

## FOURTH AMENDMENT TO LEASE AND OPERATING AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AND OPERATING AGREEMENT FOR COMMERCIAL WIRELESS TELECOMMUNICATIONS ("Amendment") is made effective as of the date last executed, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("DOT" or "LESSOR"), and ATC MANAGED SITES LLC, a Delaware limited liability company and SpectraSite Communications, LLC, a Delaware limited liability company, as successor-in-interest to Lodestar Towers, Inc. (collectively, "ATC" or "LESSEE").

### RECITALS

- A. DOT and ATC, as successor-in-interest to Lodestar Towers, Inc., are parties to that certain Lease and Operating Agreement dated March 25, 1999, as amended by: (i) that certain Amendment to Lease and Operating Agreement dated November 30, 1999; (ii) that certain Second Amendment to Lease and Operating Agreement dated August 1, 2003; and (iii) that certain Third Amendment to Lease and Operating Agreement dated April 6, 2004 (collectively the "Agreement").
- B. DOT and ATC agree to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms.

Capitalized terms used but not defined herein shall have the meaning given to such terms under the Agreement.

2. Modification of Exclusive Right to Lease DOT Property for Telecommunication Sites.

The parties desire to modify the provisions of the Agreement that provide ATC the exclusive right to lease DOT Property for Telecommunication Sites. Section III of the Agreement provides ATC a fifteen year exclusive period to lease DOT Property for the construction, operation, and maintenance of new Telecommunications Facilities and the installation, operation, and maintenance of approved Communications Equipment on DOT Telecommunications Facilities and DOT Structures by ATC and its Sublessees/Licensees.

The parties agree that the exclusive lease rights provided under the Agreement are hereby modified to provide ATC the exclusive right to lease the specific DOT Property identified on Exhibit A to this Amendment (the "Existing Sites") for the construction, operation, and maintenance of new Telecommunications Facilities and the installation, operation, and maintenance of approved Communications Equipment by ATC and its Sublessees/Licensees, in accordance with the other terms of the Agreement, as amended. This exclusive right shall extend through March 24, 2029. ATC shall continue to be entitled to lease other DOT Property in accordance with the terms of the Agreement, as amended, but shall have no exclusive rights as to any DOT Property other than the Existing Sites.

3. Modification of Lease Term.

The parties desire to extend the Term of the Agreement. Accordingly, Section V(A) of the Agreement is amended by deleting the phrase "thirty (30) years" and replacing it with "forty (40) years." The ten (10) year period after the original thirty (30) year term shall be defined as the "Extended Term."

4. Quarterly Marketing Report Format.

The parties agree and acknowledge that ATC's obligation to provide a quarterly report of marketing initiatives, pursuant to Section VI(C) of the Agreement, shall be modified specifically with regard to the report's format. ATC shall provide the quarterly marketing report in the format set forth in Exhibit B attached to this Amendment. The parties agree the timely provision of marketing information in the format attached as Exhibit B will meet ATC's reporting obligations under Section VI(C) of the Agreement.

5. Compensation.

During each year of the Extended Term, the percentage of Gross Revenues payable to the DOT shall be as follows in lieu of the rate structure identified in Exhibit H to the Agreement:

- (i) 50% for Type 1 and 3 structures and properties;
- (ii) 41% for Type 2 structures and properties; and
- (iii) 15% for Type 4 structures and properties.

6. Notice Address.

Until otherwise provided by written notice given to the DOT, notices sent to ATC shall be sent to the following notice address:

ATC Managed Sites, LLC  
c/o SpectraSite Communications, LLC  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

7. Miscellaneous.

Except as expressly amended herein, the Agreement, as previously amended, remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but which together shall constitute a single document. Electronically copied signatures (e.g. facsimile or PDF) shall have the same force and effect as originals.

8. Authority.

Each party represents and warrants to the other that all necessary authorizations required for the execution and performance of this Fourth Amendment have been given and that the undersigned officer of a party is duly authorized to execute this Amendment and bind the party for which it signs.

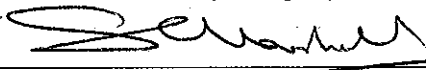
9. Ratification/Estoppel.

Each party hereby ratifies and confirms that the Agreement is in full force and effect. DOT represents and warrants that, as of the Effective Date, ATC is not in default in the payment or performance of its obligations under the Agreement and, to the best of DOT's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Agreement. Except as modified herein, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the dates below.

