

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Agreement*”) is made effective as of the date of the latter signature hereof (the “*Execution Date*”) and is by and between Landlord and American Tower.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the “*Property*”) located in the County of Hancock, State of Indiana, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to American Tower an option to lease from Landlord a portion of the Property (the “*Compound*”), together with easements for ingress and egress and the installation and maintenance of utilities (the “*Easement*” and together with the Compound, the “*Site*”) both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

- (a) ***American Tower:*** UniSite LLC, a Delaware limited liability company
- (b) ***Landlord:*** City of Greenfield, Indiana
- (c) ***Commencement Date:*** June 28, 2024.
- (d) ***Initial Term:*** Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.
- (e) ***Renewal Terms:*** Each of the three (3) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.
- (f) ***Term:*** The Initial Term with any and all Renewal Terms
- (g) ***Rent:*** The monthly amount of \$6,000.00.
- (h) ***Increase Amount:*** Commencing on June 28, 2025, and on each successive annual anniversary thereof, Rent due under this Agreement, shall increase by an amount equal to **three percent (3%)** of the then current Rent.
- (i) ***Increase Date:*** June 28, 2025, and each successive annual anniversary thereof.
- (j) ***Original Agreement:*** Standard Lease Agreement dated May 14, 1999, by and between OMNIPOINT COMMUNICATIONS MIDWEST OPERATIONS, LLC, a Delaware limited liability company, as Lessee, and City of Greenfield, as Lessor.

2. Prior Terminated Agreement. Effective as of June 27, 2024, the Parties agree that this Agreement replaces and supersedes the Original Agreement and any other agreement between them.

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(d).

(b) Renewal Terms. American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(c). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) One Time Payment. American Tower shall pay to Landlord a one-time payment in the amount of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, payable within thirty (30) days of the Execution Date and subject to the following conditions precedent: (a) American Tower's receipt of this Agreement executed by Landlord, on or before May 28, 2024; (b) American Tower's confirmation that Landlord's statements as further set forth in this Agreement are true, accurate, and complete, including verification of Landlord's ownership; (c) American Tower's receipt of any documents and other items reasonably requested by American Tower in order to effectuate the transaction and payment contemplated herein; and (d) receipt by American Tower of an original Memorandum (as defined herein) executed by Landlord.

(b) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at the address for Landlord referenced in Paragraph 23 of this Agreement. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(c) On the Increase Date, the Rent will increase by the Increase Amount.

(d) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required to, treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(e) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

(f) Landlord shall be permitted to request, no more than once per twelve (12) month period, an Affidavit of Rents evidencing the rental amount(s) paid and application of any Increase Amount owed to Landlord for that period, pursuant to the terms of this Agreement.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, smart poles, data centers small cells, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site for the transmission, reception, storage, processing and dissemination of communication signals, data and applications including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission, receipt, storage, processing and dissemination of communication signals, data and applications (the "**Intended Use**").

(b) American Tower, at its sole discretion, will have the right, without the consent of, but shall provide prior notice to, Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a “*Collocator*” and collectively, the “*Collimators*”). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound after obtaining all necessary state, federal, and local permits, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

6. Tower Facilities.

(a) American Tower will have the right, at American Tower’s sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement, after obtaining all necessary state, federal, and local permits.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site. To the extent that Landlord or emergency services must enter the Compound during an active emergency related to serious injury or bodily harm, Landlord shall notify American Tower at the numbers referenced below, as soon as reasonably practicable given the circumstances of the emergency. Notwithstanding the foregoing and only in the event of an emergency, which if unmitigated, would cause imminent bodily harm to any persons located on the Property, American Tower agrees that Landlord shall be permitted to enter the Compound only after Landlord has called (i) American Tower’s Network Operations Center at 1-877-518-6937, (ii) American Tower’s Landlord Relations Department at 1-866-586-9377 (Option1), and (iii) the local emergency services, to the extent that it is reasonably appropriate to do so.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term and at all times in conformity with the Code of Ordinances of Greenfield, Indiana. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. Utilities.

