shall use the Property for the purpose of constructing, maintaining, and operating a Mobile Communications Facility and uses incidental thereto, consisting of one (1) building of approximately 432 square feet and one (1) antenna structure of approximately 400 feet in height, including cellular antennas and link antennas and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar, but comparable, construction may be placed around the perimeter of the Property (not including the access easement). All improvements shall be at the TENANT'S expense. TENANT shall maintain the Property in reasonable condition. It is understood and agreed that TENANT'S ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. LESSOR shall cooperate with TENANT in its efforts

to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to TENANT is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that TENANT, in its sole discretion, will be unable to use that Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Said termination right shall also apply in the event that TENANT is otherwise, within its sole discretion, precluded from using the Property for its intended purpose. Notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid for the lease of the Property to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, its servants or agents.

9. LESSOR and TENANT, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Property, or covered by insurance in connection with property on, or activities conducted on, the Property, regardless of the cause of the damage or loss.

10. TENANT will be responsible for all utilities required by its use of the Property. TENANT shall pay any real estate taxes levied against Property and the improvements constructed thereon by TENANT.

11. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or the existing monthly pro-rata basis if based on a longer payment term, until such time as the removal of personal property and fixtures is completed. At LESSOR'S option when this Agreement is terminated, and upon LESSOR'S advance written notice to TENANT, TENANT will leave the foundation and security fence to become the property of LESSOR.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than TENANT, such sale shall be under and subject to this

Agreement and TENANT'S right hereunder, and any sale by the LESSOR of the portion of the LESSOR'S property underlying any and all rights-of-way and easements for ingress, egress and utilities herein granted shall be under and subject to the right of the TENANT in and to such rights-of-way and easements.

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest in the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments, or impediments of title on the Property.

15. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the LESSOR or TENANT in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

16. This Option and Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Dakota.

17. This Agreement may not be sold, assigned, or transferred at any time by TENANT except to TENANT'S affiliates or subsidiaries. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

18. In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs and a reasonable attorney's fee. Upon appeal, the prevailing party shall be entitled to recovery of court costs and reasonable attorneys' fees incurred as a result of such appeal.

19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: Bismarck MSA Limited Partnership
3350 161st Avenue Southeast
P. O. Box 7329
Bellevue, Washington 98008-1329
Attn: Real Estate Department

LESSOR: Agnes Howarth
Route 1 Box 307
Huff, North Dakota

20. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

21. At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which, from time to time, may encumber all or

part of the Property and any or all Rights-of-Way and easements thereto; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also TENANT'S right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute whatever instruments may reasonably be required to evidence this subordination clause. If the Property is presently encumbered by one or more mortgages, LESSOR will provide TENANT with a Non-Disturbance Agreement in recordable form for each such mortgage.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:

Berry W. Weske

LESSOR:

Agnes Hawthorn
Name

501-48-0765
SS# or Taxpayer ID#

[Signature]
Name

SS# or Taxpayer ID#

TENANT: BISMARCK MSA LIMITED PARTNERSHIP

BY: U S WEST NewVector Group, General Partner

By: *[Signature]*

Its: *Network Services*

STATE OF WASHINGTON

)
) ss.
)

COUNTY OF KING

On this 4 day of March, 1991. before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William J. Dixon, to me known to be the Vice President - Network and Services of U S WEST NewVector Group, Inc., the general partner of Bismarck MSA Limited Partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of
Washington residing at King City.
My commission expires 11-19-94.

AFTER RECORDING RETURN TO:
COMNET CELLULAR, INC.
8980 GREENWOOD PLAZA BLVD.
SUITE 300
ENGLEWOOD, COLORADO 80111

ATTN: Julia Marshall

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 Eugene Howarth, a single man ("**Landlord**") and Bismarck MSA Limited Partnership d/b/a Verizon Wireless ("**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 Lease Agreement dated December 31, 1990 (as the same may have been amended, 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 and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; 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 Thirty Thousand and No/100 Dollars (\$30,000.00), 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 November 7, 2015; (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 this Amendment or in the Lease, the Parties agree that the Lease originally commenced on May 1, 1992. Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then

