



Columbia County
Permitting Department
135 NE Hernando Ave
Lake City, FL 32055
June 19th, 2026

RE: Corporate Articles

To Whom It may Concern,

In lieu of Corporate Articles from the owner, WILLIAM DAVID JR/CLAIRE D Durrance ,
please accept the following enclosed:

- * Antenna Site Agreement between SBA Towers and New Cingular Wireless, PCS, LLC
- * Easement Agreement between WILLIAM DAVID JR / CLAIRE D Durrance and TCO Land LLC (Now SBA)
- * Secretary Certificate giving Kimberly Williams signing authority for New Cingular Wireless PCS, LLC
- * LOA giving Trisha Purcell authority to sign on behalf of New Cingular Wireless PCS, LLC

Please let me know if you need anything else

Sincerely,

Trisha Purcell

Real Estate Specialist II

- 📞 **614-581-0923**
- ✉ **trisha.purcell@smartlinkgroup.com**
- 📍 **10 Church Circle, Annapolis, MD 21401**
- 🌐 **www.smartlinkgroup.com** [smartlinkgroup.com]

ANTENNA SITE AGREEMENT

1. **Premises, Use and Equipment.** **SBA TOWERS II LLC**, a Florida limited liability company ("Owner") leases to **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company ("Tenant"), the site described below:

[X] Tower antenna space;

[X] Ground space for Tenant's Pad or Shelter for placement of base station equipment consisting of approximately 322 square feet; and

[X] Space required for cable ladders, runs and bridges to connect telecommunications equipment and antennas, in the location(s) shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities, collectively, the "Site." The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility generally consisting of the type of antenna(s) and related equipment set forth on Exhibit B, or reasonable replacement antennas or equipment the "Equipment." If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. The placement of replacement or substitute equipment in accordance with Section 9 or the addition of frequencies in accordance with Sections 12 and 13 shall not constitute additional equipment unless the same shall utilize additional space or tower capacity. Tenant will not use the Site in a manner which will cause a legal nuisance to the occupancy of Owner's other tenants.

2. **Term.** The Term ("Initial Term") of this Agreement is five (5) years, commencing on the date set forth below ("Commencement Date"). The Commencement Date shall be (i) the 1st day of the month following the date Tenant begins installation of any of its Equipment at the Site; or (ii) May 1, 2011, whichever date is first to occur. Notwithstanding the foregoing, if Tenant after making diligent efforts is unable for any reason to obtain all permits and approvals required to install all of Tenant's Equipment at the Site by the date set forth in subsection (ii), the Commencement Date shall be automatically extended to the 1st day of the month following Tenant's receipt of final unappealable approval (including the issuance of Tenant's building permit) to construct all of Tenant's Equipment at the Site. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides Owner notice of its intention not to renew not less than

ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If Owner's rights in this Site are derived from a ground lease, as hereinafter defined or other agreement with a third party and such Ground Lease expires prior to the expiration date of the Agreement hereunder, the term of this Agreement shall expire as of the expiration date of the Ground Lease.

3. **Rent.** Rent will be paid in equal monthly installments of [REDACTED] and no/100 Dollars [REDACTED] ("Rent") for the first year of the Term and will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) to one hundred three percent (103%) of the monthly rate in effect for the prior year. If the monthly Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) ten percent (10%), or (ii) the maximum interest rate permitted by applicable law beginning with the thirty-first (31st) day after Tenant's receipt of written notice of nonpayment. Notwithstanding anything to the contrary set forth in the Lease, as a condition precedent to payment of Rent under this Agreement, Owner shall furnish, upon request, a copy of the following documents, if applicable: 2C Survey, Environmental Reports, NPA Collocation Compliance Statement, FAA determination, and FCC Antenna Structure Registration, hereinafter defined as "Compliance Data" to Tenant, all of which documentation shall be in sufficient form and content as reasonably determined by Tenant to satisfy FCC and FAA reporting requirements and compliance standards of Tenant. If Owner fails to provide such documentation within thirty (30) days after written request therefore, Tenant, in addition to any other right or remedy, shall have the right to terminate this Agreement without further liability.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site under a perpetual easement ("Easement"), and the Easement is in full force and effect, and (b) to the best of Owner's knowledge, (i) Owner has received no notice of default which is currently in effect under the Easement, nor has Owner given the other party under the Easement a notice of default which is currently in effect; (ii) Owner has no knowledge of any circumstance by which the giving of notice or the passage of time or both would constitute either a default by Owner of the other party under the Easement; (c) that it has the right to enter into this

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

Agreement; (d) that the person signing this Agreement on behalf of Owner has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Tenant, at Tenant's option, may obtain title insurance on the Property. Owner, at Owner's expense, shall cooperate with Tenant's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If the Site is subject to an easement, Owner agrees to exercise any renewal options contained in the Easement which may be required to extend the term of the Easement beyond the expiration of the Initial Term and any Renewal Term hereunder, only if Tenant remains a tenant at the Site, paying Rent monthly. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Easement. Owner will furnish Tenant with a copy of the Easement (business terms not included) attached hereto as Exhibit "E". This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, Owner will use best efforts to request the holder of any such mortgage or deed of trust to execute and deliver a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end. Tenant will not, directly or indirectly, on behalf of itself or any third party, negotiate, and/or contract with the lessor of the Easement (the "Ground Lessor") without Owner's prior written approval. Notwithstanding anything to the contrary, Tenant reserves the right to negotiate with the fee owner of the real property herein concerned in order to allow Tenant to remain on the Site after the termination of the Owner's interest thereto. In the event Tenant exercises its right to negotiate with the fee owner, Owner agrees to cooperate with Tenant to continue Tenant's use and occupancy of the Site for the stated Initial Term and any Renewal Terms hereunder.

6. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant may assign or sublet this Agreement without the Owner's prior written consent to any Affiliate of Tenant. For the purposes of this Agreement, the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in either party (a "Parent company"), and (2) a company, whether incorporated or not, in which a five percent (5%) or greater interest is owned, either directly or indirectly, by: (i) either party or (ii) a parent company. A sublet or

assignment by Tenant under this Section 6 will not relieve Tenant of any obligations or liability hereunder; provided, however, that if Tenant assigns or transfers this Agreement pursuant to this Section to a transferee with comparable credit quality, and if Tenant's assignee or transferee expressly assumes Tenant's obligations under this Agreement then, in such event Tenant will be relieved in full of its obligations under this Agreement.

7. Access and Security. Tenant will have the reasonable right of access to the Site where its Equipment is located twenty-four (24) hours a day, seven (7) days a week; provided that, Tenant must give Owner twenty-four (24) hours written notice for maintenance and installation of Equipment performed on the Tower. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications Equipment) which requires entry on the Site, Tenant may enter the Site and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage, including ascending the tower; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and/or written notice to Owner of Tenant's entry onto the Site. Tenant will at all times have unrestricted access twenty-four (24) hours a day, seven (7) days a week to Tenant's Pad and Shelter.

8. Notices. All notices must be in writing and are effective after three (3) days when deposited in the U.S. mail, certified and postage prepaid, or after one (1) day when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site ID#: 336x0366
Cell Site Name: SW Lake City (FL)
FA Number: 10152022
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004-8502

With a
copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
RE: Cell Site ID#: 336x0366
Cell Site Name: SW Lake City (FL)
FA Number: 10152022
1025 Lenox Park Blvd., 5th Floor
Atlanta, GA 30319-5309

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

Owner: SBA Towers II LLC
5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797
Attn: Site Administration
RE: FL10961-A-02/Bass

Rental
Payments: SBA Towers II LLC
P.O. Box 933730
Atlanta, GA 31193-3730
Attn: Accounts Receivable
RE: FL10961-A-02/Bass

9. Installation and Improvements. Tenant has the right to do all work reasonably necessary to prepare, add, maintain and alter the Site for Tenant's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Prior to installing or allowing any equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant at its expense, will obtain all required governmental approvals and will submit to Owner plans and specifications of the planned installation or other activity, and the contractors proposed to perform same, for Owner's approval which approval will not be unreasonably withheld, conditioned, or delayed, including, if requested by Owner, a tower loading study performed and certified by an independent licensed professional engineer. All installations of or other work on Tenant's Equipment will be at Tenant's sole expense. Upon completion of installation of any Equipment on the Site, Owner will have the right to inspect and reasonably approve all installation work. All installations, operation and maintenance of equipment must be in accordance with Owner's policies set forth in Exhibit "D". Owner reserves the right to prohibit operation of any equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan provided Owner had given Tenant notice of default and Tenant has failed to cure such default within 30 days of receipt of such notice. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning and other permitting approvals for the Site and any improvements. Owner shall not charge Tenant or assess any fee for reviewing and signing applications or other documents for required permits or other governmental approvals. Provided Owner has delivered written notice to Tenant of its desire to participate in Tenant's bid process for the Site, Tenant shall endeavor to include Owner as a bid participant for all or such portion of the construction work as Tenant shall determine in its sole and absolute discretion. The parties confirm that Owner's inclusion in any such bid process is strictly as an

accommodation, and shall in no manner confer any obligation in Tenant to award all or any portion of any work scope to Owner. Upon termination or expiration of this Agreement, Tenant shall have sixty (60) days to remove its Equipment and improvements and will surrender the Site to Owner in substantially the same condition as existed on the Commencement Date, except for underground facilities, ordinary wear and tear and insured casualty loss. Tenant will continue paying Rent for the sixty (60) day period at the current rental rate in effect at the time of termination or expiration. If Tenant fails to remove its Equipment as hereinbefore specified, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner after delivery of any and all notices to Tenant as may be required by law. If the Equipment is not removed by Owner, a hold-over fee equal to one hundred twenty-five percent (125%) of the then effective monthly Rent, prorated sixty (60) days from the effective date of termination to the date the Equipment is removed from the Site, shall be paid by Tenant to Owner. If Owner at its option, disconnects and removes the Equipment from the Site, Tenant will pay to Owner upon receipt of written invoice and reasonable documentation evidencing Owner's payment of such costs, the disconnection removal and storage expenses reasonably incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within sixty (60) days of its removal from the Site, or such longer time period as may be required by law, Owner has the right to sell the Equipment in a commercially reasonable matter and in accordance with all applicable provisions of law and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Title to all improvements constructed or installed by Tenant on the Property shall remain in Tenant, and all improvements constructed or installed by Tenant shall at all times be and remain the property of Tenant, regardless of whether such improvements are attached or affixed to the Property, provided Tenant is not in material default under any covenant or agreement contained in this Agreement beyond any applicable cure period. Furthermore, all improvements constructed or installed by Tenant shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof, provided Tenant shall not at such time be in material default under any covenant or provision contained in this Agreement.

10. Compliance with Laws. Except for Tenants reliance on representations made by Owner in this Agreement, Tenant agrees to take the Site in strictly "AS IS" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in compliance with all known building, life/safety, disability and other laws, codes and regulations of applicable governmental

authorities. Tenant will substantially comply with all known applicable laws relating to its possession and use of the Site and its Equipment. Tenant understands and acknowledges that Tenant is entering into this Agreement in order to locate and operate radio frequency transmitter and associated equipment at the Site. This equipment is subject to the regulations of the Federal Communications Commission ("FCC"), including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by Tenant's Equipment. These FCC regulations prescribe the permissible exposure levels to emissions from transmitters and associated equipment which can generally be met by maintaining safe distances from transmitters and associated equipment. Owner therefore agrees that Tenant shall be allowed to install at Tenant's expense such markings, signage or barriers to restrict access as Tenant deems necessary at the location of Tenant's facilities in order to comply with the FCC's regulations. Owner also agrees that Tenant shall be allowed to post prominent signage at all points of entry to the containing instructions as to potential exposure and methods for minimizing such exposure risk. Owner and Tenant shall cooperate in good faith to minimize any confusion or unnecessary duplication that could result from similar signage being posted respecting other carriers' transmission equipment (if any) at or near the Site. Tenant agrees further to alert all personnel working at or near the Site (e.g., maintenance or inspection personnel), including Tenant's personnel, to heed all of Tenant's signage or Site restrictions, to maintain the prescribed distance from Tenant's Equipment, and otherwise to follow the posted instructions. Owner agrees further to provide advance written notice of any known repairs or maintenance work at the Site which would require work in closer proximity to Tenant's facilities then prescribed by the signage or Site restrictions. Owner agrees to cooperate reasonably with Tenant on a going-forward basis in order for Tenant to maintain compliance with the FCC's regulations. Owner accepts sole responsibility for the Site's compliance with all tower or building height, marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the FCC as applicable. Owner represents and warrants that the Site complies with all applicable tower or building height, marking and lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense and as required for Tenant's telecommunications facility, a (i) backup generator within the Site to provide backup power in the event of a power outage at the Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Tenant's

