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Gary W. Ott
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Prepared by & Return to:
Anthony Rosa, Esq./Land Management
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

Tax Parcel ID: 22-31-429-032-000

MEMORANDUM OF LEASE

This Memorandum of Lease (this "*Memorandum*") is entered into on this 25th day of January, 2016 by and between Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "*LESSOR*"), and ATC Sequoia LLC, a Delaware limited liability company, with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "*LESSEE*").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("*MPL*") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in **Attachment 1** annexed hereto (the "*Site*"). All of the foregoing is set forth in the MPL.
Unrecorded Lease
2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2038, unless earlier terminated in accordance with the MPL.
3. LESSOR has granted LESSEE a limited power of attorney (the "*Limited Power of Attorney*"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as **Attachment 2** and incorporated herein by this reference.

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

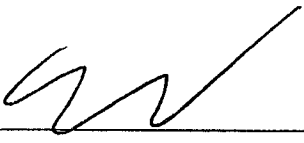
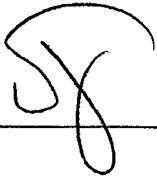
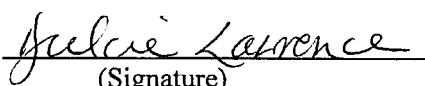
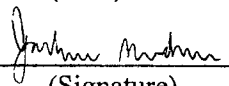

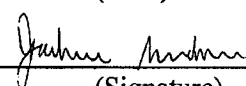
ATC Site Number: 410004
VZW Site Number: 100200
Ent 12284870 BK 10434 PG 1192

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

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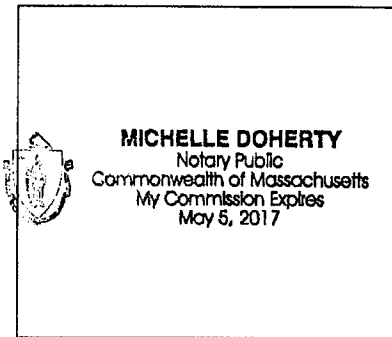
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

<p>LESSOR: By ATC Sequoia LLC As Attorney in Fact for Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</p> <p>By: <u></u></p> <p><u>Shawn Lanier</u></p> <p>Title: <u>Vice President, Legal, US Tower</u></p> <p>Date: <u>1-22-2016</u></p>	<p>LESSEE: ATC Sequoia LLC</p> <p>By: <u></u></p> <p><u>Edward P. Maggio, Jr.</u></p> <p>Title: <u>Senior Counsel, US Tower</u></p> <p>Date: <u>1/25/16</u></p>
<p>WITNESSES:</p> <p>By: <u></u> (Signature)</p> <p><u>DULCIE LAWRENCE</u> (Print)</p> <p>By: <u></u> (Signature)</p> <p><u>Jonathan Meléndez</u> (Print)</p>	<p>WITNESSES:</p> <p>By: <u></u> (Signature)</p> <p><u>DULCIE LAWRENCE</u> (Print)</p> <p>By: <u></u> (Signature)</p> <p><u>Jonathan Meléndez</u> (Print)</p>

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 22 of January, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Verizon Wireless (VAW) LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 1-22-2016



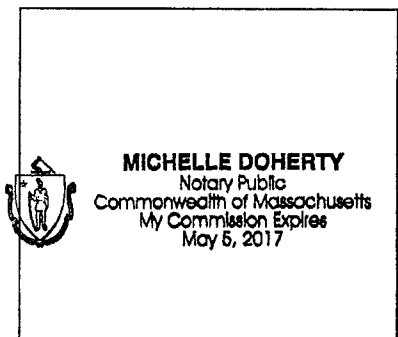
Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

(Use this space for notary stamp/seal)

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 25 of January, 2016, before me, Michelle Doherty the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 1-25-2016



(Use this space for notary stamp/seal)

Michelle Doherty
Notary Public
Print Name Michelle Doherty
My commission expires May 5, 2017

MEMORANDUM OF LEASE
ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 360 sq. ft in-building; 100 sq. ft ground space; 11' 10" x 28' 5" space for backup generator, more or less, situated in Salt Lake County, Utah, and located within the following described property.

PARCEL NO. 1:

BEGINNING 614.5 feet South and 53.0 feet West from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence West 753.85 feet; thence South 47.12 feet; thence West 18.18 feet; thence South 113.38 feet; thence East 772.03 feet; thence North 160.5 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING 56 rods South and 50 rods West from the Northeast corner of the Southeast quarter of Section 31, Township 2 south, Range 1 East, Salt Lake Meridian, and running thence North 149.0 feet; thence East 400.5 feet; thence South 149.0 feet; thence West 400.5 feet to the point of BEGINNING.

The above described property also known by the street address of:
8308 South 700 East, Sandy, Utah 84070.

APN: 22-31-429-032-000

For reference see Memorandum of Lease Agreement recorded on 10/07/1997 as Document Number 6474112.

**MEMORANDUM OF LEASE
ATTACHMENT 2
LIMITED POWER OF ATTORNEY**

[Limited Power of Attorney to follow]

Attachment 2 (Exhibit B)
LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;
- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or
- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"Available Space" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Collocation Agreement" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"Ground Lease" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Law" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

“Management Agreement” shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

“Master Prepaid Lease” shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

“Tower Subtenant” means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

“Transaction Documents” means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

“Zoning Laws” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;
- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;
- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;
- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or
- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney 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 Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