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current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. 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.** Commencing on May 1, 2017, the rent payable from Tenant to Landlord under the Lease is hereby increased to Nine Hundred Fifteen and 53/100 Dollars (\$915.53) per month (the "**Rent**"). Commencing on May 1, 2022, and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to twenty-five percent (25%) of the then current rent. 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 **EUGENE HOWARTH**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
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, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from 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, 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. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first

refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

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; (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; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). 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 or American Tower 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: 400 1/2 Eight Street NW Mandan, ND 58554;

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VZW Site No: 148997
Site Name: BISAMBULANCEBUTTE ND

To Tenant at: Bismarck MSA Limited Partnership, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also 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 and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower'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 and/or American Tower 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, American Tower or Holder.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Signature: Eugene Howarth
Print Name: Eugene Howarth
Date: 10-30-15

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 413222
VZW Site No: 148997
Site Name: BISAMBULANCEBUTTE ND

TENANT:

Bismarck MSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

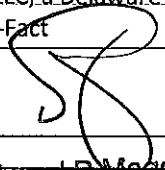
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____


Edward P. Maggio, Jr.

Senior Counsel, US Tower

12/31/12

ATC Site No: 413222
VZW Site No: 148997
Site Name: BISAMBULANCEBUTTE ND

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.

All that certain tract, lot or parcel of land lying and being situated in Morton County, North Dakota being more particularly described as follows:

Township 136, Range 80

Section 22: SW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

AND BEING the same property conveyed to Eugene Howarth from Agnes Howarth by Quit Claim Deed dated April 20, 1994 and recorded April 20, 1994 in Instrument No. 330313.

Tax Parcel No. 15-0100000

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 and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N46°11'34"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 2854.19 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASE AREA; THENCE S90°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N00°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N90°00'00"E, A DISTANCE OF 591.60 FEET; THENCE S00°00'00"E, A DISTANCE OF 591.60 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 8.035 ACRES, MORE OR LESS.

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VZW Site No: 148997
Site Name: BISAMBULANCEBUTTE ND

EXHIBIT A (Continued)

ACCESS AND UTILITIES

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

A PORTION OF THE E1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N89°57'19"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 886.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS 200.00 FEET, A CENTRAL ANGLE OF 33°23'03", A DISTANCE OF 116.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 58TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS N49°20'53"E, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 15°55'09", A DISTANCE OF 55.57 FEET; THENCE N40°39'07"W, A DISTANCE OF 351.39 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 42°07'21", A DISTANCE OF 176.44 FEET; THENCE N01°28'14"E, A DISTANCE OF 285.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 21°10'33", A DISTANCE OF 72.07 FEET, TO A POINT THE WEST LINE OF SAID E1/2 OF THE SE1/4 OF SECTION 22, SAID POINT ALSO BEING THE POINT OF TERMINUS.

SIDELINES OF SAID STRIP EXTEND AND SHORTEN AS NECESSARY TO INTERSECT THE LINES THAT THE POINT OF BEGINNING AND POINT OF TERMINUS ARE PART OF.

SAID ACCESS AND UTILITY EASEMENT CONTAINS 0.412 ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N57°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS AND UTILITY EASEMENT; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS N77°58'02"E, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 13°30'13", A DISTANCE OF 58.92 FEET; THENCE N01°28'14"E, A DISTANCE OF 225.91 FEET TO THE POINT OF BEGINNING.

SAID ACCESS AND UTILITY EASEMENT CONTAINS 0.020 ACRES, MORE OR LESS

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VZW Site No: 148997

Site Name: BISAMBULANCEBUTTE ND

EXHIBIT A (Continued)

TOGETHER WITH A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N57°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS S32°42'56"W, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 37°34'44", A DISTANCE OF 127.90 FEET; THENCE N57°17'04"W, A DISTANCE OF 153.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250 FEET, A CENTRAL ANGLE OF 26°47'39", A DISTANCE OF 116.91 FEET; THENCE N84°04'43"W, A DISTANCE OF 132.73 FEET; THENCE S87°38'19"W, A DISTANCE OF 181.82 FEET; THENCE N89°57'40"W, A DISTANCE OF 457.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 56°15'10", A DISTANCE OF 196.36 FEET; THENCE N33°42'30"W, A DISTANCE OF 129.48 FEET; THENCE N40°14'55"W, A DISTANCE OF 73.1 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 47°09'06", A DISTANCE OF 411.48 FEET; THENCE N06°54'11"E, A DISTANCE OF 201.88 FEET; THENCE N41°06'16"E, A DISTANCE OF 214.56 FEET; THENCE N54°45'06"E, A DISTANCE OF 207.31 FEET; THENCE N57°23'33"E, A DISTANCE OF 100.34 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF A LEASE AREA, SAID POINT BEING THE POINT OF TERMINUS.