installation of such backup generator and/or tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements.

11. **Insurance.** Tenant shall be obligated to obtain and maintain the required insurance policies. Tenant shall maintain the following insurance: (i) Commercial General Liability with limits of \$1,000,000.00 per occurrence, (ii) Automobile Liability with a combined single limit of \$1,000,000.00 per accident (iii) Worker's Compensation as required by law, and (iv) Employer's liability with limits of \$1,000,000.00 per occurrence. Tenant shall name Owner as an additional insured with respect to the above Commercial General Liability insurance. Owner agrees, at all time during the term(s) of this lease to maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the leased space under the Easement, having limits not less than One Million Dollars (\$1,000,000.00).

12. **Interference.** (a) Interference with a Pre-Existing Use. Tenant's use at the Site and its operation of all of its Equipment thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically, or in any other manner whatsoever with any use at the Site by other tenants that pre-existed Tenant's use of the Site ("**Pre-Existing Use**"). In the event that any Pre-Existing Use experiences interference caused by Tenant or Tenant's Equipment (including any subsequent modification or alteration thereto), Owner may require that an intermodulation study be conducted at the Site at Tenant's sole cost and expense. Tenant shall be notified in writing of such interference and Tenant shall power down its equipment and/or cease operations in order to correct and eliminate such interference within five (5) days after Tenant's receipt of such notice. If Tenant does not cease all interfering operation within such five (5) day period, Owner shall have the right to disconnect Tenant's Equipment until such time as Tenant can affect repairs to the interfering Equipment. If Tenant is unable to eliminate the interference, or reduce it to a level acceptable to the affected tenant of the Pre-Existing Use, within a period of sixty (60) days following such initial notice (provided that during such sixty (60) day period, Tenant may operate its Equipment intermittently during off-peak hours for testing purposes only), then Owner may, in addition to any other rights it may have for Tenant's breach hereof, terminate this Agreement. Subsequent to a written request by Owner, in Owner's sole discretion and at Tenant's sole cost and expense, each Tenant transmitter shall have a circulator and harmonic filter installed between the transmitter output and antenna

feedline. Also, Owner may, at its option, require Tenant to supply, at Tenant's sole cost and expense, additional radio frequency interference (RFI) limiting equipment for installation on the equipment of any user whose equipment is experiencing such interference. In the event that Tenant is notified of any interference experienced by a Pre-Existing Use at the Site alleged to be caused by Tenant's operations thereon, Tenant shall be obligated to perform whatever actions are necessary, at Tenant's sole cost and expense, to eliminate such interference and shall not be released from its obligation to continue to pay Rent during any period that Tenant can not operate from the Site pursuant to this Section.

(b) **Interference by a Subsequent Use.** Tenant acknowledges and agrees that Owner intends to accommodate as many users as possible at the same Site (including equipment structures and shelters) as are used hereunder by Tenant; provided that, Owner agrees that Owner's other tenant's use of the Site with respect to equipment that is leased, installed or modified subsequent to Tenant's then-current operation of Tenant's Equipment thereon ("Subsequent Use") will not interfere with Tenant's then-current operations. In the event that Tenant experiences interference caused by any Subsequent Use, Tenant shall notify Owner in writing of such interference and Owner shall, or shall cause the tenant of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within five (5) days after such Subsequent Use's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Tenant, within a period of sixty (60) days (provided that during such sixty (60) day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Tenant may, in addition to any other rights it may have for Owner's breach hereof, terminate this Agreement. Owner hereby acknowledges that it has an affirmative obligation to Tenant to cause any such interfering Subsequent Use to cease any interfering operations in accordance with this Section. In the event that Owner is notified of any interference experienced by Tenant alleged to be caused by a Subsequent Use on the Site, Owner shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Tenant (but reimbursable to Owner from such third party), to eliminate such interference.

13. Spectrum Utilization. Tenant has the right to utilize any amount of any of its owned or leased FCC-licensed frequencies for use in commercial, two-way broadband communications, without limitation or approval by Owner, subject only to the interference provisions as set forth in Section 12 above. Prior to

use at Site, Tenant agrees to provide Owner its specific licensed frequencies that will be operational at the Site of which said frequencies will be listed on Exhibit "B" of the Agreement and updated from time to time by Tenant providing written notice to Owner of changes in frequencies used at the Site.

14. Utilities. Owner represents that utilities adequate for Tenant's use of the Site are available. Tenant will pay for all utilities used by it at the Site. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Should electric power be provided by Owner, Tenant will install an electric meter and usage will be read by Owner or, at Owners option, by Tenant, and the cost of electricity used by Tenant will be paid by Tenant to Owner annually as a payment separate from Rent and will be computed at the then current public utility rate. In addition, Tenant may at its option and at its expense, install a separate electric meter and pay its electricity costs directly to the appropriate utility company. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof unless such interruption is due to Owners negligence, willful misconduct or intentional breach. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, and Tenant will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom, unless such interruption is due to Owner's negligence, willful misconduct or intentional breach. Notwithstanding the foregoing, Tenant will cooperate with Owner in shutting down (and Owner may shut down) the electrical service to the Site and its communications Equipment in connection with any necessary maintenance operation conducted for the Site or the facilities thereon if (1) such shut down is required due to RF Emission standards as defined by the FCC; or (2) in emergency situations where Tenant's Equipment is a hazard to human life or property, provided that if possible, same occurs between the hours of midnight and 6:00 AM, and provided Owner agrees to give Tenant ten (10) days' prior written notice, except in emergency situations, which notice may be oral and immediate. In the event of such an emergency, Owner shall use best efforts to provide Tenant with as much advance notice as is commercially practicable under the emergency circumstance for any electrical shut down for

necessary maintenance for the Site required under such an emergency basis, and which shut down may require an interruption in Tenant's operation. Owner shall afford Tenant at no additional cost, a temporary location from which to operate temporary equipment reasonably required by Tenant to conduct the use hereunder as Owner provided at the Site (prior to the emergency shut down of power) until electrical service is fully restored for the Site.

