

## THE FIRST AMENDMENT TO OPTION AND 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 **Atlas Township**, a Michigan municipal corporation ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

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

**WHEREAS**, Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest to Tenant, entered into that certain Option and Lease Agreement dated October 14, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

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

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Nineteen Thousand and No/100 Dollars (\$19,000.00)**, 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 August 15, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 28, 2012 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on June 27, 2037. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). 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 at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) 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 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. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Atlas Township MI**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owned to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **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). 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.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 277, Goodrich, MI 48438; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
13. **Taxes.** The Parties hereby agree that Section 21 of the Lease is deleted in its entirety. During the term of the Lease, 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]

**LANDLORD:**

**Atlas Township**, a Michigan municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**American Towers LLC, a Delaware limited liability company**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

A PARCEL OF LAND DESCRIBED AS BEING PART OF THE SOUTHEAST 1/4, SECTION 17, ATLAS TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT THAT IS SOUTH 0° 15' EAST 1022.41 FEET FROM THE EAST ¼ CORNER, SECTION 17; THENCE SOUTH 0° 15' EAST 300 FEET; THENCE SOUTH 88° 35' 41" WEST 1320 FEET; THENCE NORTH 0° 15' WEST 300 FEET; THENCE NORTH 88° 35' 41" EAST 1320 FEET TO THE POINT OF BEGINNING. RESERVING THAT PART FOR GALE ROAD SO-CALLED.

Being Genesee County APN: 02-17-400-003.

EXHIBIT A (continued)

LEASED PREMISES

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

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 5,625 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).

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gole Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 662.41 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'35" West, a distance of 72.50 feet to an iron pin set and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Lease Area herein described;

Thence, bearing North 02°37'41" West, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing North 87°22'19" East, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing South 02°37'41" East, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing South 87°22'19" West, a distance of 75.00 feet to the PRINCIPAL PLACE OF BEGINNING, containing 0.1291 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.



EXHIBIT A (continued)

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:

Access and Utility

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeastern corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gale Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 138.82 feet to a point thereon and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Access/Utility Easement herein described;

Thence continuing along said line, bearing South 87°22'25" West, a distance of 495.09 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'36" West, a distance of 72.51 feet to a point on the Southerly line of a proposed AT&T Lease Area;

Thence at a right angle and along said Lease Area line, bearing North 87°22'24" East, a distance of 20.00 feet to a point thereon;

Thence at a right angle, bearing South 02°37'36" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing North 87°22'24" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 02°37'36" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 87°22'24" West, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 02°37'36" East, a distance of 12.50 feet to a point;

Thence parallel with the aforementioned Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing North 87°22'25" East, a distance of 412.65 feet to a point;

Thence, bearing North 02°37'35" West, a distance of 20.00 feet to a point of curvature;

Thence, along a non-tangent curve to the left having a radius of 74.90 feet, a central angle of 29°39'34", a tangent length of 19.83 feet, a chord of which bears South 86°08'23" East for a distance of 38.34 feet and having an arc length of 38.77 feet to a point;

Thence, bearing North 58°56'17" East, a distance of 34.00 feet to a point;

Thence, bearing North 02°51'24" West, a distance of 29.02 feet to a point;

Thence at a right angle, bearing North 87°08'36" East, a distance of 85.92 feet to a point on the Westerly Right-of-Way line of S. Gale Road;

Thence along said Right-of-Way line, bearing South 01°32'30" East, a distance of 29.65 feet to a point thereon;

Thence leaving said Right-of-Way line, bearing South 87°22'25" West, a distance of 58.32 feet to a point;

Thence, bearing South 54°08'48" West, a distance of 38.83 feet to a point;

EXHIBIT A (continued)

Thence, bearing South 02°37'35" East, a distance of 30.28 feet to the PRINCIPAL PLACE OF BEGINNING, intending to be a variable width strip of land for ingress/egress and utility purposes and containing 0.3529 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.

Utility Easement

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gale Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 50.01 feet to a point thereon, said point also being at the Westerly Right-of-Way line of S. Gale Road and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Utility Easement herein described;

Thence continuing along said Southerly line, bearing South 87°22'25" West, a distance of 89.81 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'35" West, a distance of 10.00 feet to a point;

Thence at a right angle and parallel with said Southerly line, bearing North 87°22'25" East, a distance of 90.00 feet to a point on the aforementioned Right-of-Way line of S. Gale Road;

Thence along said Right-of-Way line, bearing South 01°32'30" East, a distance of 10.00 feet to the PRINCIPAL PLACE OF BEGINNING, intending to be a 10-foot wide strip of land for utility purposes and containing 0.0206 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Ryan Oatis, Esq.  
ATC Site No: 272775  
ATC Site Name: Atlas-Slayton MI  
Assessor's Parcel No(s): 02-17-400-003

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: 201205120047420  
State of Genesee  
County of Michigan

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between **Atlas Township**, a Michigan municipal corporation ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

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

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest to Tenant, entered into that certain Option and Lease Agreement dated October 14, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 27, 2077. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **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: P.O. Box 277, Goodrich, MI 48438; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

**LANDLORD**

**2 WITNESSES**

Atlas Township, a Michigan municipal corporation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

American Towers LLC, a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[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.