(a) American Tower and/or its Collocator(s) shall have the right, at the respective party's expense, to install utilities and to improve present utilities on the Property and the Site, in cooperation with Landlord's utility services. American Tower and/or its Collocator(s) shall have the right to permanently place all necessary or required utilities, including but not limited to utility wires, poles, cables, fiber optic cable, conduits and pipes, over, under or along the Easement(s) in order to service the Compound and Tower Facilities. In the event that utilities necessary to service the equipment of American Tower or the equipment of Collocator(s) cannot be located with the Easement(s), Landlord agrees to cooperate with American Tower and to act reasonably in allowing the location of utilities on other real property owned by Landlord without requiring additional compensation from American Tower or Collocator(s) other than applicable utility permitting charges. Landlord shall, upon American Tower's request, execute a separate written easement to American Tower, Collocator(s) and/or any entity that is authorized to provide utility service to American Tower and/or its Collocator(s) in a form which may be filed of record to evidence this right.

(b) American Tower and the Collocators each may install backup generator(s).

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied, but may only do so after providing Landlord with written notice of the nature and extent of the interference and allowing Landlord the opportunity to cure the interference within five (5) business days of said notice.

9. Representations and Warranties of Landlord. Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement and 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 the jurisdiction in which the Property is located;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to a public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Compliance with Laws.

(a) General Compliance with Laws. American Tower shall, at its sole cost and expense, comply with the requirements of applicable municipal, county, state and federal authorities now in force, or which hereafter may be in force, pertaining to American Tower's use of Compound. American Tower shall ensure that its communications towers satisfy any and all applicable Federal Communications Commission (the "**FCC**") regulations, including but not limited to those pertaining to lighting and painting. Therefore, American Tower is hereby authorized to conduct and perform such maintenance, repairs, improvements and/or inspections reasonably necessary to ensure compliance with all lighting and painting and other applicable requirements of the FCC, and any similar regulations of the Federal Aviation Administration or other applicable regulations. Upon reasonable advance written request by Landlord, American Tower shall provide Landlord with a copy of any licenses and inspection reports related to FCC requirements in American Tower's possession.

(b) Equal Opportunity Employer. American Tower warrants and represents that it is an equal opportunity employer and that it does not unlawfully discriminate or discriminate against anyone due to race, creed, color, age, sex, national origin, disability or handicap.

11. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property owned by, or under the control of, Landlord that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after

American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

12. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 12 herein, American Tower shall be relieved of all further liability hereunder, except for the obligations of American Tower under provision 6(e) of this Agreement.

13. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Notwithstanding the foregoing, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's Property calculated based on any monetary consideration paid by American Tower to Landlord. Additionally, and as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

14. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, “*Environmental Laws*”) by either Landlord or to Landlord’s knowledge by any third party; and

(ii) To Landlord’s knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term “*Hazardous Materials*” means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

15. Indemnification.

(a) General Indemnification. American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits, judgments, or causes of action, including costs and reasonable attorney’s fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent, grossly negligent and intentional acts or omissions of American Tower, or American Tower’s employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters. American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of American Tower’s activities after the execution of this Agreement.

16. Sale of Property.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord’s full interest in this Agreement the purchaser must agree to perform, without requiring compensation from American Tower or any Collocator, any obligation of the Landlord under this Agreement, including Landlord’s obligation to cooperate with American Tower as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from American Tower or any Collocator to be paid to such purchaser.

17. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 16 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower, which shall not be unreasonably withheld.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder. American Tower may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of American Tower at any time without the prior written consent or approval of, but upon prior notice to, Landlord. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. The parties further agree that it shall be unreasonable for Landlord to withhold consent for any assignment to a person or entity who provides evidence of sufficient financial strength, based on objective, commercially reasonable standards, to fulfil the obligations of American Tower hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Tenant under this Agreement, then Tenant will be relieved of all of its obligations, duties and liabilities hereunder.

18. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

19. Insurance. American Tower shall at all times during the term(s) hereof and at American Tower's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Compound, in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Five Million and No/100 Dollars (\$5,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Within thirty (30) days of American Tower's receipt of a written request from Landlord, and no more than once per calendar year, American Tower shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this paragraph. Such policy shall cover the

Compound and include Landlord as an additional insured. Once every three (3) years, the Landlord may in writing request an increase to these limits and such increase shall be made in American Tower's commercially reasonable discretion. The insurance specified herein shall be effected under a valid and enforceable policy, insured by insurers licensed to do business by the State of Indiana with a financial standing of at least an A- rating or better by A.M. Best Company, or equivalent rating by any successor insurance rating company.

20. Waiver of Damages.

(a) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES. FURTHER, THIS PROVISION DOES NOT WAIVE THE RIGHT OF EITHER PARTY TO SEEK ACTUAL DAMAGES AS A RESULT OF ANY UNCURED DEFAULT WITHIN THIS AGREEMENT.

