

LESSOR SITE NAME/SITE NUMBER: Highway 441 North / 97139  
LESSEE SITE NAME/SITE NUMBER: ATC Highway 441 h(AT) / 228804

## AMENDED AND RESTATED LEASE SUPPLEMENT

This Amended and Restated Lease Supplement ("Supplement"), made this 31<sup>st</sup> day of March, 2020 between **American Towers LLC, a Delaware limited liability company**, with its principal offices located at 10 Presidential Way, Woburn, MA 01801, hereinafter designated LESSOR, and **Alltel Corporation d/b/a Verizon Wireless**, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter designated LESSEE.

1. This Supplement is being made in accordance with, and pursuant to, that certain Master Lease Agreement between American Tower, L.P. and Cellco Partnership, dated June 11, 1999, as amended by an Amendment to Master Lease Agreement dated April 4, 2002, as amended by that certain Second Amendment to Master Lease Agreement dated July 13, 2004, as amended by that certain Third Amendment to Master Lease Agreement dated February 13, 2007, as amended by that certain Fourth Amendment to Master Lease Agreement dated May 2, 2008, as amended by that certain Fifth Amendment to Master Lease Agreement dated August 12, 2009, as amended by that certain Amendment to Agreements dated January 29, 2010, as amended by that certain Seventh Amendment to Master Lease Agreement dated September 3, 2013, as amended by that certain Amendment to Agreements dated November 7, 2013, as amended by that certain 2015 Amendment to Agreements and Site License Modification Agreement dated December 30, 2014, and as amended by that certain 2017 Amendment to Agreements and Site License Modification Agreement (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. American Towers LLC and Alltel Communications, Inc., and the Alltel Entities are parties to that certain Lease and Sublease dated April 2, 2001, as amended by that certain Amendment No. 1 to Lease and Sublease dated February 24, 2003, as amended by that certain Amendment No. 2 to Lease and Sublease dated May 2005 (no specific date entered in the document, as amended by that certain Amendment to Agreements made effective January 1, 2010, as amended by that certain Amendment No. 4 to Lease and Sublease dated September 3, 2013, as amended by that certain Amendment to Agreements made effective November 7, 2013, as amended by that certain Amendment to Agreements and Site License Modification Agreement dated December 30, 2014, as amended by that certain Amendment No. 7 to Lease and Sublease dated March 31, 2016, and as amended by that certain Amendment No. 8 to Lease and Sublease dated December 8, 2016 (collectively, the "Alltel Sublease").

3. Pursuant to Paragraph 1 of Amendment No. 4 to the Alltel Sublease, Section 31(c)(ii) of the Alltel Sublease was revised to provide that all existing agreements governed by the Alltel Sublease shall be restated as Supplements governed by the Agreement following the Purchase Option Closing Date for such agreement ("Closing Date"). Prior to the Closing Date, LESSEE's lease of the Property derived from the Alltel Sublease. The purpose of this Supplement is to restate LESSEE's use of the Property under the Agreement as contemplated in Amendment No. 4 to the Alltel Sublease.

4. Notwithstanding anything to the contrary in the Agreement, the annual rental shall continue to increase by an amount equal to the lesser of (i) the applicable CPI Change (but never less than zero), plus Four Percent (4%) or (ii) Five Percent (5%) on the first day of August following the commencement of this Supplement and on the first day of each August thereafter

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through August 31, 2020. "CPI Change" means an increase, if any, but not decrease (expressed as a positive but not negative percentage) in the most recently published CPI as of January 1 of the applicable lease year, from the CPI published for January 1 of the immediately preceding lease year. Effective August 1, 2021, the annual rental shall increase shall be modified to Three Percent (3%) which increase shall also occur each subsequent August 1st. For clarity, the annual rental shall not also increase in September of each of year as set forth in the Agreement.

5. Restated Agreement: Effective retroactive to the Closing date of December 21, 2016, LESSOR and LESSEE agree that this Supplement replaces the prior agreement between American Towers, Inc. and Alltel Communications, Inc. dated July 2, 2001 as amended, ("Restated Agreement"). It is the intent of Lessor and Lessee that the equipment previously permitted pursuant to the Restated Agreement now be governed by this Supplement, as it may be amended from time to time. This Supplement is not intended to constitute a settlement of any amounts owed by either party to the other party, or any other claims, relating to the Restated Agreement.