**ATC MANAGED SITES LLC,**  
a Delaware limited liability company

By: 

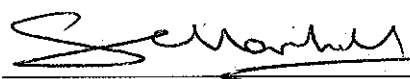
Name: Steven Marshall

Title: VP and President, US Tower

Date: May 20, 2013

**SPECTRASITE COMMUNICATIONS, LLC,** a  
Delaware limited liability company, as successor in  
interest to Lodestar Towers, Inc.

By: SpectraSite, LLC, its Managing Member

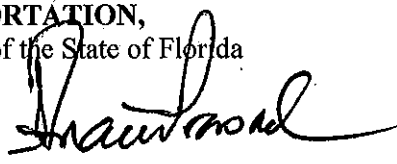
By: 

Name: Steven Marshall

Title: VP and President, US Tower

Date: May 20, 2013

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION,**  
an agency of the State of Florida

By: 

Name: Ananth Prasad, P.E.

Title: Secretary

Date: June 25, 2013

FDOT Legal Review:



# EXHIBIT A

Tower No	Tower Name	Address	City	County	Lat	Long
264981	IMMOKALEE RD FL	5790 Immokalee Road	NAPLES	COLLIER	26.2718	-81.7438
310970	SOUTH BREVARD FL	1-95 at overpass 0.5 miles North of Brevard / Indian River line	Fellsmere	BREVARD	27.8280	-80.5605
303000	S.r. 202 And Hodges Rd.	4804 Hodges Boulevard	Jacksonville	DUVAL	30.2510	-81.4659
302889	TPK Orlando South	Turnpike and Exit 254	Orlando	ORANGE	28.4297	-81.4020
302924	INT Edgewater	SR 442 & I-95	Edgewater	VOLUSIA	28.9511	-80.9506
302724	Greensboro Hwy	I 10 Exit 25@sr 12 3000 Greensboro Hwy	Quincy	GADSDEN	30.5770	-84.7003
302925	INT Mims	SR 46 & I-95	Mims	BREVARD	28.6667	-80.8694
302912	INT Saint Augustine	SR 16 & I-95	Saint Augustine	ST JOHNS	29.9171	-81.4124
302725	Pat Thomas Parkway	3355 Pat Thomas Parkway	Quincy	GADSDEN	30.5371	-84.5951
302895	TPK Stuart	Turnpike and Exit 133	Palm City	MARTIN	27.1609	-80.3037
302892	TPK Site X	Turnpike and Corrigan Road	Fort Pierce	INDIAN RIVER	27.5586	-80.6598
302720	McClenney	4113 Interstate 10	Macclenny	BAKER	30.2630	-82.1055
302898	Int Sarasota	Jacaranda Blvd. & I-75	Sarasota	SARASOTA	27.1122	-82.3833
302772	I-10 Exit 9	4353 Ward Basin Road	Milton	SANTA ROSA	30.5920	-87.0005
302730	Pompano Beach	Mile Post 65 1/2 Florida Turnpike	Pompano Beach	BROWARD	26.2280	-80.1817
302916	INT Mossyhead	SR 285 & I-10	Defuniak Springs	WALTON	30.7331	-86.3517
303002	I-75 & Sr 29	I-75 & Sr 29	Naples	COLLIER	26.1617	-81.3491
302905	INT White Springs	SR 136 & I-75	Live Oak	SUWANNEE	30.3190	-82.8080
302900	INT Bayshore	SR 78 & I-75	Fort Myers	LEE	26.7146	-81.8133
302816	I-75 E Mm 63.3	63 Interstate 75	Ochopee	COLLIER	26.1674	-81.0775
302884	TPK Kenansville	Turnpike and Lake Marian Road	Kenansville	OSCEOLA	27.8656	-81.0153
302891	Tpk Yeehaw Junction	Turnpike And Exit 193	Okeechobee	OSCEOLA	27.6978	-80.8973
302890	TPK St.Cloud	Turnpike and Canoe Creek	Saint Cloud	OSCEOLA	28.0928	-81.2728
302922	INT Ormand	US 1 & I-95	Ormond Beach	VOLUSIA	29.3364	-81.1306
302913	INT Sampson	I-95 Rest Area ( Saint Johns)	Jacksonville	ST JOHNS	30.0928	-81.4983
302896	TPK West Palm Beach	Turnpike and Exit 99/SR704	West Palm Beach	PALM BEACH	26.7086	-80.1381
302728	Midway Road FL	8150 West Midway Road	Fort Pierce	ST LUCIE	27.3753	-80.4078
302919	INT Wildwood	SR 44 & I-75	Wildwood	SUMTER	28.8739	-82.0918
302930	INT Temple Terrace	CR 581 & I-75	Tampa	HILLSBOROUGH	28.1225	-82.3753
302770	I-75 Us 90	4672 Highway 90 West	Lake City	COLUMBIA	30.1813	-82.6900
302951	Kernan Blvd And 202	5003 Kernan Blvd Sth	Jacksonville	DUVAL	30.2531	-81.4974
302732	Live Oak FL 2	2760 I 10	Live Oak	SUWANNEE	30.2737	-82.8006
302888	TPK Orlando	Turnpike and Exit 267	Ocoee	ORANGE	28.5500	-81.5536
302719	Glen St. Mary	7621 Interstate 10	Macclenny	BAKER	30.2612	-82.1628
302908	INT Greenville	I-10 West of US 221	Greenville	MADISON	30.4356	-83.6390
302814	I-75 W Rs Mm 35	Interstate 75 M M 35	West Broward County	BROWARD	26.1475	-80.6283
302920	INT Saint Catherine	CR 478 & I-75	Bushnell	SUMTER	28.6033	-82.2017
302735	Pete Side	14175 4th Street	CLEARWATER	PINELLAS	27.9004	-82.6378
302729	Indrio Road	12400 Indrio Road	Fort Pierce	ST LUCIE	27.5224	-80.4505

