

THE FOURTH AMENDMENT TO SITE LEASE AGREEMENT

This Fourth Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Peoria**, an Illinois municipal corporation ("**Landlord**") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

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

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated November 24, 1999 (the "**Original Lease**"), as amended by that certain First Amendment to Site Lease Agreement dated December 10, 2008 (the "**First Amendment**"), as further amended by that certain Second Amendment to Site Lease Agreement dated June 22, 2015 (the "**Second Amendment**"), and further amended by that certain Third Amendment to Lease Agreement dated June 17, 2016 (the "**Third Amendment**"), (the Original Lease, the First Amendment, the Second Amendment, and the Third Amendment, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

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

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

- 1. One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Four Thousand Five Hundred and No/100 Dollars (\$4,500.00)**, 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 October 13, 2020; (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 December 1, 1999 and, without giving effect to the terms of this Amendment but assuming 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 November 30, 2036. 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 three (3) 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.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **One Thousand Four Hundred and No/100 Dollars (\$1,400.00)** per month (the "**Rent**"). Commencing on December 1, 2020 and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined in Section 3(b) of the Original Lease and Section 2 of the Second Amendment) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF PEORIA IL. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, 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 and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. 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. **Notices.** The Parties acknowledge and agree that Section 23 of the Original Lease, Section 3 of the Second Amendment, and Section 7 of the Third Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 419 Fulton Street, Peoria, IL 61602; 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.

8. **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.
9. **Termination and Removal.** The Parties acknowledge and agree that Section 14 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the termination and removal requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.
10. **Deletions.** The Parties acknowledge and agree that Section 26(e) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Peoria,
an Illinois municipal corporation

Signature: _____
Print Name: Patrick Urich
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

GTP Acquisition Partners II, 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.

PARCEL 1:

The West half (W 1/2) of Lot Three (3) in Block Five (5) in BROTHERSON'S Addition to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frank Gabriel, surviving joint tenant of Cora Gabriel, deceased by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15342.

PARCEL 2:

Lot Four (4) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Vallie L. Moore and Mary Jane Moore, husband and wife by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15343.

PARCEL 3:

Part of Lots One (1) and Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria, more particularly bounded and described as follows: Beginning at a point on the Easterly line of said Lot One (1), which point is Ninety (90) feet South of the Northeast corner of said Lot One (1); thence at right angles West across said Lots One (1) and Two (2), One Hundred (100) feet to the Westerly line of said Lot Two (2); thence at right angles South along the said Westerly line of said Lot Two (2), Thirty-five (35) feet; thence at right angles East across said Lots Two (2) and One (1); One Hundred (100) feet to the Easterly line of said Lot One (1); thence at right angles North along said Easterly line of said Lot One (1), Thirty-five (5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Albert Warren and Esther E. Warren, husband and wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15511.

PARCEL 4:

A part of Lot Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria; more particularly bounded and described as follows, to-wit: Commencing at an iron pipe at the North West corner of Lot Two (2); thence South Ninety (90) feet along the West line of said Lot Two (2); thence East Thirty-one (31) feet to an iron pipe; thence North Ninety (90) feet to the South line of Hulburt Street; thence West Thirty-one (31) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frederick C. Saur and Margaret M. Saur, husband and wife, and Pete H. Salazar and Nicolasa Salazar, husband and

EXHIBIT A (Continued):

wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15512.

PARCEL 5:

A strip one (1) foot wide fronting on Smith Street and extending North of even Width One Hundred (100) foot off of the East side of Lot Seven (7) and all of Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), except a strip of land Fifteen (15) feet wide fronting on the alloy and extending South of even width Fifty (50) feet in the Northwest corner of said Lot Right (8) all in Block Five (5), in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Sidney D. Davidson, as Trustee under the provisions of a trust agreement dated September 15, 1961, known as Trust Number 4 by Trustee's Warranty Deed dated October 08, 1965 and recorded October 12, 1965 in Instrument No. 65-16105.

PARCE 6:

A part of Lot One (1) and Two (2) in Block Five (5) in Brotherson's Addition to the City of Peoria, more particularly bounded and described as follows: Commencing at a point on the South line of Hurlburt Street thirty-six and five tenths (36.5) feet West of the Northeast corner of said Lot One (1) thence South parallel with the West line of McReynolds Street Ninety (90) feet; thence West parallel with the South line of Hurlburt Street thirty-two and five tenths (32.5) feet; thence North parallel with the West line of McReynolds Street Ninety (90) feet to the South line of Hurlburt Street; thence East along the South line of Hurlburt Street thirty-two and five tenths (32.5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Nelson Bragg and Leola Bragg, husband and wife by Warranty Deed dated November 08, 1965 and recorded November 12, 1965 in Instrument No. 65-17929.