6. In the event an Exhibit 1 is attached hereto describing the Property, the LESSEE shall have the right to survey the Property and said survey shall then become Exhibit 2, which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 1. The cost for such work shall be borne by the LESSEE.

7. Additional Rent: The rent as set forth in the Restated Agreement shall be increased by \$337.02 per month (the "Rent Increase") to be paid on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date shall be the date that LESSOR issues a Notice to Proceed ("NTP") at the request of LESSEE for the installation of the additional equipment or April 1, 2020 whichever occurs first. LESSEE hereby agrees not to commence installation of the additional equipment prior to the issuance of the NTP. LESSOR shall use commercially reasonable efforts to respond to LESSEE's request for a NTP within 10 business days of such request. If LESSOR does not issue a NTP in response to such request, LESSOR shall provide LESSEE with the reason(s) for such non-issuance in reasonable written detail.

8. Lessee Equipment Information: The equipment of the LESSEE is specified on Exhibit 3 attached hereto.

9. Other Provisions: N/A.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

American Towers LLC, a Delaware limited liability company

DocuSigned by:

*Lisa Giuffrida*

38462275A357437...  
WITNESS

DocuSigned by:

*Walter P. Phipps*

38462275A357437...  
WITNESS

DocuSigned by:

*Margaret A Robinson*

FA490C47D3D8450...

By: \_\_\_\_\_

Name: Margaret A Robinson

Title: .Sr Counsel US Tower.

Date: March 31, 2020

LESSEE:

Alltel Corporation d/b/a Verizon Wireless

DocuSigned by:

*Charika Huyler*

3AE13A7A0C224F0...  
WITNESS

DocuSigned by:

*Nubia Platter*

F920A37324724FA...  
WITNESS

DocuSigned by:

*Kevin Powell*

621BFD9A4959445...

By: \_\_\_\_\_

Name: Kevin Powell

Title: Dir-Ntwk Field Eng

Date: February 13, 2020

LESSOR SITE NAME/SITE NUMBER: Highway 441 North / 97139  
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Exhibit 1  
Property Description

[INTENTIONALLY OMITTED]

LESSOR SITE NAME/SITE NUMBER: Highway 441 North / 97139  
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Exhibit 2  
Property Survey

[INTENTIONALLY OMITTED]

LESSOR SITE NAME/SITE NUMBER: Highway 441 North / 97139  
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**Exhibit 3**  
**Equipment List**

(See Attached)