302721	Sanderson FL 1	13739 Interstate 10	Glen Saint Mary	BAKER	30.2406	-82.2616
302907	INT Falmouth	US 90 & I-10	Live Oak	SUWANNEE	30.3425	-83.0904
302722	Sneads FL	1040 Blue Berry Drive	Grand Ridge	JACKSON	30.6383	-84.9431
302723	Creek Road	I 10 Exit 24@ Sr270a 1355 Flat Creek Road	Chattahoochee	GADSDEN	30.6161	-84.8209
302815	I-75 E Mm 51.2	Interstate 75 E, Mm 51.2	Ochopee	COLLIER	26.1722	-80.8851
302893	TPK Ft. Pierce	Turnpike and Exit 152	Fort Pierce	ST LUCIE	27.4081	-80.3986
302825	I-75 Exit 81	Route 10, Box 1010	Lake City	COLUMBIA	30.1177	-82.6552
302882	Tpk Pennsuco	Turnpike And Exit 35.5	Hialeah	MIAMI-DADE	25.8994	-80.3831
302734	Riverview FL 3	4779 Foxy Lane	Riverview	HILLSBOROUGH	27.9052	-82.3437
302904	INT Sanderson	US 90 & I-10	Glen Saint Mary	BAKER	30.2379	-82.3040
302901	Int Estero	10750 Corkscrew Road	Estero	LEE	26.4324	-81.7764
302929	INT Jassamine	CR 41 & I-75	Dade City	PASCO	28.4200	-82.2881
302885	TPK Delray Beach	Turnpike and Exit 81	Delray Beach	PALM BEACH	26.4566	-80.1735
302897	TPK Snapper Creek	Turnpike and SR 874	Miami	MIAMI-DADE	25.6633	-80.3869
302727	Tallahassee FL	1710 Capital Circle NW	Tallahassee	LEON	30.4811	-84.3638
302718	St. John's	331-t1 I 95	Saint Augustine	ST JOHNS	29.7050	-81.3268
302917	INT Holt	SR 189 & I-10	Holt	OKALOOSA	30.6989	-86.7519
302886	TPK Wildwood	Turnpike and US 301	Wildwood	SUMTER	28.8286	-82.0320
302733	I-10 Exit 2	750 Interstate 10	Pensacola	ESCAMBIA	30.5217	-87.3132
302771	I-10 Exit 36	Route 1, Box 423	Madison	MADISON	30.4303	-83.4554
302831	Andytown	Interstate 75 M M 25	West Broward County	BROWARD	26.1455	-80.4669
302910	INT Gainesville	9555 NW 39th Avenue	Gainesville	ALACHUA	29.6876	-82.4461
302906	INT Jennings	CR 6 & I-75	Jennings	HAMILTON	30.5180	-83.0576
302883	TPK Jupiter	Turnpike and Exit 116/SR 706	Jupiter	PALM BEACH	26.9353	-80.1575
302911	INT Yulee Heights	A1A & I-95	Yulee	NASSAU	30.6202	-81.6496
302931	INT Ruskin	CR 674 & I-75	Sun City Center	HILLSBOROUGH	27.7139	-82.3831
302923	INT Port Orange	254 I-95 Northbound	Port Orange	VOLUSIA	29.0849	-81.0165
302915	INT Carryville	CR 279 & I-10	Caryville	WASHINGTON	30.7575	-85.8136
302726	Star Hwy	I 10 Exit 27 @ Us 90 32900 Blue Star Hwy	Havana	GADSDEN	30.4914	-84.4271
302927	INT Sanlando Springs	I-4 Rest Area (Seminole)	Longwood	SEMINOLE	28.6997	-81.3839
302881	TPK Fort Lauderdale	Turnpike and Exit 58/State Road 838	Fort Lauderdale	BROWARD	26.1376	-80.2175
303004	Tea Table	79300 Overseas Hwy	Islamorada	MONROE	24.8956	-80.6637
302921	INT Esplanola	US 1 Weigh Station	Palm Coast	FLAGLER	29.5607	-81.2685
302926	INT June Park	US 192 & I-95	Melbourne	BREVARD	28.0794	-80.7053
302909	INT Ellisville	US 41 & I-75	Lake City	COLUMBIA	29.9996	-82.5982
302824	I-75 Exit 85	6609 Us Hwy 129s	Jasper	HAMILTON	30.4503	-82.9334
302887	TPK Clearmont	Turnpike and Exit 285	Clermont	LAKE	28.6461	-81.8054
302826	I-95 S CI Exit 80 P	3500 Garden Street	Titusville	BREVARD	28.6175	-80.8519
302769	I-75 Rest Area	Route 2, Box 2222	Lake City	COLUMBIA	29.9772	-82.5802
302903	INT Fruitville	SR 780 & I-75	Sarasota	SARASOTA	27.3378	-82.4476
302899	INT Port Charlotte	SR 769 & I-75	Punta Gorda	CHARLOTTE	27.0214	-82.0484
302914	INT Shady Grove	I-10 Rest Area	Chattahoochee	GADSDEN	30.6282	-84.8908
302918	INT Orange Lake	CR 318 & I-75	Reddick	MARION	29.4064	-82.2464
302894	TPK Ft. Pierce 2	Turnpike and Service Area #3	Port Saint Lucie	ST LUCIE	27.3036	-80.3736
302823	I-75 Exit 87	1887 Hamilton Avenue	Jennings	HAMILTON	30.5953	-83.1194
302928	INT Gopher Ridge	US 1 & I-95	Saint Augustine	ST JOHNS	29.6622	-81.2872