15. Relocation Rights. If determined necessary by Owner to relocate the tower, Owner will have a one time right to relocate the Equipment of Tenant, or any part thereof, to an alternate tower location (Relocation Site) in close proximity to the Site; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) be performed exclusively by Tenant or its agents, (iii) not unreasonably result in any interruption of the communications service provided by Tenant on the Site, and (iv) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Site and (v) be done in accordance with the terms and conditions contained in this Section 15. Owner will use commercially reasonable efforts to provide ground space for Tenant's temporary facility, for any period of time that Tenant's Site is off the air, due to such relocation. Upon relocation of Tenant's Equipment, the access and utility easements of Tenant will be relocated as required in the reasonable judgment of Tenant, to operate and maintain its Equipment. Owner will exercise its relocation right by delivering at least one hundred twenty (120) days prior written notice (the "Notice") to Tenant. In the Notice, Owner will propose an alternate site in close proximity to the Site to which Tenant may relocate and/or modify its Equipment. Tenant will have ninety (90) days from the date it receives the Notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the ninety (90) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's approval of a Relocation Site shall not be unreasonably withheld, conditioned or delayed. Any Relocation Site which Owner and Tenant agree upon in writing is referred to hereinafter as the "Relocation Site". Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate (at Owner's expense) its Equipment to the Relocation Site and/or modify its Equipment. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then

supplement Exhibit A and become a part hereof. In the event that the proposed Relocation Site is unacceptable to Tenant and would in Tenant's sole judgment, materially affect Tenant's operations, Tenant shall have the right, but not the obligation, to terminate this Agreement effective upon the expiration of the ninety (90) day period with prior written notice. Owner shall not be entitled to relocate under this Section 15 more than one (1) time during the Initial Term including any Renewal Term of this Agreement. Except as expressly provided in this Section 15, Owner and Tenant hereby agree that in no event will the relocation of Tenant's Equipment, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

16. Termination by Tenant. Tenant may terminate this Agreement without further liability on not less than thirty (30) days' prior written notice as follows: (i) if Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) if Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval or (iii) if Tenant is unable to occupy or utilize the Site due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies through no fault of the Tenant; (iv) if the Site or the property is destroyed or damaged so as in Tenant's judgment is effective use of the Site is impractical, and Owner does not provide Tenant with a suitable temporary site for Tenant's facilities, or Owner decides not to repair or rebuild in a manner suitable for Tenant's continuing use, or; (v) at any time during a Renewal Term with three (3) months' prior written notice to Owner.

17. Default. If either party is in default under this Agreement for a period of (a) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under any applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default

within such sixty (60) day period and proceeds with due diligence to fully cure the default, except as set forth in Section 12, Interference.

18. Taxes. Tenant will be responsible for payment of all personal property taxes, state sales or use taxes, assessed directly upon and arising solely from its use of the communications facility on the Site. Owner will be responsible for payment of all the real property taxes, except Tenant shall pay any increase in real estate taxes levied against the Site directly attributable to Tenant's use of this Site. These additional fees will be paid to Owner by Tenant within thirty (30) days after written demand thereof by Owner accompanied by copies of each tax bill, service bill and/or assessment notice which clearly evidences the basis for the demand, along with the prior year's bill and a reasonable determination of the proportionate amount of increase attributed to Tenant, together with Owner's share and any other tenant's shares. Upon notice to Owner, Tenant shall have the right to appeal any tax consequence which is imposed by any governmental authority in connection with Tenant's Equipment or use of the Site.

19. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, neither party will have any liability to the other for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, (excluding wrongful termination of this Agreement by Owner).

20. Hazardous Substances. Owner represents that it has no knowledge after reasonable investigation of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant and Owner will not introduce or use any such substance on the Site in violation of any applicable law, or discharge or release of such substance on the Site. Owner agrees to indemnify and to hold Tenant harmless from and against any and all claims, judgments demands, penalties, fines, losses and costs and expenses incurred by Tenant as a result of (i) any substance that Owner, its agents, employees contractors or other tenants cause or permit to be brought upon, kept or used in or about the Site or Owner's surrounding property and, (ii) any substance that exists in or about the Site or Owner's surrounding property as of the Commencement Date.

Tenant agrees to indemnify and to hold Owner harmless from and against any and all claims, judgments, demands, penalties, fines losses and costs and expenses incurred by Owner during or after the term of this Agreement as a result if any substance that Tenant, its agents, employees or contractors cause or permit to be brought upon or released in or about the Site or Owner's surrounding property in violation of applicable laws, except with respect to any and all claims resulting from or arising out of any action of Owner or any third party.

21. Liens. Neither party hereto will permit any mechanics', materialman's or other liens to stand against the Site for any labor or material furnished in connection with work of any character performed by or at the direction of either party. In the event that any notice of lien will be filed or given, the lien party will, within thirty (30) days after the date of notice of filing, cause the same to be released or discharged by either payment, deposit, or bond. The lien party shall indemnify the other from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by the non-liened party on account of the filing of the claim or lien.

22. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Tenant shall have the right to abate payment of Rent until the Site becomes useable or operable for Tenant's use, and Owner will use its best efforts to provide an alternate location, for Tenant on the property where the Site is located, until the Site is repaired or made operable. In the event that an alternate location cannot be found, or if the repair to the Site will take longer than ninety (90) days, or is not reasonably acceptable to Tenant, Tenant may terminate the Lease without further liability. If Owner does not provide an alternate location, either party may terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If this Agreement is not terminated: (i) the rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. Owner will in no event be liable to Tenant for any damage to or loss of the equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any act of God, by Owner's act or omission, or Owner's violation of any of the terms, covenants or conditions of this Agreement, unless caused by Owner's, its agents employees or contractors negligence or willful misconduct. The terms and conditions of this Section 22 shall survive the termination of this Agreement. Owner acknowledges that Tenant may have certain

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

23. Security Interest. It is the express intent of the parties to this Agreement that Owner have no security interest whatsoever in any personal property of the Tenant whatsoever, and, to the extent that any applicable statute, code or law grants Owner such an interest, Owner does hereby expressly waive any rights hereto.

24. Memorandum of Lease. At the request of Tenant, Owner agrees to execute, within fifteen (15) days of receipt, a memorandum or short form of this Agreement, in recordable form, as indicated on attached Exhibit "C", setting forth a description of the Property, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties.

25. Confidentiality. Owner agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that both parties will not discuss terms and conditions with any parties not directly involved with this Agreement unless required by law or mandated by financing agreements.

26. Binding Effect. This Agreement shall extend to and bind the heirs, personal representative successors and assigns of Owner and Tenant and shall constitute covenants.

27. Miscellaneous. (a) This Agreement applies to and binds assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; (e) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (f) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a

waiver thereof; waiver of any breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (g) Tenant will have the right to perform any tests including but not limited to, Environmental Assessments, Structural Analysis, or Geotechnical Studies in order to verify or determine the present condition of the Site.

The Addendum and the following EXHIBITS are attached to and made a part of this Agreement: "Exhibit A" (Site Description), "Exhibit B" (Antenna and Equipment List), "Exhibit C" (Memorandum of Antenna Site Agreement), "Exhibit A to the Memorandum of Lease (Legal Description of Owner's Property)" and "Exhibit D" (Minimum Installation, Occupancy and Maintenance Requirements and Specifications") and "Exhibit E" (Easement).

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

OWNER: SBA TOWERS II LLC,
a Florida limited liability company

By: [Signature]
Title: Jason Silberstein
Tax ID: 20-5388053
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Date: 4.8.11

Witness: [Signature]

Printed Name: Renee Hays

Witness: [Signature]

Printed Name: DiGirolamo

TENANT: NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Title: John Collins
Tax ID: 22-3330080
Address: 12555 Cingular Way, Suite 1300
Alpharetta, GA 30004-8502

Date: 4-7-11

Witness: [Signature]

Printed Name: Kathy Porter

Witness: [Signature]

Printed Name: Yasmarie Nevarez

Site ID: FL10961 A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

ADDENDUM TO ANTENNA SITE AGREEMENT

This addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated 4.8., 2011 by and between **SBA TOWERS II LLC** ("Owner") and **NEW CINGULAR WIRELESS PCS, LLC** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as stated in Exhibit B of the Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or have performed all such work in accordance with the structural analysis.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

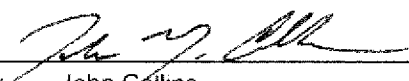
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: NEW CINGULAR WIRELESS PCS, LLC,

a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager


By: John Collins
Title: Manager of Real Estate & Construction
4-7-11

OWNER: SBA TOWERS II LLC


By: Jason Silberstein
Title: Senior Vice President, Property Management

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

EXHIBIT A SITE DESCRIPTION

Site located at: 4741 SW Birley Avenue, situated in the City of Lake City,
County of Columbia, State of Florida 32024

Legal Description:

LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin set on the boundary of the lease parcel herein described; thence N 32°15'42" W a distance of 275.00 feet to the center of proposed tower, said point also being the center point of the circular lease area, said circle having a radius of 275.00 feet.

18' X 26' LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence N 32°15'42" W a distance of 275.00 feet to the center of a proposed tower; thence N 12°08'37" E a distance of 18.21 feet to the Point of Beginning of a parcel herein described; thence N 80°00'00" E a distance of 18.00 feet; thence S 30°00'00" E a distance of 28.00 feet; thence S 80°00'00" W a distance of 18.00 feet; thence N 30°00'00" W a distance of 28.00 feet to the Point of Beginning.

8' X 18' LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence N 32°15'42" W a distance of 275.00 feet to the center of a proposed tower; thence S 38°34'11" E a distance of 27.85 feet to the Point of Beginning of a parcel herein described; thence N 87°48'46" E a distance of 18.00 feet; thence S 2°11'14" E a distance of 8.00 feet; thence S 87°48'46" W a distance of 18.00 feet; thence N 2°11'14" W a distance of 8.00 feet to the Point of Beginning.

Site ID: FL 10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

EASEMENT PARCEL:

A 20 foot access/utility easement, said easement being 10 feet on both sides of the centerline herein described, located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence S 80°30'15" W a distance of 212.83 feet to the Point of Beginning of the 20 foot access/utility easement herein described; thence S 87°48'45" W and along said centerline a distance of 426.24 feet; thence N 84°04'51" W and along said centerline a distance of 69.24 feet to the Point of Ending on the East right of way of Birley Road.

Latitude: 30° 7' 33.91"

Longitude: -82° 43' 58.78"

Sketch of Site:

To be provided by Tenant at a later date.

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

EXHIBIT B
ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the FDH Structural Analysis.