Exhibit 3						
Customer Name: ALLTEL COMMUNICATIONS, LLC		ATC Asset Name: HIGHWAY 441 NORTH		ATC Asset #: 97139		
Customer Site Name: ATC HIGHWAY 441 h(AT)				Customer Site #: 228804		
GROUND SPACE REQUIREMENTS						
<b>Total Lease Area</b>	Sq. Ft: 233.00'	<b>Primary Contiguous Lease Area</b>		L:8.00'	W:16.00'	Sq. Ft: 128.00
	Customer Building			8.00'	16.00'	128.00
	<b>Outside Primary Lease Area</b>			N/A	N/A	Sq. Ft: 105.00
	Concrete Pad			5.00'	5.00'	25.00
	Generator AREA			4.00'	10.00'	40.00
	Setback AREA			N/A	N/A	Refer to Site Sketch
	Fuel Tank AREA			4.00'	10.00'	40.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 500.0		Fuel Type: Propane	Fuel Tank Setback(radius): 10.0	
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A			ERP(watts): N/A	
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	PANEL	PANEL	TTA	DIPLEXER/DUAL COUPLER	DISH-HP	DISH-HP
Manufacturer	Commscope	Amphenol Antel	ADC	Andrew	Andrew Microwaves	Andrew Microwaves
Model #	NHH-65C-R2B	RWA-80016	DD800	CBC78-DF-8-DCB	UHX6-59W	UHX6-59W
Dimensions HxWxD	96" x 11.9" x 7.1"	96.5" x 11.2" x 5.9"	13" x 9.8" x 3.3"	7.9" x 5.9" x 2.6"	6.38' x 6.38' x 5.07'	6.38' x 6.38' x 5.07'
Weight(lbs.)	51.6	31.0	13.9	6.6	359.0	359.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	298.0'	298.0'	298.0'	298.0'	175.0'	150.0'
Antenna Tip Height	302.0'	302.0'	298.5'	298.3'	178.2'	153.2'
Antenna Base Height	294.0'	294.0'	297.5'	297.7'	171.8'	146.8'
Mount Type	Sector Frame	Sector Frame	Sector Frame	Sector Frame	N/A	N/A
Quantity	6	6	6	6	1	1
Azimuths/Dir. of Radiation	0/120/240	0/120/240	0/120/240	0/120/240	249.2	249.2
Quant. Per Azimuth/Sector	2/2/2	2/2/2	2/2/2	2/2/2	N/A	N/A
TX/RX Frequency Units	MHz	MHz	N/A	N/A	GHz	GHz
TX Frequency	746-757	880 - 890; 891.5 - 894	N/A	N/A	5.925 -6.425	5.925 -6.425
RX Frequency	776-787	835 - 845; 846.5 - 849	N/A	N/A	5.925 -6.425	5.925 -6.425
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	13.9 / 14 / 15.2 / 15.6 / 16.2 / 16.1	16	12.9	N/A	35.4/ 36.7/ 37.4	35.4/ 36.7/ 37.4
Total # of Lines	6	6	0	0	1	1
Line Quant. Per Azimuth/Sector	2/2/2	2/2/2	N/A	N/A	N/A	N/A
Line Type	Coax	Coax	N/A	N/A	Elliptical	Elliptical
Line Diameter Size	1 5/8" Coax	1 5/8" Coax	N/A	N/A	EW52	EW52
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	GPS	N/A	N/A	N/A	N/A
Manufacturer	Commscope	PCTEL	N/A	N/A	N/A	N/A
Model #	VHLPX4-11W	GPS-TMG-40N	N/A	N/A	N/A	N/A
Dimensions HxWxD	4.11' x 4.11' x 2.28'	5" x 3.2" x 3.2"	N/A	N/A	N/A	N/A
Weight(lbs.)	88.0	0.6	N/A	N/A	N/A	N/A
Location	Tower	Ground	N/A	N/A	N/A	N/A
RAD Center AGL	140.0'	N/A	N/A	N/A	N/A	N/A
Antenna Tip Height	142.1'	N/A	N/A	N/A	N/A	N/A
Antenna Base Height	137.9'	N/A	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	N/A	N/A	N/A	N/A	N/A
Quantity	1	2	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	164.85	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	MHz	N/A	N/A	N/A	N/A
TX Frequency	10.125-11.7	N/A	N/A	N/A	N/A	N/A
RX Frequency	10.125-11.7	1565.42 - 1585.42	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	38.1/ 38.6/ 38.9	1.4	N/A	N/A	N/A	N/A
Total # of Lines	2	0	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	2	N/A	N/A	N/A	N/A	N/A
Line Type	Elliptical	N/A	N/A	N/A	N/A	N/A
Line Diameter Size	EW90	N/A	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

12980948



## Certificate Of Completion

Envelope Id: 1328A5BC1CBF4A56A782E93620FB5C15	Status: Completed
Subject: ALLTEL COMMUNICATIONS, LLC@HIGHWAY 441 NORTH97139 / C# 228804 / ATC HIGHWAY 441 hAT (12980948)	
Project Number: 12980948	
Source Envelope:	
Document Pages: 8	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	ATC Executables
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	116 Huntington Ave # 1100
	Boston, MA 02116-5749
	atc.executables@americantower.com
	IP Address: 204.148.141.14

## Record Tracking

Status: Original	Holder: ATC Executables	Location: DocuSign
2/6/2020 8:57:58 AM	atc.executables@americantower.com	

## Signer Events

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
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ID: df8811b5-5b54-4a4f-b3d0-be442db90f2a

