

STATE OF FLORIDA                    )  
COUNTY OF COLUMBIA            )

**THIRD AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT**

**THIS THIRD AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT** (the "**Amendment**") is made and entered into effective as of the 14 day of January, 2016, by and between by and between **AUDREY S. BULLARD** (having a mailing address of P.O. Box 1733, Lake City, Florida 32056) ("**Landlord**"), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion dated April 7, 2004 (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**Tenant**"), and **CHRIS A. BULLARD A/K/A CHRIS ALAN BULLARD**, a married man dealing in his sole and separate property (having a mailing address of P.O. Box 1432, Lake City, Florida 32056, and **JBC DEVELOPMENT CO.**, a Florida corporation (collectively, the "**Easement Parties**").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a Land Lease and Easement Agreement last dated November 4, 1997 (the "**Original Lease Agreement**"), a short form of which was filed for record in Book 848, Page 2315 in the Register's Office of Columbia County, Florida (the "**MOL**"), covering certain real property (the "**Premises**"), together with an access easement for ingress, egress and utilities thereto and certain guy easements (collectively, the "**Easement Premises**"), all as described in **Exhibit "A"** attached hereto;

**WHEREAS**, the Original Lease Agreement was amended by that certain Lease Amendment dated June 29, 1998, by and among the Landlord, Tenant, and Chris A. Bullard a/k/a Chris Alan Bullard and Kimberly C. Bullard, husband and wife, Bonnilynn Bullard Mott, Joe Dewy Bullard, Elizabeth Alan Bullard, and Bullard Development Co. (collectively, the "**Original Easement Parties**"), a short form of which was filed on September 2, 2003, as Instrument Number 2003018747, Official Records Book 993, Page 1043, in the Register's Office of Columbia County, Florida (the "**First Amendment**");

**WHEREAS**, the Original Lease Agreement was further amended by that certain Second Amendment to Land Lease and Easement Agreement dated August 31, 2010, by and among Landlord, Tenant, and the Easement Parties (the successors in interest to the Original Easement Parties), a memorandum of which amendment was filed on February 14, 2011, as Instrument Number 201112002325 in the Register's Office of Columbia County, Florida (the "**Second Amendment**" and, together with the Original Lease Agreement and First Amendment, the "**Lease Agreement**");

**WHEREAS**, the Easement Parties have agreed to join in the execution of this Amendment to subject their interest in the Premises and the Easement Premises, if any, to the Lease Agreement, as amended; and

**WHEREAS**, the Lease Agreement has an original term (including all extension terms)

that will terminate on November 3, 2022 (the "**Original Term**") and the parties desire to amend the Lease Agreement to extend the Original Term and as otherwise set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Lease Agreement is hereby amended as follows:

(a) **Additional Terms and Renewals**. The first sentence of Paragraph 2 of the Original Lease Agreement, as amended, is hereby deleted in its entirety and the following is substituted in lieu thereof:

This Lease Agreement shall automatically renew for three (3) renewal terms of five (5) years each (each a "**Renewal Term**") and collectively, "**Renewal Terms**"), to begin upon the expiration of the Primary Term, unless Tenant delivers to Landlord written notice of Tenant's election to terminate no later than sixty (60) days prior to the expiration of the Primary Term or any Renewal Term, in which case there shall be no additional Renewal Terms.

If all such options to extend are exercised, then the final expiration of the Lease Agreement shall occur on November 3, 2027.

(d) **Notice**. Tenant's notice address is hereby amended to be:

Tenant: Pinnacle Towers LLC  
E. Blake Hawk, General Counsel  
Attention: Legal Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

(e) **Execution of Governmental Documentation**. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including, without limitation, any documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communication facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be a named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

2. **SIGNING BONUS**. As additional consideration for the execution of this Amendment, Tenant shall pay to Landlord the sum of [REDACTED] within sixty (60) days following the final execution of this Amendment by Tenant.

### 3. MISCELLANEOUS.

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Lease Agreement as of the date hereof and acknowledge that there are no defaults under the Lease Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Lease Agreement, the MOL or that certain Letter Agreement between Landlord and Tenant dated November 16, 2015, and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a Change of Ownership Form as provided by Tenant and completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Landlord represents and warrants that:

(i) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Lease Agreement as amended hereby.

(ii) Except as expressly identified in this Amendment, Landlord owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, Lease Agreement, license, easement or other instrument other than any rights of Tenant arising under the Lease Agreement as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(v) Tenant is not currently in default under the Lease Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease Agreement.

(vi) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**(Signatures appear on the following pages.)**

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Land Lease and Easement Agreement effective as of the day and year first written above.