SIDELINES OF SAID STRIP EXTEND AND SHORTEN AS NECESSARY TO INTERSECT THE LINES THAT THE POINT OF BEGINNING AND POINT OF TERMINUS ARE PART OF SAID ACCESS AND UTILITY EASEMENT CONTAINS 1.102 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N57°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS AND UTILITY EASEMENT; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS N77°58'02"E, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 13°30'13", A DISTANCE OF 58.92 FEET; THENCE N01°28'14"E, A DISTANCE OF 225.91 FEET TO THE POINT OF BEGINNING.

SAID ACCESS AND UTILITY EASEMENT CONTAINS 0.020 ACRES, MORE OR LESS

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between Eugene Howarth ("**Landlord**") and Bismarck MSA Limited Partnership d/b/a Verizon Wireless ("**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 Lease Agreement dated December 31, 1990 (as the same may have been amended, 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 and, if applicable, easements for guy wires and guy anchors, 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, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend 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. Rental Payments.** Commencing as described herein, Tenant shall pay to Landlord **One Hundred Twenty (120)** recurring rental payments in equal amounts of **One Thousand Six Hundred Thirty-Three and No/100 Dollars (\$1,633.00)** per month (each individually a "**Recurring Rental Payment**" and together, "**Recurring Rental Payments**") until all Recurring Rental Payments have been paid in accordance with this Amendment (the "**Rental Installment Period**"). The first Recurring Rental Payment shall be payable within forty-five (45) days of Effective Date and thereafter each additional Recurring Rental Payment shall be paid monthly on the first day of each month through the end of the Rental Installment Period. Any and all Recurring Rental Payments, together with any other amounts required to be paid pursuant to this Section 1 are referred to collectively herein as "**Rent**". The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until the Effective Date. From and after the Effective Date, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay Landlord except as provided herein. Tenant shall have the right to deduct from the Recurring Rental Payment(s), on a prorated basis, any prepaid monthly and/or annual rental payments or other amounts payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Effective Date. At the end of the Rental Installment Period, no further rental payments shall be owed by Tenant to Landlord for the remainder

ATC Site No: 413222

VZW Site No: 148997

Site Name: Bisambulancebutte ND

of the Term (as defined herein). In the event Tenant terminates the Lease, or if the Lease is terminated in accordance with applicable law for any reason and such termination occurs during the Rental Installment Period, then all remaining payments and/or any other monetary amounts or consideration due hereunder following the date of termination shall cease and Tenant shall not be required to make any such payments or pay such amounts. Notwithstanding anything to the contrary contained in the Lease, all Recurring Rental Payments and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Eugene Howarth**.