Antenna(s):

Quantity: Twelve (12)
Type: Panel
Manufacturer: Andrew
Model: DBXNH-8585B-R2M
Dimensions: 72.8" x 11.9" x 7.1"
Weight: 46.2 lbs.
Mounting:
Base of the antenna: At approximately the 222' height level
Centerline of the antenna: At approximately the 225' height level
Tip of the antenna: At approximately the 228' height level
Orientation: 0°, 120° & 240°
Downtilt:
Mount Type: Per Structural Analysis

Cables: Twenty-One (21) Total
Number of Lines: Eighteen (18) Three (3)
Type: Andrew FXL-780 RET
Size: 1 5/8" 3/8"

Dish: N/A

Tower Mounted Amplifier(s):

Quantity: Nine (9)
Manufacturer: Andrew
Model: E15Z01P13
Dimensions/Weight: 13.6" x 7.2" x 5.5" / 24 lbs.
Mount Location: Behind Tenant's antennas via 7/8" jumpers

DC Surge Supression System:

Quantity: One (1)
Manufacturer: Raycap
Model: DC6-48-60-18-8F
Dimensions/Weight: 23.5" x 9.7" / 20 lbs.
Mount Location: Behind Tenant's antennas
Cable: Three (3) Total
Number of Lines: One (1) Two (2)
Type: Fiber Power
Size: 1/4" 1/3"

Remote Radio Unit RRU(s):

Quantity: Three (3)
Manufacturer: Ericsson
Model: RRUS11
Dimensions/Weight: 15.9" x 16.3" x 5.8" / 44 lbs.
Mount Location: Behind Tenant's antennas

Ground Space Requirements:

Tenant provided Shelter: Approximately 322 square feet
Dimensions: 11.5' x 28'
Type Shelter: Shelter

Transmitter: N/A

Transmitter Cabinet: N/A

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

Frequencies: **Only provided for compliance with Sections 12 & 13 of the Lease**
Transmit: 1970 – 1975 MHz
Receive: 1890 – 1895 MHz

ERP:

Transmitter Operating Power:

Generator:
Quantity: One (1)
Manufacturer/Model: MQ Power Systems
Type: Diesel
Power: 60 Kilowatts
Capacity: 250 gallons
Location: Inside Tenant's shelter

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

EXHIBIT C
MEMORANDUM OF ANTENNA SITE AGREEMENT

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

After recording return to:

STATE OF FLORIDA

COUNTY OF COLUMBIA

MEMORANDUM OF ANTENNA SITE AGREEMENT

This Memorandum of lease ("MEMORANDUM") dated as of _____, 2011, is between **SBA TOWERS II LLC**, a Florida limited liability company ("OWNER") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company ("TENANT").

RECITALS

Whereas, Owner and Tenant have executed that certain Antenna Site Agreement ("Agreement") dated as of _____, 2011, covering certain premises, more specifically a ground space area described in Exhibit "A" attached hereto consisting of approximately 322 (11.5' x 28') square feet (the "Premises") situated at that certain site "Site", on a portion of that certain real property located in the County of Columbia, State of Florida; and

Whereas, Owner and Tenant desire to record notice of the Agreement in the Official Records of Columbia County, Florida.

NOW THEREFORE, in consideration of the foregoing, Owner and Tenant hereby declare as follows:

1. Demise. Owner has leased the Premises to Tenant (together with access rights), and Tenant has hired the Premises from Owner, subject to the terms, covenants and conditions contained in the Agreement.
2. Expiration Date. The term of the Agreement ("Term") is scheduled to commence on or before _____, 2011, and shall expire five (5) years thereafter, subject to Tenant's option to extend the Term pursuant to Section 2 of the Agreement for four (4) additional terms of five (5) years each.
3. Agreement Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

Site ID: FL10961-A-02
Site Name: Bass

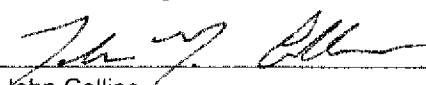
Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

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

OWNER: SBA TOWERS II LLC,
a Florida limited liability company

TENANT: NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Jason Silberstein
Title: Senior Vice President, Property Management
Date: _____

By:  John Collins
Title: Manager of Real Estate & Construction
Date: _____

OWNER'S NOTARY BLOCK

STATE OF FLORIDA

COUNTY OF PALM BEACH

On _____, 2011, personally appeared Jason Silberstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)

COMMISSION NUMBER: _____

TENANT'S NOTARY BLOCK

STATE OF _____

COUNTY OF _____

On _____, 2011, personally appeared John Collins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)

COMMISSION NUMBER: _____

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Owner's Property of which the Premises are a part is described as follows:

All that real property located in the State of Florida, County of Columbia,

described as follows:

LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin set on the boundary of the lease parcel herein described; thence N 32°15'42" W a distance of 275.00 feet to the center of proposed tower, said point also being the center point of the circular lease area, said circle having a radius of 275.00 feet.

18' X 26' LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence N 32°15'42" W a distance of 275.00 feet to the center of a proposed tower; thence N 12°08'37" E a distance of 18.21 feet to the Point of Beginning of a parcel herein described; thence N 80°00'00" E a distance of 18.00 feet; thence S 30°00'00" E a distance of 28.00 feet; thence S 80°00'00" W a distance of 18.00 feet; thence N 30°00'00" W a distance of 28.00 feet to the Point of Beginning.

8' X 18' LEASE PARCEL:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence N 32°15'42" W a distance of 275.00 feet to the center of a proposed tower; thence S 38°34'11" E a distance of 27.85 feet to the Point of Beginning of a parcel herein described; thence N 87°48'46" E a distance of 18.00 feet; thence S 2°11'14" E a distance of 8.00 feet; thence S 87°48'46" W a distance of 18.00 feet; thence N 2°11'14" W a distance of 8.00 feet to the Point of Beginning.

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

EASEMENT PARCEL:

A 20 foot access/utility easement, said easement being 10 feet on both sides of the centerline herein described, located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East of the Tallahassee Meridian, Columbia County, Florida and being more particularly described as follows: Commencing at a 4" x 4" concrete monument, said 4" x 4" concrete monument being the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 20; thence S 87°48'45" W and along the South boundary of said Southwest 1/4 of the Northeast 1/4 of Section 20 a distance of 633.82 feet; thence N 2°11'15" W and leaving said South boundary a distance of 37.07 feet to a 1/2" iron pin; thence S 80°30'15" W a distance of 212.83 feet to the Point of Beginning of the 20 foot access/utility easement herein described; thence S 87°48'45" W and along said centerline a distance of 426.24 feet; thence N 84°04'51" W and along said centerline a distance of 69.24 feet to the Point of Ending on the East right of way of Birley Road.