WITNESSES:

LANDLORD:

Holly C. Hanover  
Print Name: Holly C. Hanover

Audrey S. Bullard  
AUDREY S. BULLARD

Connie B. Roberts  
Print Name: Connie B. Roberts

STATE OF Florida,  
Columbia COUNTY )

The foregoing Third Amendment to Land Lease and Easement Agreement was acknowledged before me this 4 day of January, 2016, by AUDREY S. BULLARD. She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 4 day of January, 2016.

Holly C. Hanover  
Notary Public  
Holly C. Hanover  
Printed Name



My Commission Expires: 5-18-18  
My Commission Number: FF084960

**WITNESSES:**

Holly C Hanover  
Print Name: Holly C Hanover

Connie B. Roberts  
Print Name: Connie B. Roberts

STATE OF Florida ,  
Columbia COUNTY )

The foregoing Third Amendment to Land Lease and Easement Agreement was acknowledged before me this 4 day of January, 2016, by **CHRIS A. BULLARD (A/K/A CHRIS ALAN BULLARD)**. He is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 4 day of January, 2016.

Holly C Hanover  
Notary Public  
Holly C Hanover  
Printed Name



My Commission Expires: 5-18-18  
My Commission Number: FF084960

**EASEMENT PARTIES:**

✓ Chris A. Bullard  
**CHRIS A. BULLARD (A/K/A CHRIS ALAN BULLARD)**

**WITNESSES:**

Holly Chanover  
Print Name: Holly Chanover

Connie B. Roberts  
Print Name: Connie B. Roberts

**EASEMENT PARTIES:**

**JBC DEVELOPMENT CO.,**  
a Florida corporation

By: ✓ [Signature] (SEAL)  
Name: CHRIS A. Bullard  
Its: President

STATE OF Florida ,  
Columbia COUNTY )

The foregoing Third Amendment to Land Lease and Easement Agreement was acknowledged before me this 4 day of January, 2016, by CHRIS A. Bullard of **JBC DEVELOPMENT CO.,** a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 4 day of January, 2016.

Holly Chanover  
Notary Public  
Holly Chanover  
Printed Name



My Commission Expires: 5-18-18  
My Commission Number: FF084960

**WITNESSES:**

Amanda Key  
Print Name: Amanda Key  
Terri Levitt  
Print Name: Terri Levitt

**TENANT:**

**PINNACLE TOWERS LLC,**  
a Delaware limited liability company

By: Matthew Norwood (SEAL)  
Name: Matthew Norwood  
Its: Real Estate Transaction Manager

STATE OF TEXAS )  
HARRIS )  
COUNTY )

The foregoing Third Amendment to Land Lease and Easement Agreement was acknowledged before me this 14 day of January, 2016, by Matthew Norwood of **PINNACLE TOWERS LLC**, a Delaware limited liability company, on behalf of the limited liability company. He/~~She~~ is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 14 day of January, 2016.

Carolyn T. Moores  
Notary Public

Carolyn T. Moores  
Printed Name



My Commission Expires: 8-26-17  
My Commission Number: N/A

## EXHIBIT "A"

### LEASE TRACT

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet to the Point of Beginning; thence South 89°23'06" East, for 100.00 feet to an intersection with a line parallel with and offset 100 feet easterly of said Westerly line; thence South 00°36'54" West, along said parallel line for 100.00 feet; thence North 89°23'06" West, for 100.00 feet to an intersection with said Westerly line; thence North 00°36'54" East along said Westerly line for 100.00 feet to said Point of Beginning.

Containing 0.23 acres, more or less.

### GUY EASEMENT "A"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet; thence South 89°23'06" East, for 14.29 feet to the Point of Beginning; thence North 04°45'16" East for 156.99 feet; thence South 85°14'44" East for 20.00 feet; thence South 04°45'16" West for 155.55 feet; thence North 89°23'06" West for 20.05 feet to said Point of Beginning.

Containing 0.07 acres, more or less.

### GUY EASEMENT "B"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 253.26 feet to the Point of Beginning; thence continue South 00°36'54" West along said Westerly line for 16.47 feet; thence South 89°23'06" East, for 11.89 feet; thence South 64°52'17" West, for 232.61 feet; thence North 25°07'43" West, for 20.00 feet; thence North 64°52'17" East, for 229.05 feet to an intersection with said Westerly line and to said Point of Beginning.

Containing 0.11 acres, more or less.

### GUY EASEMENT "C"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 269.73 feet; thence South 89°23'06" East for 21.07 feet to the Point of Beginning; thence continue South 89°23'06" East for 35.66 feet; thence South 55°17'00" East for 203.74 feet; thence South 34°44'00" West for 20.00 feet; thence North 55°16'00" West for 233.26 to said Point of Beginning.

