

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 29th day of April, 2014, pursuant to Title 33, Section 201 of the Maine Revised Statutes with respect to the following described Lease. Any capitalized term used, but not defined, herein shall have the meaning ascribed to such term in the Lease:

NAME AND ADDRESS
OF LESSOR:

David H. Gagnon and Ann R. Gagnon, Trustees of the Ann R. Gagnon Living Trust, 121 Field Road, Falmouth, ME 04105

NAME AND ADDRESS
OF LESSEE:

Portland Cellular Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate

DATE OF LEASE EXECUTION:

April 29, 2014 (the "Effective Date")

DESCRIPTION OF LEASED
PREMISES:

The Premises consists of a 60 foot by 80 foot square parcel of land situated on the property owned by Lessor adjacent to 121 Field Road, in Falmouth, Cumberland County, Maine, which property is identified as Lot 79 on Tax Map R03 of the Town of Falmouth and further described in Deed Book 14173 at Page 348 and Deed Book 26666 at Page 19 as recorded in the Cumberland County Registry of Deeds (the "Property").

Together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over a twenty (20) foot wide right of way with parking/turn around area extending from the nearest public right of way, Field Road, to the Land Space, and a ten (10) foot wide right-of-way for the installation and maintenance of underground utility wires, cables, conduits, and pipes along said right of way from Field Road the Land Space.

Also together with a circular fall zone easement around the tower, including where it overlaps onto adjacent property owned by LESSOR identified as Lot 81 on Tax Map R03 (described in deed recorded in said Registry of Deeds in Book 14173, Page 346), within which fall zone LESSOR agrees not to construct any buildings or structures during the term of the Lease.

The approximate location of the Premises is shown on Exhibit L-1 attached hereto.

TERM OF LEASE:

The initial term shall be for five (5) years and shall commence on the Commencement Date (as defined below).

COMMENCEMENT DATE OF TERM:

The Lease shall commence on the first (1st) day of the month following (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Agreement by the Parties, whichever is later (the "Commencement Date").

RIGHTS OF EXTENSION/RENEWAL:

The Lease shall automatically be extended for four (4) additional five (5) year terms, unless the LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

RIGHT OF FIRST REFUSAL

The Lease grants LESSEE a right of first refusal if LESSOR elects, during the term of the Lease, (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party an interest in that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, all as more fully set forth in the Lease.

TITLE TO PROPERTY AND FIXTURES:

All of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

THIS MEMORANDUM OF LEASE is prepared for recording and for the purpose of making a public record of said Lease, and it is intended that the parties shall be subject to all of the provisions of the Lease and that nothing herein shall be construed or deemed to alter or change any of the terms or provision of the Lease.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease as of the day and year first above mentioned.

LESSOR:

ANN R. GAGNON LIVING TRUST

By: Ann R. Gagnon
Ann R. Gagnon, Trustee

By: David H. Gagnon
David H. Gagnon, Trustee

STATE OF MAINE
COUNTY OF CUMBERLAND

2-10, 2014

Personally appeared the above-named Ann R. Gagnon, Trustee, and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said Trust.

Julie A. Shreves
Notary Public/Attorney-at-Law
Print Name: Julie A. Shreves
My Commission Expires: _____

SEAL

STATE OF MAINE
COUNTY OF CUMBERLAND
JULIE A. SHREVES
Notary Public, Maine
My Commission Expires March 22, 2019

2-10, 2014

Personally appeared the above-named David H. Gagnon, Trustee, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Trust.

Ellen Planer
Notary Public/Attorney-at-Law
Print Name: Ellen Planer
My Commission Expires: _____

SEAL

Ellen Planer
NOTARY PUBLIC, MAINE
My Commission Expires March 22, 2020

LESSEE :

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership
Its General Partner

By: [Signature]
David R. Heverling
Area Vice President Network

72914

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 29 day of April 2014, before me appeared David R. Heverling, to me personally known, who, being by me duly sworn, did say that he is authorized by the Senior Vice President & Chief Technical Officer of Cellco Partnership, a Delaware General Partnership, general partner of Portland Cellular Partnership, d/b/a Verizon Wireless, to execute the foregoing instrument and that said instrument was signed on behalf of said partnership and said David R. Heverling acknowledged said instrument to be his free act and deed.

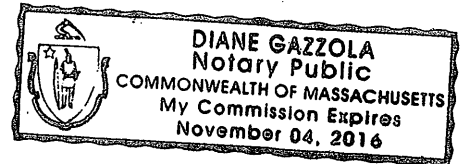
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state as of the day and year last above written.