EXHIBIT D

MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed equipment and subcontractors. No work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Owner before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Tenant must notify the Owner at least twenty-four (24) hours in advance of any installation work.

Owner to provide price quote for installation services based on tenant's scope of work. Owner to provide semi-annual maintenance inspection of tenant provided materials (i.e. Antennas, lines, amplifiers and associated hardware), if installed by owner, based on a negotiated annual fee

Installation

2. (a) The following minimum protective devices must be properly installed:
 - (1) Lightning arrestors in feedline at wall feedthru or at feedline termination point for all non-cast antennas (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit, if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
- (b) All equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g.; RGB) be permitted outside the cabinet. This is necessary to minimize RF leakage which could cause interference.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All RF equipment cabinets must be grounded to the Site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry manifold and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Owner's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Owner's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

General

3. Tenant must comply with any applicable instructions regarding any Site security system.
 - (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Site ID: FL10961-A-02
Site Name: Bass

Tenant Site ID: 336x0366
Tenant Site Name: SW Lake City
Tenant Fixed Asset #: 10152022

**EXHIBIT E
EASEMENT**

See attached

Easement Agreement

(Note: Easement is in the name of TCO Land, LLC which is an SBA wholly owned entity)

RETURN TO:
REPUBLIC COMMERCIAL TITLE AGENCY, LLC
6111 PEACHTREE DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328

Prepared by and Return to:
SBA Network Services, Inc.
Attn: Maritza Latoni
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226-9310

RCIC 1004260

Inst: 201112006886 Date: 5/6/2011 Time: 2:59 PM
Doc Stamp-Deed: 910.00
DC, P. DeWitt Cason, Columbia County Page 1 of 16 B.1214 P.673

[Recorder's Use Above This Line]

STATE OF FLORIDA
COUNTY OF COLUMBIA

Tax ID Number:

EASEMENT AGREEMENT

By and between Claire Durrance and William David Durrance ("Grantor") with an address at 4601 SW Birley Avenue, Lake City, FL 32024

and

TCO Land LLC ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487.

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: _____

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of September 23, 2010, by and between Claire Durrance and William David Durrance with an address at 4601 SW Birley Avenue, Lake City, FL 32024, ("Grantor") and TCO Land LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on Exhibit 'A' attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

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

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this

Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easements.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestrictive right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated

right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments) if Grantor furnishes proof of such increase to Grantee. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Taxes and other charges payable under this Agreement shall be billed by Grantor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Grantor, and shall not be payable by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined

by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Seller has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of 90 days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's mortgagee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Claire and William Durrance
4601 SW Birley Avenue
Lake City, FL 32024

To Grantee: TCO Land LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for

obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limited the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain lease, dated December 2, 2004 originally by and between Grantor and Nextel WIP Lease Corp, a Delaware corporation, and assigned to SBA Towers II LLC, as amended from time to time (collectively, the "Lease"). Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharge Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to the Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate the Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security

interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

Maritza Latoni
Print Name: Maritza Latoni

Joan Cortez
Print Name: Joan Cortez

Maritza Latoni
Print Name: Maritza Latoni

Joan Cortez
Print Name: Joan Cortez

GRANTOR:

By: *Claire Durrance*
Name: Claire Durrance

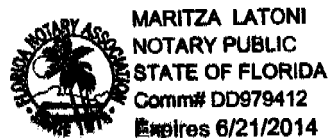
By: *William David Durrance*
Name: William David Durrance

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this September 23 2010 by Claire Durrance and William David Durrance who is personally known to me or who has produced _____ (type of identification) as identification.

Maritza Latoni
Notary Public

(SEAL)



WITNESSES:

GRANTEE:

M. L. Loni
Print Name: M. L. Loni

Erika Lebrini
Print Name: ERIKA LEBRINI

TCO Land LLC, a Delaware limited liability company

By: *[Signature]*
Name: Neil Seidman
Title: VP Mergers & Acquisitions

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me September 23, 2010 by Neil Seidman, the VP Mergers & Acquisitions of TCO Land LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____



MARITZA LAFONI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD979412
Expires 6/21/2014

EXHIBIT 'A'

Premises

Premises situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 237,583 sq.ft. lease premises over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 87°48'45" East, along the South line of subject parcel, a distance of 563.87 feet, thence, leaving South line of subject parcel, North 02°11'15" West, a distance of 283.11 feet to the Place of Beginning.

Said Place of Beginning being the center point of a circular lease area, with a radius of 275.00 feet. Said lease premises encumbering 237,583 sq. ft. (5.4542 acres), more or less.

LEASE AREA #2 (AS SURVEYED)

A lease premises situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 504 sq.ft. lease premises over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 87°48'45" East, along the South line of subject parcel, a distance of 563.87 feet, thence, leaving South line of subject parcel, North 02°11'15" West, a distance of 283.11 feet; thence, North 12°08'37" East, a distance of 18.21 feet to the Place of Beginning.

Thence, North 60°00'00" East, a distance of 18.00 feet;

Thence, South 30°00'00" East, a distance of 28.00 feet;

Thence, South 60°00'00" West, a distance of 18.00 feet;

Thence, North 30°00'00" West, a distance of 28.00 feet to the Place of Beginning. Said lease premises encumbering 504 sq. ft. (0.012 acres), more or less.

LEASE AREA #3 (AS SURVEYED)

A lease premises situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 144 sq.ft. lease premises over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 87°48'45" East, along the South line of subject parcel, a distance of 563.87 feet, thence, leaving South line of subject parcel, North 02°11'15" West, a distance of 283.11 feet; thence, South 36°27'01" East, a distance of 36.89 feet to the Place of Beginning.

Thence, North 87°48'46" East, a distance of 18.00 feet;
Thence, South 02°11'14" East, a distance of 8.00 feet;
Thence, South 87°48'46" West, a distance of 18.00 feet;
Thence, North 02°11'14" West, a distance of 8.00 feet to the Place of Beginning. Said lease premises encumbering 144 sq. ft. (0.003 acres), more or less.