PARCEL 7:

A part of Lots 1 and 2 in Block 5 in Brotherson's Addition to a part of the SE 1/4 of Section 8, T. 8N., R. 8 E. of the 4th P.M.; situate, lying and being in Peoria, Illinois, more particularly bounded and described as follows:

Beginning at the SE'ly corner of said Lot 1; thence W. along the S. line of said Lots 1 and 2, 100 feet to the SW corner of said Lot 2; thence at right angles No. along the W. line of said Lot 2, 25 feet; thence at right angles E., 100 feet to the E. line of said Lot 1; thence at right angles S. along the E. line of said Lot 1, 25 feet to the place of beginning.

AND BEING the same property conveyed to City of Peoria, a municipal corporation from Nellie M. Webster, a widow by Warranty Deed dated November 26, 1965 and recorded December 01, 1965 in Instrument No. 65-18986.

PARCEL 8:

The East Half of Lot Three (3) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to City of Peoria from Stanford S. Mitchell and Clarice H. Mitchell, husband and wife by Warranty Deed dated January 07, 1966 and recorded January 21, 1966 in Instrument No. 66-01104.

EXHIBIT A (Continued):

PARCEL 9:

A part of Lot One (1) in Block five (5), in BROTHERSON'S ADDITION TO THE CITY OF PEORIA, more particularly bounded and described as follows:

Commencing at an iron pipe at the Northeast corner of said Lot One (1), thence South ninety (90) feet along the East line of said Lot One (1), thence West Thirty-six and five-tenths (36.5) feet; thence North, parallel with the West line of McReynolds Street, ninety (90) feet to the South line of Hurlburt Street; thence East thirty-six and five-tenths (36.5) feet along the South line of Hurlburt Street, to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Garrie G. Allen and Vera F. Allen, husband and wife by Warranty Deed dated January 31, 1966 and recorded January 31, 1966 in Instrument No. 66-01533.

Tax Parcel Nos. 18-08-428-037, 18-08-428-039

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) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 88°29'39" EAST 50.00 FEET;

THENCE SOUTH 01°30'21" WEST 50.00 FEET;

THENCE NORTH 88°29'39" WEST 50.00 FEET;

THENCE NORTH 01°30'21" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2,500 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Together with:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 8, BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK G, PAGE 36, PEORIA COUNTY RECORDS;

THENCE NORTH 89°34'34" WEST ALONG THE SOUTHERLY RIGHT OF WAY OF HURLBURT STREET (66 FEET WIDE, PUBLIC) AND THE NORTH LINE OF LOTS 1, 2, 3, AND 4 OF SAID PLAT A DISTANCE OF 248.18 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 147.38 FEET;

THENCE SOUTH 88°29'40" EAST A DISTANCE OF 7.66 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 8.00 FEET;

THENCE NORTH 88°29'40" WEST A DISTANCE OF 7.66 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 33.62 FEET;

THENCE SOUTH 43°29'40" EAST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST A DISTANCE OF 55.14 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED LEASE AREA.

THENCE CONTINUING SOUTH 88°29'39" EAST ALONG THE NORTH LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°29'39" EAST A DISTANCE OF 12.00 FEET

THENCE SOUTH 01°30'21" WEST 50.00 FEET;

THENCE NORTH 88°29'39" WEST 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE;

THENCE NORTH 01°30'21" EAST ALONG THE EAST LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 600 SQUARE FEET.

EXHIBIT A (Continued):

ACCESS AND UTILITIES

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

Access/ Utility Easement No. 1

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET;

THENCE SOUTH 01°03'21" WEST 15.00 FEET;

THENCE NORTH 88°29'39" WEST 55.14 FEET;

THENCE NORTH 62°27'00" WEST 50.49 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 224.27 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 2.81 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2315.43 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Access/ Utility Easement No. 2

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 250.99 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING THENCE SOUTH 01°30'20" WEST 224.27 FEET;

THENCE NORTH 17°27'01" WEST 37.36 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 188.71 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 12.19 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2583.76 SQUARE FEET, MORE OR LESS.

UTILITIES

A 8-FOOT WIDE UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 33.01 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET TO THE CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE SOUTH 01°30'20" WEST 167.55 FEET ALONG THE SAID CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE NORTH 88°29'40" WEST 16.50 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 01°30'20" WEST 72.00 FEET;

THENCE NORTH 88°29'39" WEST 51.00 FEET, AND SAID CENTERLINE THERE TERMINATING.

