

ADDENDUM TO FARM LEASE

This **ADDENDUM** (this "**Addendum**") dated as of _____ is appended to and made a part of that certain Farm Lease dated as of December 16, 2014 ("Farm Lease") by and between the **TOWN OF SHERMAN** ("Lessor") on the one hand; and **JOHN MOTSINGER** and **FULL CIRCLE FARMING, LLC** (collectively, "Lessee") on the other hand.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into the Farm Lease for certain premises known as Happy Acres Farm, as more particularly described in Schedule A of the Farm Lease ("Premises"); and

WHEREAS, the Farm Lease is subject to a certain *Memorandum of Lease* and an *Electric Distribution Easement* (the "Memorandum of Lease and Easement") granted to AT&T PCS LLC d/b/a AT&T WIRELESS ("AT&T"), as more particularly described in Schedule A of the Farm Lease; and

WHEREAS, pursuant to the Memorandum of Lease and Easement, AT&T owns, operates and maintains certain telecommunications facilities on the Premises; and

WHEREAS, the Lessor wishes to enter into a Site Lease Agreement (the "Site Lease Agreement") as lessor with T-Mobile Northeast LLC ("T-Mobile"), whereby, as lessee, T-Mobile will own, operate and maintain certain additional telecommunications facilities on the silo located on the Premises; and

NOW THEREFORE, for the sum of ONE (1) DOLLAR, and for other good and valuable consideration herein described, the receipt and sufficiency of which are hereby confirmed, Lessor and Lessee agree as follows:

1. Pursuant to a request from T-Mobile Northeast LLC, Lessee acknowledges, approves and consents to the execution and performance of the Site Lease Agreement between Lessor and T-Mobile, and their respective rights and obligations under said Site Lease Agreement; and,
2. Pursuant to the consent set forth in the immediately preceding paragraph, and pursuant to a request from T-Mobile Northeast LLC, Lessor shall have the right to allow, locate and permit the use of telecommunications facilities on the silo or the Premises, and to execute any related documents, including but not limited to leases, agreements and/or easements reasonably necessary to facilitate the same.

3. Lessor shall secure reasonable, enforceable assurances from T-Mobile that T-Mobile and its agents take all reasonable steps not to interfere with Lessee's occupancy and use of the Premises, and T-Mobile will provide Lessee with reasonable notice when any such action or activity is likely to occur.
4. Lessee shall take reasonable steps to assure that its use and occupancy of the Premises do not interfere with or restrict T-Mobile's use and operations as provided for in the Site Lease Agreement.
5. To the extent that any provision contained in this Addendum conflicts with the terms and conditions of the Farm Lease, the terms and provisions of this Addendum shall control. Capitalized terms used but not defined herein shall have the meanings in the Farm Lease.
6. Other than as modified and confirmed herein, the terms and conditions of the Farm Lease are hereby ratified by the Lessor and Lessee, and shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto caused to be set their hands and seals as of the date first above-written.

Signed, Sealed And Delivered
In The Presence Of:

Town of Sherman as Lessor

John Motsinger as Lessee

For Full Circle Farming, LLC as Lessee