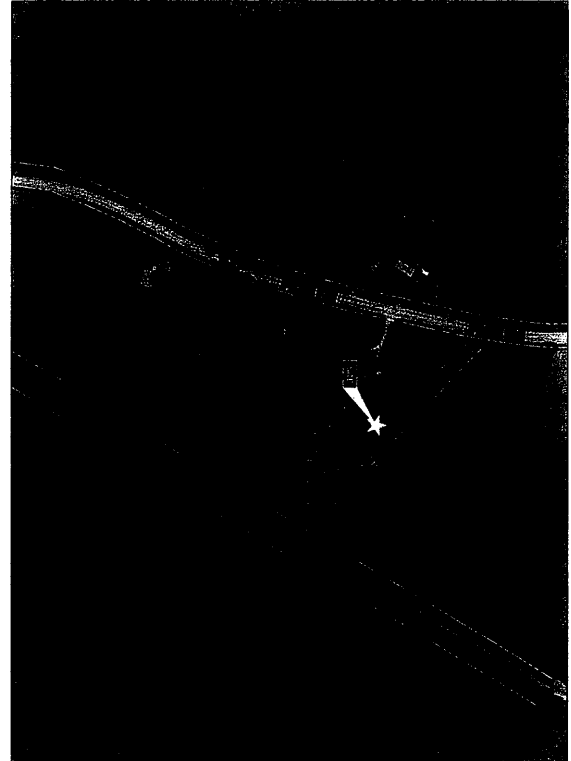
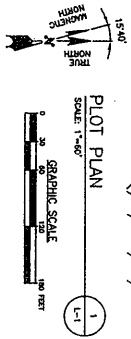
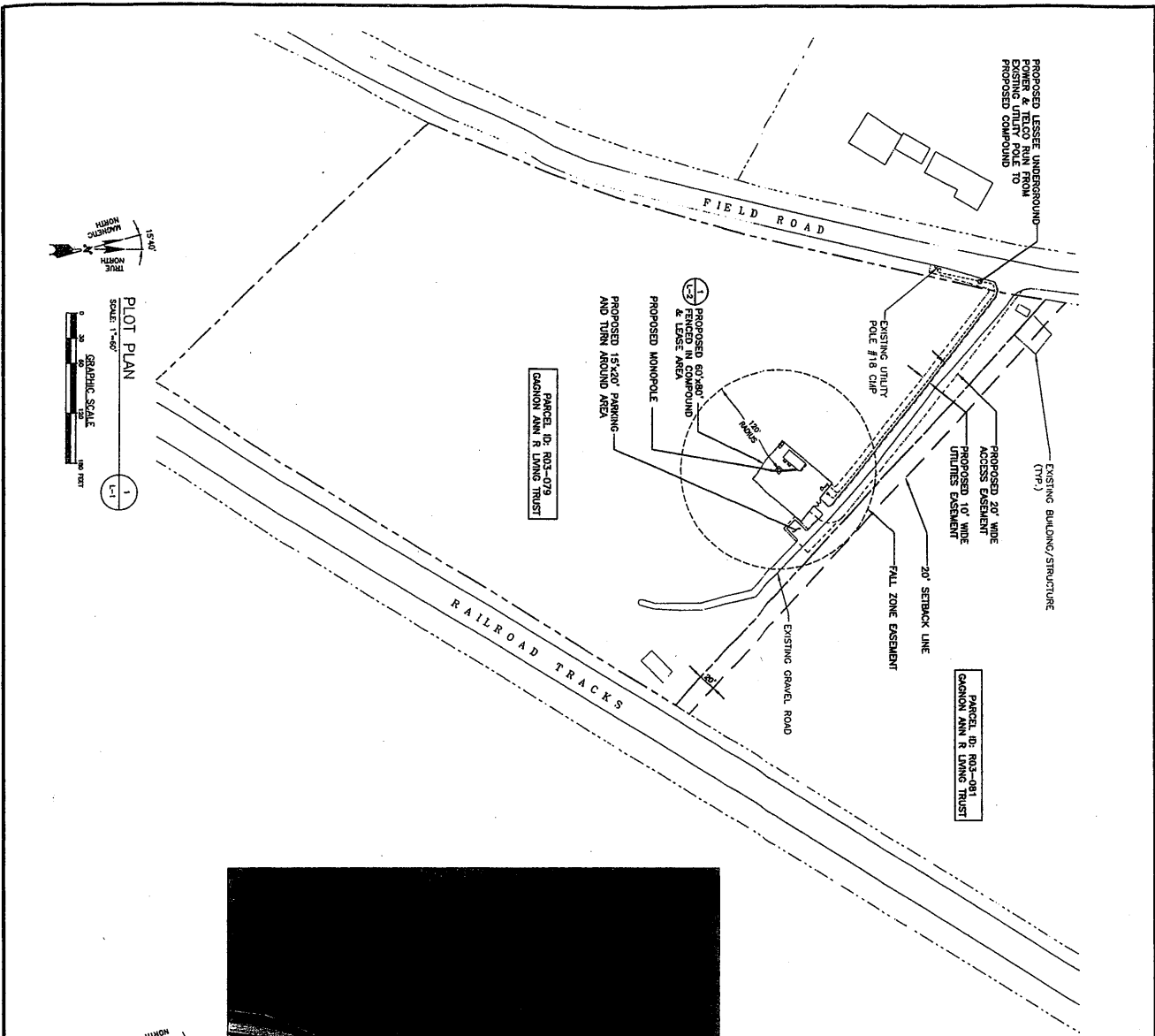
Notary Public

[Signature]

Print Name: _____

My commission expires: _____





Received
 Recorded Register of Deeds
 May 08, 2014 11:32:05A
 Cumberland County
 Pamela E. Lovley

LEASE EXHIBIT

NOTES:
 1. THE COMPANY OF THE COMPANY AGREES TO CONVEY THE PROPOSED LOTS AND NOT BEYOND TO THE COMPANY OF THE COMPANY. THE COMPANY OF THE COMPANY AGREES TO CONVEY THE PROPOSED LOTS AND NOT BEYOND TO THE COMPANY OF THE COMPANY. THE COMPANY OF THE COMPANY AGREES TO CONVEY THE PROPOSED LOTS AND NOT BEYOND TO THE COMPANY OF THE COMPANY.



REGISTERED ENGINEER
 FAUQUAH & ASSOCIATES
 120 FIELD ROAD
 FAUQUAH, NC 27515

PLOT PLAN

REV	DATE	DESCRIPTION	BY	CHK	APP'D
0	01/29/14	FOR REVIEW	SH	JK	DPH
1	2/13/14	REVISED PER COMMENTS	SH	JR	DPH

PREPARED BY:

Hudson
 Design Group

1620 GREGG STREET
 SUITE 20100, SUITE 2090
 N. ANDOVER, MA 01845

TEL: (978) 557-5553
 FAX: (978) 336-5586