THIS PARCEL CONTAINS 983.99 SQUARE FEET, MORE OR LESS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jessica Molognano, Esq.
ATC Site No: 371090
ATC Site Name: Gwyn Park
Assessor's Parcel No(s): 18-08-428-037

Prior Recorded Lease Reference:

Instrument No: 2016016589
State of Illinois
County of Peoria

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **City of Peoria**, an Illinois municipal corporation, ("**Landlord**") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Tenant**").

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

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated November 24, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2051. 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.

Site No: 371090 (DSE)
Site Name: Gwyn Park

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: 419 Fulton Street, Peoria, IL 61602, 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 FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

2 WITNESSES

City of Peoria,
an Illinois municipal corporation,

Signature: _____
Print Name: Patrick Urich
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]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESSES

GTP Acquisition Partners II, 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]

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.

PARCEL 1:

The West half (W 1/2) of Lot Three (3) in Block Five (5) in BROTHERSON'S Addition to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frank Gabriel, surviving joint tenant of Cora Gabriel, deceased by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15342.

PARCEL 2:

Lot Four (4) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Vallie L. Moore and Mary Jane Moore, husband and wife by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15343.

PARCEL 3:

Part of Lots One (1) and Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria, more particularly bounded and described as follows: Beginning at a point on the Easterly line of said Lot One (1), which point is Ninety (90) feet South of the Northeast corner of said Lot One (1); thence at right angles West across said Lots One (1) and Two (2), One Hundred (100) feet to the Westerly line of said Lot Two (2); thence at right angles South along the said Westerly line of said Lot Two (2), Thirty-five (35) feet; thence at right angles East across said Lots Two (2) and One (1); One Hundred (100) feet to the Easterly line of said Lot One (1); thence at right angles North along said Easterly line of said Lot One (1), Thirty-five (5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Albert Warren and Esther E. Warren, husband and wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15511.

PARCEL 4:

A part of Lot Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria; more particularly bounded and described as follows, to-wit: Commencing at an iron pipe at the North West corner of Lot Two (2); thence South Ninety (90) feet along the West line of said Lot Two (2); thence East Thirty-one (31) feet to an iron pipe; thence North Ninety (90) feet to the South line of Hulburt Street; thence West Thirty-one (31) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frederick C. Saur and Margaret M. Saur, husband and wife, and Pete H. Salazar and Nicolasa Salazar, husband and

EXHIBIT A (Continued):

wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15512.

PARCEL 5:

A strip one (1) foot wide fronting on Smith Street and extending North of even Width One Hundred (100) foot off of the East side of Lot Seven (7) and all of Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), except a strip of land Fifteen (15) feet wide fronting on the alloy and extending South of even width Fifty (50) feet in the Northwest corner of said Lot Right (8) all in Block Five (5), in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Sidney D. Davidson, as Trustee under the provisions of a trust agreement dated September 15, 1961, known as Trust Number 4 by Trustee's Warranty Deed dated October 08, 1965 and recorded October 12, 1965 in Instrument No. 65-16105.

PARCE 6:

A part of Lot One (1) and Two (2) in Block Five (5) in Brotherson's Addition to the City of Peoria, more particularly bounded and described as follows: Commencing at a point on the South line of Hurlburt Street thirty-six and five tenths (36.5) feet West of the Northeast corner of said Lot One (1) thence South parallel with the West line of McReynolds Street Ninety (90) feet; thence West parallel with the South line of Hurlburt Street thirty-two and five tenths (32.5) feet; thence North parallel with the West line of McReynolds Street Ninety (90) feet to the South line of Hurlburt Street; thence East along the South line of Hurlburt Street thirty-two and five tenths (32.5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Nelson Bragg and Leola Bragg, husband and wife by Warranty Deed dated November 08, 1965 and recorded November 12, 1965 in Instrument No. 65-17929.

PARCEL 7:

A part of Lots 1 and 2 in Block 5 in Brotherson's Addition to a part of the SE 1/4 of Section 8, T. 8N., R. 8 E. of the 4th P.M.; situate, lying and being in Peoria, Illinois, more particularly bounded and described as follows:

Beginning at the SE'y corner of said Lot 1; thence W. along the S. line of said Lots 1 and 2, 100 feet to the SW corner of said Lot 2; thence at right angles No. along the W. line of said Lot 2, 25 feet; thence at right angles E., 100 feet to the E. line of said Lot 1; thence at right angles S. along the E. line of said Lot 1, 25 feet to the place of beginning.

AND BEING the same property conveyed to City of Peoria, a municipal corporation from Nellie M. Webster, a widow by Warranty Deed dated November 26, 1965 and recorded December 01, 1965 in Instrument No. 65-18986.

PARCEL 8:

The East Half of Lot Three (3) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to City of Peoria from Stanford S. Mitchell and Clarice H. Mitchell, husband and wife by Warranty Deed dated January 07, 1966 and recorded January 21, 1966 in Instrument No. 66-01104.