Kevin Powell kevin.powell@verizonwireless.com Dir-Ntwk Field Eng Security Level: Email, Account Authentication (None)	 621BFD9A4959445... Signature Adoption: Pre-selected Style Using IP Address: 174.225.135.238 Signed using mobile
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Charika Huyler VZWSARE1stWitness@VerizonWireless.com Security Level: Email, Account Authentication (None)	 3AE13A1A0C224F0... Signature Adoption: Pre-selected Style Using IP Address: 137.188.108.201
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ID: 1e194dbb-5302-40fc-b4b9-9726e2c01c64

Nubia Flattery VZWSARE2ndWitness@VerizonWireless.com Security Level: Email, Account Authentication (None)	 F920A37524724FA... Signature Adoption: Pre-selected Style Using IP Address: 137.188.108.203
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Signed: 2/13/2020 9:15:15 AM

**Electronic Record and Signature Disclosure:**  
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ID: 23bc762f-dd3a-4704-9947-0042a6be9abc

Signer Events	Signature	Timestamp
<p>ATC Execution Review</p> <p>legal.administration@americantower.com</p> <p>Legal Coordinator</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/31/2020 10:56:47 AM ID: 2da1351a-611b-42f7-b0b3-30ede42b1666</p>	<p><b>Completed</b></p> <p>Using IP Address: 165.225.39.61</p>	<p>Sent: 2/13/2020 9:15:16 AM</p> <p>Resent: 3/31/2020 8:32:29 AM</p> <p>Viewed: 3/31/2020 10:56:47 AM</p> <p>Signed: 3/31/2020 10:58:50 AM</p>
<p>Margaret A Robinson</p> <p>margaret.robinson@americantower.com</p> <p>.Sr Counsel US Tower.</p> <p>American Tower</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/4/2018 7:28:41 AM ID: d21bbc34-428d-4f71-840d-1b92737a0292</p>	<p>DocuSigned by: <i>Margaret A Robinson</i> FA490C47D3D8450...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 165.225.39.75</p>	<p>Sent: 3/31/2020 10:58:52 AM</p> <p>Viewed: 3/31/2020 11:07:51 AM</p> <p>Signed: 3/31/2020 11:07:56 AM</p>
<p>Lisa Giuffrida</p> <p>legal.administration@americantower.com</p> <p>Legal Coordinator</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/31/2020 11:56:56 AM ID: 2e27de49-054f-43d4-a07c-476ac89147d2</p>	<p>DocuSigned by: <i>Lisa Giuffrida</i> 38462275A357437...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 165.225.38.248</p>	<p>Sent: 3/31/2020 11:07:58 AM</p> <p>Viewed: 3/31/2020 11:56:56 AM</p> <p>Signed: 3/31/2020 11:57:25 AM</p>
<p>Kim Phillips</p> <p>legal.administration@americantower.com</p> <p>Legal Coordinator</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/31/2020 12:09:07 PM ID: f731c345-775d-4721-be54-fddf10a51d4c</p>	<p>DocuSigned by: <i>Kim Phillips</i> 38462275A357437...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 165.225.39.71</p>	<p>Sent: 3/31/2020 11:57:27 AM</p> <p>Viewed: 3/31/2020 12:09:07 PM</p> <p>Signed: 3/31/2020 12:09:20 PM</p>
<p>Legal Integration</p> <p>legal.administration@americantower.com</p> <p>Legal Coordinator</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/31/2020 12:30:33 PM ID: eaa77d73-4d9b-4a7f-8969-6117b939bbc8</p>	<p><b>Completed</b></p> <p>Using IP Address: 165.225.38.248</p>	<p>Sent: 3/31/2020 12:09:22 PM</p> <p>Viewed: 3/31/2020 12:30:33 PM</p> <p>Signed: 3/31/2020 12:30:55 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
<p>Venetia Caito</p> <p>Venetia.Caito@VerizonWireless.com</p> <p>Security Level: Email, Account Authentication (None)</p>	<p><b>VIEWED</b></p> <p>Using IP Address: 69.78.66.89</p>	<p>Sent: 2/6/2020 9:00:37 AM</p> <p>Viewed: 2/6/2020 10:28:33 AM</p> <p>Completed: 2/6/2020 10:28:58 AM</p>