303002	SR 29 & I-75	I-75 & Sr 29	Naples	COLLIER	29.9,42.1	84.10,35.52
	US 90 & I-10		Sanderson			
	US 90 & I-10		Falmouth			
	CR 222 & I-75		Gainesville			
	Toll Plaza (Broward)		Andytown			
	SR44 & I-75		Wildwood			
	I-95 Rest Area (Volusia)		Port Orange			
	SR 442 & I-95		Edgewater			
	US 1 & I-95		Gopher Ridge			
	US 1 & I-95		Ormand			

#### Turnpike Locations

Nearest City	Latitude	Longitude	AVRHI	Mile Post
Wildwood	28-49-42	82-01-56	175	304.5
Clearmont	28-38-44	81-48-30	270	285
Orlando	28-33-00	81-33-13	220	267
St. Cloud	28-05-33	81-16-23	300	229
Yeehaw				
Junction	27-41-51	80-53-51	180	193.5
Site X	27-33-30	80-39-36	160	174
Ft. Pierce	27-24-29	80-23-55	225	152.8
Ft. Pierce	27-18-13	80-22-25	100	144
Stuart	27-09-39	80-18-10	165	133
Jupiter	26-56-07	80-09-27	215	116
West Palm Beach				
Beach	26-42-31	80-08-17	172	99
Delray Beach	26-27-23	80-10-26	255	81
Pompano	26-14-52	80-09-58	255	67.5
Ft. Lauderdale	26-08-14	80-13-04	255	58
Pennsuco	25-53-58	80-22-59	255	35.5
Snapper Creek	25-39-48	80-23-13	100	18.5