EXHIBIT A (Continued):

PARCEL 9:

A part of Lot One (1) in Block five (5), in BROTHERSON'S ADDITION TO THE CITY OF PEORIA, more particularly bounded and described as follows:

Commencing at an iron pipe at the Northeast corner of said Lot One (1), thence South ninety (90) feet along the East line of said Lot One (1), thence West Thirty-six and five-tenths (36.5) feet; thence North, parallel with the West line of McReynolds Street, ninety (90) feet to the South line of Hurlburt Street; thence East thirty-six and five-tenths (36.5) feet along the South line of Hurlburt Street, to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Garrie G. Allen and Vera F. Allen, husband and wife by Warranty Deed dated January 31, 1966 and recorded January 31, 1966 in Instrument No. 66-01533.

Tax Parcel Nos. 18-08-428-037, 18-08-428-039

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) the land area conveyed to Tenant in the Lease, (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 88°29'39" EAST 50.00 FEET;

THENCE SOUTH 01°30'21" WEST 50.00 FEET;

THENCE NORTH 88°29'39" WEST 50.00 FEET;

THENCE NORTH 01°30'21" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2,500 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Together with:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 8, BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK G, PAGE 36, PEORIA COUNTY RECORDS;

THENCE NORTH 89°34'34" WEST ALONG THE SOUTHERLY RIGHT OF WAY OF HURLBURT STREET (66 FEET WIDE, PUBLIC) AND THE NORTH LINE OF LOTS 1, 2, 3, AND 4 OF SAID PLAT A DISTANCE OF 248.18 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 147.38 FEET;

THENCE SOUTH 88°29'40" EAST A DISTANCE OF 7.66 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 8.00 FEET;

THENCE NORTH 88°29'40" WEST A DISTANCE OF 7.66 FEET;

THENCE SOUTH 01°30'20" WEST A DISTANCE OF 33.62 FEET;

THENCE SOUTH 43°29'40" EAST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST A DISTANCE OF 55.14 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED LEASE AREA.

THENCE CONTINUING SOUTH 88°29'39" EAST ALONG THE NORTH LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°29'39" EAST A DISTANCE OF 12.00 FEET

THENCE SOUTH 01°30'21" WEST 50.00 FEET;

THENCE NORTH 88°29'39" WEST 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE;

THENCE NORTH 01°30'21" EAST ALONG THE EAST LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 600 SQUARE FEET.

EXHIBIT A (Continued):

ACCESS AND UTILITIES

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

Access/ Utility Easement No. 1

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET;

THENCE SOUTH 01°03'21" WEST 15.00 FEET;

THENCE NORTH 88°29'39" WEST 55.14 FEET;

THENCE NORTH 62°27'00" WEST 50.49 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 224.27 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 2.81 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2315.43 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Access/ Utility Easement No. 2

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 250.99 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING THENCE SOUTH 01°30'20" WEST 224.27 FEET;

THENCE NORTH 17°27'01" WEST 37.36 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 188.71 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 12.19 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2583.76 SQUARE FEET, MORE OR LESS.

UTILITIES

A 8-FOOT WIDE UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 33.01 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET TO THE CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE SOUTH 01°30'20" WEST 167.55 FEET ALONG THE SAID CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE NORTH 88°29'40" WEST 16.50 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 01°30'20" WEST 72.00 FEET;

THENCE NORTH 88°29'39" WEST 51.00 FEET, AND SAID CENTERLINE THERE TERMINATING.

THIS PARCEL CONTAINS 983.99 SQUARE FEET, MORE OR LESS.

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
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jessica Molignano, Esq.
ATC Site No: 371090
ATC Site Name: Gwyn Park
Assessor's Parcel No(s): 18-08-428-037

RESOLUTION AND CONSENT AFFIDAVIT

City of Peoria, an Illinois 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 **GTP Acquisition Partners II, LLC**, a Delaware limited liability company (the "**Tenant**") under a Site Lease Agreement originally dated November 24, 1999 (as the same may have been amended, renewed, extended, restated or otherwise modified, 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

Site No: 371090 (DSE)
Site Name: Gwyn Park

contemplated in the Amendment and other Transaction Documents have been completed.

- 5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord’s behalf.
- 6. The Affiants hereby nominate the below listed individual (the “**Nominee**”) as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the “Transaction Documents”), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE:	(Print Name)	Patrick Urich
	(Address)	_____

- 7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
- 8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
- 9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

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

AFFIANT NO. 1

WITNESS

Signature: _____
Print Name: Patrick Urich
Date: _____

Signature: _____
Print Name: _____

Please check one
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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

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 _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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]

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.