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Verizon Document Review VZWSAREDocumentReview@VerizonWireless.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/13/2020 8:32:07 AM ID: fec6a3e9-adfb-4626-a19a-e54f79397867	COPIED	Sent: 2/13/2020 8:34:34 AM Viewed: 2/13/2020 8:36:41 AM
Fully Executed Electronic Docs VZWSAREFEElectronicDocuments@VerizonWireless.com Verizon Wireless, Inc. Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/31/2020 12:30:56 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2020 12:30:56 PM
Certified Delivered	Security Checked	3/31/2020 12:30:56 PM
Signing Complete	Security Checked	3/31/2020 12:30:56 PM
Completed	Security Checked	3/31/2020 12:30:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, American Towers LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact American Towers LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Legal.administration@americantower.com

**To advise American Towers LLC of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

Legal.administration@americantower.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from American Towers LLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to

Legal.administration@americantower.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with American Towers LLC**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Legal.administration@americantower.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..

The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time

providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify American Towers LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by American Towers LLC during the course of my relationship with you.

all

## FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

This First Amendment To Tower Site Lease Agreement ("**Amendment**") is entered into on the 30 day of December, 2007 by and between John Michael Carter, Jr. and Colvin S. Carter ("**Lessor**") and ALLTEL Communications, Inc., a Delaware corporation ("**Lessee**").

### RECITALS

- A. Lessor and ALLTEL Mobile Communications of Florida, Inc., a Florida corporation, predecessor in interest to Lessee, entered into that certain Tower Site Lease Agreement dated April 21, 1995, (the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor located in Columbia County, Florida (the "**Property**"); and
- B. Lessee entered into that certain Lease and Sublease Agreement with American Towers, Inc. and other parties identified therein (the "**Sublease**"), dated April 2, 2001 whereby Lessee has subleased the Property to American Towers, Inc.; and
- C. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

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

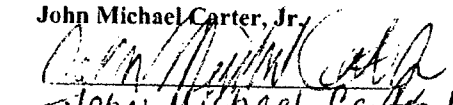
1. **Lease Term Extended:** Lessee shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**Renewal Term**"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Lease. Notwithstanding anything to the contrary contained in the Lease, the Lease will automatically renew for any remaining renewal periods under the Lease existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Lease.
2. **Rent Term and Escalation:** Lessee hereby exercises its option to renew the next Renewal Term under the Lease, commencing on April 21, 2010 and ending on April 20, 2015, and Lessee agrees to pay a lump sum payment to Lessor in the amount of [REDACTED], amounting to the total rent due for the Lease term between April 21, 2010 and April 20, 2015. Said lump sum payment shall be due after January 1, 2008 and before February 28, 2007. Commencing on April 21, 2015 (the "**Rent Increase Date**"), the rent payable under the Lease is hereby increased to [REDACTED] per year. Upon the commencement of the next Renewal Term and upon the commencement of each successive Renewal Term thereafter, the annual Rent payable under the Lease shall be increased by [REDACTED]. Lessor and Lessee agree that all rent and payments in accordance with this Amendment shall continue to be paid to, and all taxable income from the same shall be reported by, John Michael Carter, Jr. *JMC*
3. **One-time Payment:** Lessee shall pay to Lessor a one-time payment in the amount of [REDACTED] payable within thirty (30) days of Lessee's receipt of this fully executed Amendment. Such one-time payment is contingent on Lessee receiving the executed Amendment by December 26, 2007.
4. **Assignment and Subletting:** Lessor may only assign Lessor's interest in the Lease to a purchaser of Lessor's entire interest in the Parent Parcel. Lessee may assign Lessee's interest in the Lease to any party agreeing to be bound and subject to the terms of the Lease. Upon assignment, the assigning

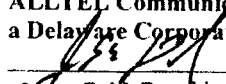
Site Name: Highway 441 North, FL  
Site Number: 97139

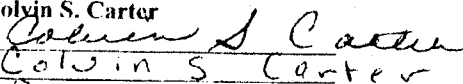
party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Lease.