#### Maintenance and Construction Yards

Yard Location	Latitude	Longitude	AVRHI	County
Bartow	27-53-55	81-53-33	185	Polk
Arcadia	27-13-16	81-52-31	100	DeSoto
Charlotte	26-57-53	82-04-20	60	Charlotte
Fort Myers	26-40-57	81-54-36	300	Lee
Labelle	26-44-49	81-27-12	120	Hendry
Lakeland	27-57-33	81-57-59	60	Polk
Sarasota	27-23-20	82-32-01	75	Sarasota
Sebring	27-28-58	81-25-00	60	Highlands
Okeechobee	27-15-11	80-50-13	60	Okeechobee
Deep Lake	26-02-30	81-20-51	150	Collier
Naples	26-08-10	81-45-02	150	Collier
Mayport	30-23-28	81-25-55	25	Duval
Perry	30-05-30	83-43-30	270	Taylor
Jacksonville	30-16-01	81-37-16	60	Duval
Jasper	30-31-29	82-55-30	60	Hamilton
Palatka	29-38-45	81-35-32	60	Putnam

St. Augustine	29-55-26	81-20-34	100	St. Johns
Lake City	30-11-48	82-39-16	210	Columbia
Callahan	30-35-14	81-47-57	60	Nassau
Chiefland	29-28-34	82-50-40	199	Levy
Trout River Lab	30-24-30	81-40-05	45	Duval
Gainesville	29-46-18	81-40-05	450	Alachua
Middleburg	30-06-28	81-48-30	60	Clay
Raiford	30-04-03	82-14-25	60	Union
Live Oak	30-18-12	83-00-21	60	Suwannee
Madison	30-28-59	83-26-57	60	Madison
Baldwin	30-18-30	81-58-17	240	Duval
Panama City	30-09-58	85-40-29	200	Bay
Pensacola	30-30-42	87-16-08	60	Escambia
Pensacola	30-31-55	87-13-41	100	Escambia
Quincy	30-34-43	84-33-40	60	Gadsden
Sopchoppy	30-02-50	84-29-54	60	Wakulla
Chipley	30-46-52	85-31-29	300	Washington
Blountstown	30-26-06	85-05-12	60	Calhoun
Bonifay	30-47-26	85-44-39	60	Holmes
Carrabelle	29-51-04	84-38-30	60	Franklin
Crestview	30-44-26	86-33-53	60	Okaloosa
Crestview	30-41-43	86-31-35	60	Okaloosa
Defuniak Springs	30-43-21	86-06-01	220	Walton
Fort Walton	30-23-40	86-35-29	60	Okaloosa
Greensboro	30-23-40	84-45-37	60	Gadsden
Marianna	30-46-42	85-17-42	100	Jackson
Milton	30-36-03	87-04-21	300	Santa Rosa
Monticello	30-31-46	83-52-15	250	Jefferson
Tallahassee	30-26-12	84-16-30	60	Leon
White City	29-53-02	85-13-18	60	Gulf
West Palm Beach	26-39-00	80-10-23	80	Palm Beach
Belle Glade	26-43-23	80-40-00	60	Palm Beach
Fort Lauderdale	26-11-42	80-09-10	40	Broward
Loxahatchee	26-40-54	80-11-34	55	Palm Beach
Vero Beach	27-40-02	80-26-14	28	Indian River
West Palm Beach	26-41-28	80-05-55	120	Palm Beach
Stuart	27-09-37	80-18-04	30	Martin
Andytown	26-08-56	80-26-46	30	Broward
Deland	29-01-00	81-18-10	265	Volusia
Cocoa	28-26-41	80-46-23	150	Brevard
Dayton Beach	29-11-58	81-02-15	175	Volusia
Deland	29-03-10	81-15-40	60	Volusia
Brevard	28-17-14	80-44-31	60	Brevard
Leesburg	28-48-26	81-53-14	200	Lake
Ocala	29-11-30	82-10-27	320	Marion
Kissimmee	28-20-10	81-23-12	60	Osceola
Orlando	28-25-57	81-22-59	230	Orange
Oviedo	28-37-49	81-15-02	60	Seminole



Bunnel	29-28-25	81-14-59	40	Flagler
Big Pine	24-04-28	81-21-40	205	Monroe
Tea Table Fill	24-53-39	80-39-55	300	Monroe
South Dade	25-37-53	80-23-09	320	Dade
North Dade	25-57-52	80-10-07	60	Dade
Dade EOC	25-42-47	80-20-17	30	Dade
Clearwater	27-57-38	82-42-16	60	Pinealls
Dade City	28-21-11	82-12-55	60	Pasco
Pinellas	27-53-41	82-42-26	60	Pinealls
Plant City	28-01-48	82-08-05	60	Hillsborough
Tampa	27-58-08	82-21-53	170	Hillsborough
Tampa	28-03-00	82-24-54	180	Hillsborough
Skyway Bridge	27-42-15	82-40-50	18	Pinealls

**EXHIBIT B**

**Quarterly Marketing Report Example**

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