21. Confidentiality. Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

22. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

23. 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: Attn: Mayor's Office, 10 South State Street Greenfield, IN 46140; to American Tower 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.

24. Further Acts.

(a) Within fifteen (15) days after receipt of a written request from American Tower, Landlord will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement. Landlord hereby appoints American Tower as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining the Approvals, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building applications associated with the Intended Use and such attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Compound.

(b) American Tower will be entitled to liquidated damages for the revenue lost by American Tower as a result of any undue delay caused by Landlord's unwillingness to execute a document or to take any other action within Landlord's power and authority, reasonably deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that American Tower may deduct the amount of one hundred and 00/100 dollars (\$100.00) per day from future installments of Rent for any undue delay to American Tower caused by Landlord's failure or unwillingness to act, such amount being an estimate of American Tower's lost revenue. American Tower's right to collect such liquidated damages will in no way affect American Tower's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

25. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

26. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "**Title**") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Except as otherwise expressly permitted in this Agreement, during the Term, Landlord shall not, and shall not allow, the sale, transfer, granting, conveyancing, leasing, and/or licensing by deed, easement, lease, license or other legal instrument and/or agreement, an interest in and to, or the right to use or occupy any portion of the Property or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity (other than American Tower) directly or indirectly engaged in the business of owning, acquiring, constructing, operating, managing, investing in wireless telecommunications infrastructure without the prior written consent of American Tower, which may be withheld, conditioned, and/or delayed in American Tower's sole, reasonable discretion.

(n) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in Hancock County, Indiana, to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD

2 WITNESSES

City of Greenfield, Indiana

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, 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]

County of Residence _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AMERICAN TOWER

WITNESS

UniSite 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 _____, 202__, 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]

County of Residence _____

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

American Tower 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 Agreement and American Tower's improvements thereon.

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

A part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 16 North, Range 7 East, Hancock County, Indiana; more particularly described as follows: COMMENCING at the Southeast corner of the Southwest Quarter of Section 20, Township 16 North, Range 7 East; thence North 88 degrees 44 minutes 51 seconds East, 493.68 feet to the West side of the extended right-of-way for Fields Boulevard; thence North 00 degrees 25 minutes 40 seconds West on and along said West right-of-way line 50 feet to the point of intersection with the North right-of-way line for New Road; said point being the POINT OF BEGINNING of this description; thence continuing North 00 degrees 25 minutes 40 seconds West along said West right-of-way line 300.00 feet; thence South 88 degrees 44 minutes 51 seconds West 260.00 feet; thence South 00 degrees 25 minutes 40 seconds East, 300.00 feet to the North right-of-way line of New Road; thence North 88 degrees 44 minutes 51 seconds East 260.00 feet to the POINT OF BEGINNING, containing 1.79 acres, more or less and subject to all easements, rights of way, and restrictions of record.

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

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

COMPOUND

The Compound consists of that portion of the Property as defined in the Agreement which shall include access and utilities easements. The square footage of the Compound shall be the greater of: (i) 4,162 square feet; (ii) American Tower's (and American Tower's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

A part of the Southeast quarter of Section 20, Township 16 North, Range 7 East, Hancock County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence North 88 degrees 44 minutes 51 seconds East 493.68 feet along the south line of said quarter section to the west boundary of Fields Boulevard; thence North 0 degrees 25 minutes 40 seconds West 303.03 feet along the boundary of said Fields Boulevard to the point of beginning of this description: thence South 25 degrees 19 minutes 52 seconds West 52.89 feet; thence North 43 degrees 30 minutes 59 seconds West 79.34 feet; thence North 0 degrees 55 minutes 11 seconds West 25.55 feet; thence South 87 degrees 01 minute 23 seconds East 58.48 feet; thence North 89 degrees 32 minutes 02 seconds East 19.03 feet to the west boundary of Fields Boulevard; thence South 0 degrees 25 minutes 40 seconds East along the boundary of said Fields Boulevard to the point of beginning and containing 4,162 square feet, more or less.