5. **Governmental Approval:** Lessor shall fully cooperate with Lessee and Lessee's Customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Property, including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor's failure to comply with this provision would create a material breach of the Lease.
6. **Memorandum of Lease:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Property is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Property to another party until Lessee records a Memorandum of Lease with the jurisdiction. This provision shall not apply to any sale or transfer of the Property from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
7. **Full Force and Effect; Entirety; Amendment; Counterparts:** Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR: John Michael Carter, Jr.  
By   
Print Name John Michael Carter, Jr.  
Title Owner  
Date 12-23-07

LESSEE: ALLTEL Communications, Inc.  
a Delaware Corporation  
By   
Print Name James E. McDonald  
Title V.P. Network Services  
Date 12/20/07

LESSOR: Colvin S. Carter  
By   
Print Name Colvin S. Carter  
Title Owner  
Date 12-23-07

Site Name: Highway 441 North, FL  
Site Number: 97139



097139-~~OLL~~ 042195

TOWER SITE  
LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is entered into this 21<sup>st</sup> day of April, 1995 by and between John Michael Carter, Jr. and Colvin Carter, his wife, ("Lessor") and ALLTEL Mobile Communications of Florida, Inc., a Florida corporation, ("Lessee").

WHEREAS, Lessor owns certain real property as is hereinafter described which is suitable for the construction and operation of a radio communications tower and related facilities;

WHEREAS, Lessee desires to lease from Lessor said property upon which ~~Lessee intends to construct~~ and operate a radio communications tower and related facilities; and

WHEREAS, Lessor desires to lease unto Lessee said property.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Property. Subject to the following terms and conditions, Lessor leases to Lessee the property which is described in Exhibit "A" attached hereto ("Property").

2. Use. The Property may be used by Lessee for the transmission and receipt of radio communication signals in any and all frequencies; the construction and maintenance of related facilities, towers, antennae, or buildings; and related activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee covenants that Lessee's employees shall not hunt on the Property and that Lessee shall not knowingly allow any of Lessee's agents, representatives or independent contractors to hunt on the Property.

3. Initial Term. The term of this Lease shall be five (5) years, commencing on the 21<sup>st</sup> day of April, 1995 ("Commencement Date") and terminating at midnight on the 20<sup>th</sup> day of April, 2000 ("Initial Term").

4. Renewal Terms. Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to

renew the Lease at least 30 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. Consideration.

(a) Upon the Commencement Date, Lessee shall pay Lessor the sum of [REDACTED] per annum as rental ("Rent"). Lessor acknowledges that Lessee is entitled to apply as a credit to the Rent due Lessor the sum of [REDACTED] which was given by Lessee for an option to lease the Property. Rent shall be payable on the Commencement Date and each anniversary of the Commencement Date in advance to Lessor at Lessor's address as specified in Paragraph 21 below;

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Lessee; and

(c) In the event Lessee exercises its election to renew this Lease as provided for in paragraph 4 of this Lease, rent shall be paid by Lessee to Lessor during the Renewal Terms according to the following schedule:

First Renewal Term:	\$ [REDACTED]	per annum
Second Renewal Term:	\$ [REDACTED]	per annum
Third Renewal Term:	\$ [REDACTED]	per annum

6. Lessor's Representations and Warranties. Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of radio communication signals; for the construction and maintenance of related facilities, towers, antennae or buildings; and for related activities are not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or other requirements or regulations which would prohibit Lessee's intended use of the Property. Nor are there any easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's intended use of the Property.

7. Conditions Precedent. Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Lessee securing appropriate approvals for Lessee's intended use of the Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Property. Lessee's inability to successfully satisfy these

conditions or the occurrence of any other event which effectively prohibits Lessee's intended use of the Property shall relieve Lessee from any obligation to perform under this Lease;

(b) Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which adversely affect Lessee's use of the Property or Lessee's ability to obtain leasehold financing, Lessee shall have no obligation to perform under this Lease;

(c) Lessee shall have the right to have the Property surveyed and to have soil borings and analysis tests run. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Lessee, may adversely affect Lessee's use of the Property, Lessee shall have no obligation to perform under this Lease; and

(d) Lessee shall have the right to have an environmental audit of the Property performed by an environmental consulting firm of Lessee's choice. If the environmental audit reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, Lessee shall have no obligation to perform under this Lease. If after Lessee takes possession of the Property Hazardous Materials are discovered to exist on, under or beneath the Property, Lessee may terminate this Lease and Lessee shall owe no further duties, obligations or liability to Lessor.