ACCESS & UTILITY EASEMENT (AS SURVEYED)

An access and utility easement situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 9,657 sq.ft. access and utility easement over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows:

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 01°18'22" West, along the South line of subject parcel, a distance of 11.50 feet to the Place of Beginning.

Thence, 20.04 feet along a curve to the right, with a radius of 11419.16 feet, with a chord bearing and distance of North 01°13'37" West, 20.04 feet;
Thence, South 87°23'40" East, a distance of 45.46 feet;
Thence, North 88°55'17" East, a distance of 69.34 feet;
Thence, North 87°12'06" East, a distance of 341.15 feet;
Thence, 63.15 feet along a curve to the left, with a radius of 275.00 feet, with a chord bearing and distance of South 75°43'51" East, 63.01 feet;
Thence, South 85°33'19" West, a distance of 52.43 feet;
Thence, South 87°12'06" West, a distance of 349.28 feet;
Thence, South 88°55'17" West, a distance of 70.28 feet;
Thence, North 87°23'40" West, a distance of 44.76 feet to the Place of Beginning. Said access and utility easement encumbering 9,657 sq. ft. (0.222 acres), more or less.

EXHIBIT 'B'

Exclusive Easement

LEASE AREA #2 (AS SURVEYED)

A lease premises situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 504 sq.ft. lease premises over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 87°48'45" East, along the South line of subject parcel, a distance of 563.87 feet, thence, leaving South line of subject parcel, North 02°11'15" West, a distance of 283.11 feet; thence, North 12°08'37" East, a distance of 18.21 feet to the Place of Beginning.

Thence, North 60°00'00" East, a distance of 18.00 feet;
Thence, South 30°00'00" East, a distance of 28.00 feet;
Thence, South 60°00'00" West, a distance of 18.00 feet;
Thence, North 30°00'00" West, a distance of 28.00 feet to the Place of Beginning. Said lease premises encumbering 504 sq. ft. (0.012 acres), more or less.

LEASE AREA #3 (AS SURVEYED)

A lease premises situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 144 sq.ft. lease premises over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 87°48'45" East, along the South line of subject parcel, a distance of 563.87 feet, thence, leaving South line of subject parcel, North 02°11'15" West, a distance of 283.11 feet; thence, South 36°27'01" East, a distance of 36.89 feet to the Place of Beginning.

Thence, North 87°48'46" East, a distance of 18.00 feet;
Thence, South 02°11'14" East, a distance of 8.00 feet;
Thence, South 87°48'46" West, a distance of 18.00 feet;
Thence, North 02°11'14" West, a distance of 8.00 feet to the Place of Beginning. Said lease premises encumbering 144 sq. ft. (0.003 acres), more or less.

EXHIBIT 'C'

Access and Utility Easement

An access and utility easement situated in the City of Lake City, County of Columbia, State of Florida, lying within Southwest 1/4 of the Northeast 1/4 of Section 20, Township 4 South, Range 16 East and known as being a 9,657 sq.ft. access and utility easement over and upon the lands described in deed to William & David Jr. Durrance by Deed Book 1182, Page 1 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a Concrete Marker found at the most Southwesterly corner of aforementioned William & David Jr. Durrance parcel, also being a point along the Easterly Right-of-Way line of SW Birley Avenue; thence, North 01°18'22" West, along the South line of subject parcel, a distance of 11.50 feet to the Place of Beginning.

Thence, 20.04 feet along a curve to the right, with a radius of 11419.16 feet, with a chord bearing and distance of North 01°13'37" West, 20.04 feet;

Thence, South 87°23'40" East, a distance of 45.46 feet;

Thence, North 88°55'17" East, a distance of 69.34 feet;

Thence, North 87°12'06" East, a distance of 341.15 feet;

Thence, 63.15 feet along a curve to the left, with a radius of 275.00 feet, with a chord bearing and distance of South 75°43'51" East, 63.01 feet;

Thence, South 85°33'19" West, a distance of 52.43 feet;

Thence, South 87°12'06" West, a distance of 349.28 feet;

Thence, South 88°55'17" West, a distance of 70.28 feet;

Thence, North 87°23'40" West, a distance of 44.76 feet to the Place of Beginning. Said access and utility easement encumbering 9,657 sq. ft. (0.222 acres), more or less.



NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Paul M. Wilson, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Kimberly Williams is authorized and empowered to execute and deliver in the name of and on behalf of the Company that certain Letter of Authorization addressed to the Columbia County Building Department in Lake City, Florida, related to premises located at 4601 SW BIRLEY AVE, LAKE CITY, FL 32024, AT&T Site: SW Lake City/ 10152022

IN WITNESS WHEREOF, the undersigned has affixed his signature this 8th day of April 2026.

A handwritten signature in blue ink that reads "Paul M. Wilson". The signature is written in a cursive style and is positioned above a horizontal line.

Paul M. Wilson
Assistant Secretary
AT&T Mobility Corporation, as Manager of
New Cingular Wireless PCS, LLC



AT&T Mobility
12150 Research Parkway
Orlando, FL 32826

LETTER OF AUTHORIZATION

April 2, 2026
Columbia County Building Department
135 NE Hernando Ave
Lake City, FL 32055

RE:

4601 SW BIRLEY AVE, LAKE CITY, FL 32024
AT&T Site: SW Lake City / 10152022

We the undersigned, hereby authorize Trisha Purcell to act on our behalf in manners relating to leasing and permit applications, including signing documents relating to these matters. Any acts carried out by the above referenced name(s) on our behalf shall have the same effect as acts of our own.

This authorization is valid until further written notice from (New Cingular Wireless PCS, LLC a Delaware limited liability company, d/b/a AT&T Mobility).

Sincerely,

A handwritten signature in cursive script that reads "Kimberly Williams".

Kimberly Williams
AT&T Mobility
12150 Research Parkway
Orlando, FL 32826
m 904.412.7929 | kw4086@att.com

MOBILIZING **YOUR** WORLD