[SITE DESCRIPTION CONTINUES ON NEXT PAGE]

EXHIBIT B (CONTINUED)

DESCRIPTION OR DEPICTION OF SITE (CONTINUED)

EASEMENT

The Easement include all easements of record as well that portion of the Property currently utilized by American Tower (and American Tower's customers) for ingress, egress and utility purposes from the Compound to and from a public right of way including but not limited to:

A part of the Southeast quarter of Section 20, Township 16 North, Range 7 East, Hancock County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence South 90 degrees 00 minutes 00 seconds East 493.68 feet along the south line of said quarter section to the prolonged west boundary of Fields Boulevard; thence North 0 degrees 49 minutes 29 seconds East 325.00 feet along said prolonged west boundary and along the west boundary of said Fields Boulevard to the point of beginning of this description: thence North 90 degrees 00 minutes 00 seconds West 35.00 feet; thence North 0 degrees 49 minutes 31 seconds East 20.00 feet; thence South 90 degrees 00 minutes 00 seconds East 35.00 feet; thence South 0 degrees 49 minutes 29 seconds West 20.00 feet to the point of beginning and containing 700 square feet, more or less.

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site # 91687
Site Name: Greenfield IN2

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**") is executed this ____ day of _____, 202__ by and between City of Greenfield, Indiana, with a mailing address of 10 South State Street, Greenfield, IN 46140 ("**Landlord**") and UniSite LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("**American Tower**") and evidences that on the ____ day of _____, 202__ a Lease Agreement ("**Agreement**") was entered into by and between Landlord and American Tower.

1. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("**Property**"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property ("**Compound**") and to acquire certain easements for ingress, egress and utilities ("**Easements**" and collectively with the Compound, the "**Site**", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

2. **Lease.** The Agreement shall constitute a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for three (3) additional periods of five (5) years each unless American Tower notifies Landlord of its decision not to renew the Agreement.

3. **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: Attn: Mayor's Office, 10 South State Street Greenfield, IN 46140; 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.

5. **Limited Attorney-in-Fact.** Landlord hereby appoints American Tower as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining government approvals for American Tower's development and use of the Site in accordance with the Agreement, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building applications associated with the use of the Site. This attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Compound.

6. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates signed below.

LANDLORD

2 WITNESSES

City of Greenfield, Indiana,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, 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]

County of Residence _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AMERICAN TOWER

WITNESS

UniSite 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 _____, 202__, 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: _____

County of Residence _____

[SEAL]

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

American Tower 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 Agreement and American Tower's improvements thereon.

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EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

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COMPOUND

The Compound consists of that portion of the Property as defined in the Agreement which shall include access and utilities easements. The square footage of the Compound shall be the greater of: (i) 4,162 square feet; (ii) American Tower's (and American Tower's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

A part of the Southeast quarter of Section 20, Township 16 North, Range 7 East, Hancock County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence North 88 degrees 44 minutes 51 seconds East 493.68 feet along the south line of said quarter section to the west boundary of Fields Boulevard; thence North 0 degrees 25 minutes 40 seconds West 303.03 feet along the boundary of said Fields Boulevard to the point of beginning of this description: thence South 25 degrees 19 minutes 52 seconds West 52.89 feet; thence North 43 degrees 30 minutes 59 seconds West 79.34 feet; thence North 0 degrees 55 minutes 11 seconds West 25.55 feet; thence South 87 degrees 01 minute 23 seconds East 58.48 feet; thence North 89 degrees 32 minutes 02 seconds East 19.03 feet to the west boundary of Fields Boulevard; thence South 0 degrees 25 minutes 40 seconds East along the boundary of said Fields Boulevard to the point of beginning and containing 4,162 square feet, more or less.

[SITE DESCRIPTION CONTINUES ON NEXT PAGE]

EXHIBIT B (CONTINUED)

DESCRIPTION OR DEPICTION OF SITE (CONTINUED)

EASEMENT

The Easement include all easements of record as well that portion of the Property currently utilized by American Tower (and American Tower's customers) for ingress, egress and utility purposes from the Compound to and from a public right of way including but not limited to:

A part of the Southeast quarter of Section 20, Township 16 North, Range 7 East, Hancock County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence South 90 degrees 00 minutes 00 seconds East 493.68 feet along the south line of said quarter section to the prolonged west boundary of Fields Boulevard; thence North 0 degrees 49 minutes 29 seconds East 325.00 feet along said prolonged west boundary and along the west boundary of said Fields Boulevard to the point of beginning of this description: thence North 90 degrees 00 minutes 00 seconds West 35.00 feet; thence North 0 degrees 49 minutes 31 seconds East 20.00 feet; thence South 90 degrees 00 minutes 00 seconds East 35.00 feet; thence South 0 degrees 49 minutes 29 seconds West 20.00 feet to the point of beginning and containing 700 square feet, more or less.

STATEMENT BY PREPARER

This document was prepared by Joseph F. Rebello, Esq., and I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Signature: _____

Affiant: Joseph F. Rebello, Esq.