2. **Rent Guarantee.** Notwithstanding anything to the contrary in the Lease, as amended, in the event the Lease terminates prior to ten (10) years after the Effective Date hereof (the "**Rent Guarantee Date**"), Tenant shall pay to Landlord in one lump-sum the total remaining Rent payments that would have otherwise been due to the Landlord through the Rent Guarantee Date (the "**Rent Guarantee Amount**") within thirty (30) days after termination of the Lease, provided however, the Rent Guarantee Amount shall not be paid to Landlord in the event that: (i) the Lease is terminated by Tenant due to an uncured breach of the Lease by Landlord; or (ii) the Lease is terminated by either party or any applicable third party having a legal or statutory right to terminate the Lease due to a condemnation or taking of the Leased Premises and/or Parent Parcel by the applicable local, state or federal jurisdiction or agency.
3. **Conditions Precedent.** All payments described in this Amendment are contingent upon the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before August 31, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); (d) receipt by Tenant of 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, with such execution duly notarized, together with any applicable forms required to record the Memorandum, which forms shall be supplied by Tenant to Landlord; and (e) if applicable, a closing statement executed by Landlord. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.
4. **No Duty to Confirm Owner of Premises.** After the Effective Date, Tenant shall not have a duty to confirm the current fee simple owner of the Premises prior to making any payments required pursuant to this Amendment or other payments owed under the Lease, if any. It shall be Landlord's sole responsibility to notify, or cause any applicable third party to notify, Tenant of a new fee simple owner of the Premises and, therefore, a new payee for all payments owed by Tenant and scheduled to be received by Landlord pursuant to this Amendment and the Lease. Landlord hereby agrees to and does indemnify and hold harmless Tenant from any and all damages and costs incurred by Tenant (including, but not limited to, court costs and attorney/legal fees) as a result of a breach of this Section by Landlord or as a result of any disputes that may arise between Landlord (or Tenant) and any third party relating to any payments being made by Tenant under this Amendment or the Lease. Landlord shall not be permitted to assign the Lease or payments due under this Amendment or the Lease except that both shall automatically be assigned to, and all rights and obligations herein shall be assumed by, any succeeding fee simple owner of the entire Premises with no additional action required by Landlord to effect such assignment except that Landlord shall notify Tenant of such assignment and shall obtain, or cause such new fee simple owner to provide to Tenant, an IRS W-9 form and any other documentation required by Tenant to commence payment to such new fee simple owner any remaining payments owed by Tenant under this Amendment.

5. **Lease Term Extended.** In consideration for payment of the Rent, the current term of the Lease is hereby extended to that date which is **Forty (40) years** after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon thirty (30) days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Pre-Paid Rental Amount, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Pre-Paid Rental Amount pursuant to the foregoing, then Landlord shall remit such portion to Tenant within thirty (30) days of Tenant's written demand therefor.
6. **Tower Removal.** Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, 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 shall restore, subject to the condemnation provisions set forth herein, the Leased Premises to its original condition, reasonable wear and tear excepted. In the event Tenant, or its successors, abandons its use of the Leased Premises, then Landlord, or its successors, may terminate this Agreement and the Lease(s) conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Leased Premises shall revert back to Landlord. Abandonment shall be deemed to have occurred if neither Tenant nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Leased Premises in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Leased Premises, or maintenance and/or upkeep of the Leased Premises) for a consecutive period of ten (10) years, and, following the expiration of such ten (10) year period, do not respond within forty-five (45) days of Tenant's receipt of written notice from Landlord asserting such abandonment.
7. **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, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from 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, installing identifying signs, including those required by any governmental authority, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Upon assignment, Tenant will be released from any liability arising after the date of such assignment, and the assignee will be responsible for all future obligations of Tenant under the Lease. 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, Landlord hereby agrees

promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord further grants to Tenant a limited power of attorney for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Leased Premises. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term and within ninety (90) days after the expiration or termination hereof. Landlord hereby acknowledges and agrees that Tenant shall have the right 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 an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

8. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

9. **Landlord Statements; Title to Parent Parcel.** 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, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. 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.

10. **NDA.** If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in connection with such risk assessment.
11. **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.
12. **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: 400 1/2 8th St. NW, Madan, ND 58554; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also 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.
13. **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.

14. **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.
15. **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.
16. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower'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 and/or American Tower 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, American Tower or Holder.
17. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the Term, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 413222
VZW Site No: 148997
Site Name: Bisambulancebutte ND

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

LANDLORD

2 WITNESSES

Eugene Howarth

Signature: Eugene Howarth
Print Name: Eugene Howarth
Title: _____
Date: 7-31-17

Signature: Mary Rebenitsch
Print Name: Mary Rebenitsch
Signature: [Signature]
Print Name: Darrell Berger

WITNESS AND ACKNOWLEDGEMENT

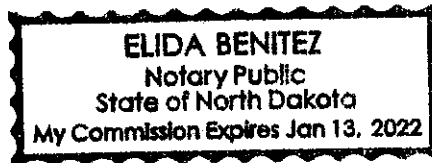
State/Commonwealth of North Dakota

County of Morton

On this 31st day of July, 2017, before me, Elida Benitez the undersigned Notary Public, personally appeared Eugene Howarth, 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.