If any of the above conditions are not satisfied, Lessee shall be entitled to restitution of any Rent or other consideration which has been paid to Lessor.

8. Conditions Subsequent. In the event that Lessee's intended use of the Property is actually or constructively prohibited or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid to Lessor prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph. This Lease shall also terminate at the option of Lessee in the event that Lessee is unable to obtain a Non-Disturbance and Attornment Agreement by and between Lessee and any mortgagees or lienholders on the Property or the Easement which agreement shall contain such terms, covenants or conditions as may be deemed necessary by Lessee or Lessee's attorney.

9. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use

any portion of the Property in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

10. Improvements; Utilities; Access.

(a) Lessee shall have the right, at its expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, antennae towers and a structural tower base, radio transmitting and receiving antennae, and an electronic equipment shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of the Lessee, and Lessee shall have the right but not the obligation to remove all or part of the Antenna Facilities following any termination of this Lease. Lessor shall construct an eight foot (8') tall fence extending from an existing eight foot (8') fence near Camp Road along the eastern boundary of the Property to the southern boundary of the Property. Lessee shall share equally in the expense of construction of this fence not to exceed [REDACTED]. Lessee shall use reasonable efforts to minimize the destruction, damage or removal of timber during the construction and operation of the Antenna Facilities.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Antenna Facilities. Lessor shall, upon Lessee's request, execute a separate written easement in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall enjoy ingress, egress, and access from an open and improved public road to the Property which is adequate to service the Property and the Antenna Facilities at all times during this Lease at no additional charge to Lessee. If no such road exists or ceases to exist, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Antenna Facilities. To the degree such access is across other property

owned by Lessor, Lessor shall execute an easement evidencing this right and agrees to maintain said access in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor.

11. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);

(b) Upon 30 days' written notice by Lessee if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and operation of the Antenna Facilities or Lessee's business; or

(c) By Lessee for any reason or no reason at all upon six (6) months advance written notice from Lessee to Lessor.

12. Subleases. Lessee at its sole discretion shall have the right to sublease the Property or any portion thereof to others whose primary business is the provision of transmission and communication services. Lessee's sublessee(s) shall be entitled to rights of ingress and egress to the Property and the right to install utilities on the Property as if said sublessee were the Lessee under this Lease.

13. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee.

14. Insurance. Lessee shall, at Lessee's expense, purchase and maintain in full force and effect throughout the term including any renewals or extensions thereof, such public liability and property damage policies as Lessee may deem necessary. Said policy or policies will provide a combined single limit of [REDACTED] and will name Lessor as additional insured.

15. Destruction of Premises. If the Property or the Antenna Facilities are destroyed or damaged so as to hinder the effective use of the Antenna Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the

damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

16. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

17. Hold Harmless. Lessee agrees to hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Lessee's Antenna Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

18. Environmental Compliance. Lessor warrants and represents that the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials"). Lessee may have an environmental audit of the Property performed and if the audit reveals that the Property is not free of Hazardous Materials, Lessee shall not be obligated to take possession of the Property under this Lease. This Lease shall be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

19. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or

arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future.

(b) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this agreement, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the property to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

20. Right of First Refusal. During the Initial Term and any Renewal Terms of this Lease, Lessor shall, prior to selling the Property or any portion thereof, notify Lessee in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Lessee shall have the right of first refusal to purchase the Property, or that portion of the Property to be sold, on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed) by giving Lessor notice of its intention to purchase the same within 30 days of receipt of Lessor's notice. If Lessee gives no such notice of its intention to purchase the Property, Lessor may sell the Property, or the portion to be sold, to the third party on the stated terms and price as long as such sale closes within six (6) months of the date of the third party's offer and said sale is made subject to the terms of this Lease.

21. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

John Michael Carter, Jr.  
Route 6, Box 353  
Lake City, Florida 32055

If to Lessee, to:

ALLTEL Mobile Communications of Florida, Inc.  
Post Office Box 2177  
Little Rock, Arkansas 72203  
Attn: Real Estate Department

22. Title and Quiet Enjoyment. Lessor warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease.

23. Assignment. Any Sublease or Assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than 10 days after the receipt of the default notice.

24. Successors and Assigns. This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

25. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Antenna Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

26. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as



the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

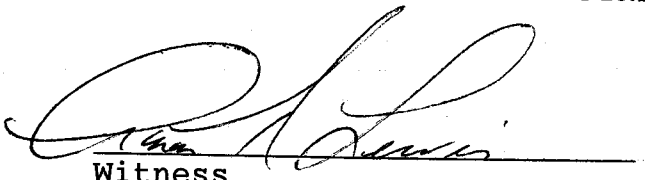
(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

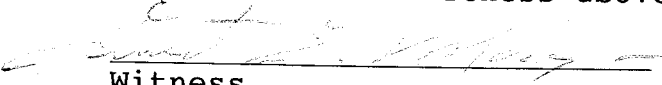
(f) This Lease shall be construed in accordance with the laws of the State of Florida.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

DATED AS OF THE DATE FIRST SET FORTH ABOVE.

  
Witness

Ann T. Lewis  
Printed Name of witness above

  
Witness

Ernest E. Morgan  
Printed name of witness above

LESSOR:

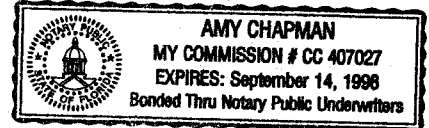
  
JOHN MICHAEL CARTER, JR.

Colvin Carter  
COLVIN CARTER

The foregoing Tower Site Lease Agreement was acknowledged before me this 20<sup>th</sup> day of April, 1995, by John Michael Carter, Jr. and Calvin Carter. They are personally known to me; or have produced:

(If not personally known, check applicable box)  
( ) Driver's License issued within five (5) years from date; or  
( ) Other: \_\_\_\_\_ as identification.

Amy Chapman  
Notary Public, Type name: Amy Chapman  
Name, Commission Number, and Expiration Date  
together with Seal below:



LESSEE:

ALLTEL MOBILE COMMUNICATIONS  
OF FLORIDA, INC., a Florida  
corporation

By: Clyde Smith  
Title: Vice President

Signed, sealed and  
delivered in our presence  
as witnesses:

Sherry Fitzgerald  
Witness

Sherry Fitzgerald  
Printed name of witness above

Alissa Coffield  
Witness

ALISSA COFFIELD  
Printed name of witness above

The foregoing Tower Site Lease Agreement was acknowledged  
before me this 21<sup>st</sup> day of April, 1995,  
by Clyde Smith, as Vice President of ALLTEL Mobile  
Communications of Florida, Inc., a Florida corporation, on  
behalf of the corporation. He is personally known to me; or  
has produced:

(If not personally known, check applicable box)  
( ) Driver's License issued within five (5) years from date; or  
( ) Other: \_\_\_\_\_ as identification.

Wanda J. Miller  
Notary Public, Type name: Wanda J. Miller  
Name, Commission Number, and Expiration Date  
together with Seal below:

524-2003

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Commence at the S.E. corner of the N.E. 1/4 of Section 12, Township 1 North, Range 16 East, Columbia County, Florida; thence S. 88°26'27" W. along the south boundary of said N.E. 1/4 a distance of 1517.79 feet to the point of beginning; thence continue S. 88°26'27" W. along said south boundary 550.00 feet to the easterly right of way line of U.S. Highway No. 441 (100 feet wide); thence N. 17°13'31" W. along said easterly right of way line 550.00 feet; thence N. 88°26'27" E., parallel with the aforesaid south boundary of N.E. 1/4 a distance of 550.00 feet; thence S. 17°13'31" E. parallel with the aforesaid easterly right of way line of U.S. Highway No. 441 a distance of 550.00 feet to the point of beginning, containing 6.69 acres, more or less.