A PARCEL OF LAND DESCRIBED AS BEING PART OF THE SOUTHEAST 1/4, SECTION 17, ATLAS TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT THAT IS SOUTH 0° 15' EAST 1022.41 FEET FROM THE EAST ¼ CORNER, SECTION 17; THENCE SOUTH 0° 15' EAST 300 FEET; THENCE SOUTH 88° 35' 41" WEST 1320 FEET; THENCE NORTH 0° 15' WEST 300 FEET; THENCE NORTH 88° 35' 41" EAST 1320 FEET TO THE POINT OF BEGINNING. RESERVING THAT PART FOR GALE ROAD SO-CALLED.

Being Genesee County APN: 02-17-400-003.



EXHIBIT A (continued)

LEASED PREMISES

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

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 5,625 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).

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gale Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 662.41 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'35" West, a distance of 72.50 feet to an iron pin set and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Lease Area herein described;

Thence, bearing North 02°37'41" West, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing North 87°22'19" East, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing South 02°37'41" East, a distance of 75.00 feet to an iron pin set;

Thence at a right angle, bearing South 87°22'19" West, a distance of 75.00 feet to the PRINCIPAL PLACE OF BEGINNING, containing 0.1291 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.

EXHIBIT A (continued)

**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:

**Access and Utility**

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gale Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 139.82 feet to a point thereon and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Access/Utility Easement herein described;

Thence continuing along said line, bearing South 87°22'25" West, a distance of 495.09 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'36" West, a distance of 72.51 feet to a point on the Southerly line of a proposed AT&T Lease Area;

Thence at a right angle and along said Lease Area line, bearing North 87°22'24" East, a distance of 20.00 feet to a point thereon;

Thence at a right angle, bearing South 02°37'36" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing North 87°22'24" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 02°37'36" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 87°22'24" West, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 02°37'36" East, a distance of 12.50 feet to a point;

Thence parallel with the aforementioned Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing North 87°22'25" East, a distance of 412.65 feet to a point;

Thence, bearing North 02°37'35" West, a distance of 20.00 feet to a point of curvature;

Thence, along a non-tangent curve to the left having a radius of 74.90 feet, a central angle of 29°39'34", a tangent length of 19.83 feet, a chord of which bears South 86°08'23" East for a distance of 38.34 feet and having an arc length of 38.77 feet to a point;

Thence, bearing North 58°56'17" East, a distance of 34.00 feet to a point;

Thence, bearing North 02°51'24" West, a distance of 29.02 feet to a point;

Thence at a right angle, bearing North 87°08'38" East, a distance of 85.92 feet to a point on the Westerly Right-of-Way line of S. Gale Road;

Thence along said Right-of-Way line, bearing South 01°32'30" East, a distance of 29.65 feet to a point thereon;

Thence leaving said Right-of-Way line, bearing South 87°22'25" West, a distance of 58.32 feet to a point;

Thence, bearing South 54°08'48" West, a distance of 38.83 feet to a point;

EXHIBIT A (continued)

Thence, bearing South 02°37'35" East, a distance of 30.28 feet to the PRINCIPAL PLACE OF BEGINNING, intending to be a variable width strip of land for ingress/egress and utility purposes and containing 0.3529 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.

Utility Easement

Situated in the Township of Atlas, County of Genesee and State of Michigan, and known as being part of the Southeast Quarter of Section No. 17, Town 6 North, Range 8 East and further known as being part of lands conveyed to the Township of Atlas, Genesee County, Michigan by deed dated May 31, 1973 in Liber 1857, Page 190 of the Genesee County Recorder's Records, further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the Township of Atlas, Genesee County, Michigan, said point being on the centerline of S. Gale Road, having a varied width, said line also being the Easterly line of said Section 17;

Thence along the Southerly line of said lands conveyed to the Township of Atlas, Genesee County, Michigan, bearing South 87°22'25" West, a distance of 50.01 feet to a point thereon, said point also being at the Westerly Right-of-Way line of S. Gale Road and being the PRINCIPAL PLACE OF BEGINNING of the AT&T Utility Easement herein described;

Thence continuing along said Southerly line, bearing South 87°22'25" West, a distance of 89.81 feet to a point thereon;

Thence leaving said line at a right angle, bearing North 02°37'35" West, a distance of 10.00 feet to a point;

Thence at a right angle and parallel with said Southerly line, bearing North 87°22'25" East, a distance of 90.00 feet to a point on the aforementioned Right-of-Way line of S. Gale Road;

Thence along said Right-of-Way line, bearing South 01°32'30" East, a distance of 10.00 feet to the PRINCIPAL PLACE OF BEGINNING, intending to be a 10-foot wide strip of land for utility purposes and containing 0.0206 of an acre of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Anthony J. Robinson, L.P.S. No. 50448 by AR Surveying in April 2011.

## Instructions for completing the Resolution and Consent Affidavit

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Ryan Oatis, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 02-17-400-003

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**RESOLUTION AND CONSENT AFFIDAVIT**

**Atlas Township**, a Michigan municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Towers LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Option and Lease Agreement dated October 14, 2011 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]