[Signature]
Notary Public
Print Name: Elida Benitez
My commission expires: Jan 13, 2022



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Bismarck MSA Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company Title: Attorney-in-Fact

Signature: [Handwritten Signature] Print Name: Shawn Lanier Title: Vice President - Legal Date: 1-29-2018

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 29th day of January, 2018, before me, Renee Byrd 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.

[Handwritten Signature] Notary Public Print Name: _____ My commission expires: _____



RENEE BYRD Notary Public Commonwealth of Massachusetts My Commission Expires April 27, 2023

[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.

Township 136, Range 80, Section 22 W1/2SE1/4.

AND BEING the same property conveyed to Eugene Howarth from Agnes Howarth by Quit Claim Deed dated April 20, 1994 and recorded April 20, 1994 in Instrument No. 330313.

***Being situated in the County of Morton, State of North Dakota, and being known as
Morton County APN: 15-0100000***

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 and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 350,000 square feet; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N46°11'34"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 2854.19 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASE AREA; THENCE S90°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N00°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N90°00'00"E, A DISTANCE OF 591.60 FEET; THENCE S00°00'00"E, A DISTANCE OF 591.60 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 8.035 ACRES, MORE OR LESS.

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:

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N67°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS S52°42'55"W, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 37°34'44", A DISTANCE OF 127.90 FEET; THENCE N57°17'04"W, A DISTANCE OF 163.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250 FEET, A CENTRAL ANGLE OF 26°47'29", A DISTANCE OF 116.81 FEET; THENCE N84°04'43"W, A DISTANCE OF 132.73 FEET; THENCE S87°36'19"W, A DISTANCE OF 181.82 FEET; THENCE N89°57'40"W, A DISTANCE OF 457.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 56°15'10", A DISTANCE OF 196.38 FEET; THENCE N33°12'36"W, A DISTANCE OF 129.46 FEET; THENCE N40°14'55"W, A DISTANCE OF 73.1 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 47°09'06", A DISTANCE OF 411.48 FEET; THENCE N06°54'11"E, A DISTANCE OF 201.88 FEET; THENCE N41°06'16"E, A DISTANCE OF 214.06 FEET; THENCE N54°45'06"E, A DISTANCE OF 207.31 FEET; THENCE N57°23'33"E, A DISTANCE OF 100.34 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF A LEASE AREA, SAID POINT BEING THE POINT OF TERMINUS.

SIDELINES OF SAID STRIP EXTEND AND SHORTEN AS NECESSARY TO INTERSECT THE LINES THAT THE POINT OF BEGINNING AND POINT OF TERMINUS ARE PART OF

SAID ACCESS AND UTILITY EASEMENT CONTAINS 1.102 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N67°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 264.37 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS AND UTILITY EASEMENT; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 264.37 FEET; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS N77°58'02"E, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 13°30'13", A DISTANCE OF 68.92 FEET; THENCE N01°28'14"E, A DISTANCE OF 225.81 FEET TO THE POINT OF BEGINNING.

SAID ACCESS AND UTILITY EASEMENT CONTAINS 0.820 ACRES, MORE OR LESS

THE THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

This Third Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Eugene Howarth**, an individual ("**Landlord**") and **Bismark MSA, Limited Partnership**, d/b/a Verizon Wireless ("**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 Lease Agreement dated December 31, 1990 (the "**Original Lease**") as amended by that certain First Amendment to Lease agreement dated December 31, 2015 (the "**First Amendment**"), as amended by that certain Second Amendment to Lease Agreement dated January 29, 2018 (the "**Second Amendment**") (The Original Lease, First Amendment, and Second Amendment collectively referred to herein as 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 and easements for guy wires and guy anchors, 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, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease 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 **Two Thousand and No/100 Dollars (\$2,000.00)**, 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 31, 2021; (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. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **One Thousand Two Hundred Twenty Five and No/100 Dollars (\$1,225.00) per month** (the "**Rent**"). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. 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 **Eugene Howarth**.

3. **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. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. 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, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for 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 owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
5. **Limited Right of First Refusal**. The Parties acknowledge and agree that Section 5 of the First Amendment and Section 8 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or

other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

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; (v) to the best of Landlord's knowledge, 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; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing Tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). 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.** The Parties acknowledge and agree that Section 7 of the First Amendment and Section 11 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. 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 or American Tower 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.** The Parties acknowledge and agree that Section 19 of the Original Lease, Section 8 of the First Amendment, and Section 12 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. 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: 400 ½ 8th Street, NW, Mandan, ND 58554; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: 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. **Taxes.** The Parties acknowledge and agree that Section 17 of the Second Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by


Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

11. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

**Eugene Howarth,
an individual**

Signature: 
Print Name: Eugene Howarth
Date: 04-08-21

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Bismark MSA, Limited Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: 

Print Name: Carol Maxime

Title: _____

Date: Senior Counsel, US Tower

6/15/2021

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.

The following tract or parcel of land lying and being in the County of Morton, State of North Dakota, and described as follows to-wit:

The west half of the south-east quarter and the east half of the south-west quarter and the north-west quarter of the south-west quarter of Section 22 all in Township 136 - Range 80.

Parcel ID#: 15-0100000

This being a portion of the same property conveyed to Eugene Howarth, a single person from Agnes Howarth, a single person, in a deed dated April 20, 1994 and recorded April 20, 1994, in Instrument No. 330313, Morton County, North Dakota.

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 and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater 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).

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N46°11'34"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 2854.19 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASE AREA; THENCE S90°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N00°00'00"W, A DISTANCE OF 591.60 FEET; THENCE N90°00'00"E, A DISTANCE OF 591.60 FEET; THENCE S00°00'00"E, A DISTANCE OF 591.60 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 8.035 ACRES, MORE OR LESS.

ATC Site No: 413222
VZW Site No: 148997
Site Name: BISAMBULANCEBUTTE ND

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N57°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS S32°42'56"W, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 37°34'44", A DISTANCE OF 127.90 FEET; THENCE N57°17'04"W, A DISTANCE OF 153.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250 FEET, A CENTRAL ANGLE OF 26°47'39", A DISTANCE OF 116.91 FEET; THENCE N84°04'43"W, A DISTANCE OF 132.73 FEET; THENCE S87°38'19"W, A DISTANCE OF 181.82 FEET; THENCE N89°57'40"W, A DISTANCE OF 457.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 56°15'10", A DISTANCE OF 196.36 FEET; THENCE N33°42'30"W, A DISTANCE OF 129.48 FEET; THENCE N40°14'55"W, A DISTANCE OF 73.1 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 47°09'06", A DISTANCE OF 411.48 FEET; THENCE N06°54'11"E, A DISTANCE OF 201.88 FEET; THENCE N41°06'16"E, A DISTANCE OF 214.56 FEET; THENCE N54°45'06"E, A DISTANCE OF 207.31 FEET; THENCE N57°23'33"E, A DISTANCE OF 100.34 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF A LEASE AREA, SAID POINT BEING THE POINT OF TERMINUS.

SIDELINES OF SAID STRIP EXTEND AND SHORTEN AS NECESSARY TO INTERSECT THE LINES THAT THE POINT OF BEGINNING AND POINT OF TERMINUS ARE PART OF SAID ACCESS AND UTILITY EASEMENT CONTAINS 1.102 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE W1/2 OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N57°13'03"W (BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE1/4 OF SECTION 22, TOWNSHIP 136 NORTH, RANGE 80 WEST OF THE 5TH P.M., AND BEARS N89°57'19"W), A DISTANCE OF 1580.81 FEET, TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE SE1/4 OF SECTION 22; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS AND UTILITY EASEMENT; THENCE S00°04'41"W ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET; THENCE ALONG THEN ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS N77°58'02"E, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 13°30'13", A DISTANCE OF 58.92 FEET; THENCE N01°28'14"E, A DISTANCE OF 225.91 FEET TO THE POINT OF BEGINNING.

SAID ACCESS AND UTILITY EASEMENT CONTAINS 0.020 ACRES, MORE OR LESS

EXHIBIT B

FORM OF MEMORANDUM OF LEASE