Containing 0.10 acres, more or less.

### ACCESS EASEMENT

TOGETHER WITH an easement for ingress, egress and public utilities under, over and across that part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 269.73 feet to the Point of Beginning; thence South 89°23'06" East, for 21.07 feet to an intersection with a line parallel with and offset 21.07 feet easterly of said Westerly line; thence South 00°36'54" West along said parallel line for 166.33 feet to an intersection with the Southerly line of said Tax Parcel No. 18-4S-17-08461-000; thence North 89°14'06" East, along said Southerly line for 794.16 feet to an intersection with the West right-of-way line of State Road No. 47 (100 foot wide right of way); thence South 00°44'57" West, along said West right-of-way line for 30.14 feet to an intersection with a line parallel with and offset 30.00 feet South of said Southerly line; thence South 89°14'06" West, along said parallel line for 813.07 feet to an intersection with the Southerly extension of said Westerly line; thence North 00°36'54" East, along said Southerly extension and along said Westerly line for 196.84 feet to said Point of Beginning.

Containing 0.64 acres, more or less.

## SECOND AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT

**THIS SECOND AMENDMENT TO LAND LEASE AND EASEMENT AGREEMENT** (this "Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), by and among **AUDREY S. BULLARD**, an unmarried woman ("Landlord"), having a mailing address of P.O. Box 1733, Lake City, Florida 32056, **PINNACLE TOWERS LLC**, a Delaware limited liability company (formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion on April 7, 2004) ("Tenant"), with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, and **CHRIS A. BULLARD A/K/A CHRIS ALAN BULLARD**, a married man dealing in his sole and separate property, having a mailing address of P.O. Box 1432, Lake City, Florida 32056 and **JBC DEVELOPMENT CO.**, a Florida corporation (collectively, the "Easement Parties").

### WITNESSETH:

**WHEREAS**, Landlord and Pinnacle Towers Inc. ("Pinnacle") entered into that certain Land Lease and Easement Agreement ("Original Lease") last executed on November 4, 1997, as amended by that certain Lease Amendment dated June 29, 1998 by and among Landlord, Pinnacle, and Chris A. Bullard a/k/a Chris Alan Bullard and Kimberly C. Bullard, husband and wife, Bonnilynn Bullard Mott, Joe Dewy Bullard, Elizabeth Alan Bullard, and Bullard Development Co. ("First Amendment") (the Original Lease and the First Amendment shall be collectively referred to herein as the "Lease") which provides for the lease of certain property (the "Premises") and the grant of guy wire and access easements over certain property (the "Easement Premises") as more particularly described in the Lease; and

**WHEREAS**, the Lease is evidenced by that certain Short Form Lease Amendment recorded on September 2, 2003 under Instrument No. 2003018747, Official Records Book 993, Page 1043 of the Official Public Records of Columbia County, Florida; and

**WHEREAS**, the Easement Parties are the successor in interest to the easement parties identified in the Amendment and have agreed to join in the execution of this Amendment to subject their interest in the Premises and the Easement Premises, if any, to the Lease, as amended; and

**WHEREAS**, the Lease has a Primary Term and a Renewal Term that will end on November 3, 2017 ("Existing Term") and Landlord, Easement Parties, and Tenant desire to enter into this Amendment in order to amend the Lease to provide for among other things, an additional Renewal Term for a period of five (5) years beyond the Existing Term, upon the terms and conditions more fully set forth herein.

**NOW THEREFORE**, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status of Parties.** Each party acknowledges that, to the best of its knowledge the other party has complied in all material respects with the obligations under the Lease

occurring on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

3. **Primary Term Commencement Date.** The parties hereby ratify and affirm that the commencement date for the Primary Term of the Lease was November 4, 1997.

4. **Renewal Terms.** Paragraph 2 of the Lease is hereby amended by deleting the current text and inserting in lieu thereof the following:

“This Lease shall automatically renew for two (2) renewal terms of five (5) years each (each a “Renewal Term” and collectively, “Renewal Terms”), to begin upon the expiration of the Primary Term, unless Tenant delivers to Landlord written notice of Tenant’s election to terminate no later than sixty (60) days prior to the expiration of the Primary Term or any Renewal Term, in which case there shall be no additional Renewal Terms. All of the other terms, provisions and covenants of this Lease shall apply to the Renewal Terms, if any.”

The parties acknowledge that, pursuant to this Amendment, the Lease term exceeds the Existing Term by an additional five (5) years and, unless terminated sooner, the final Renewal Term will expire on November 3, 2022.

5. **Rent Increase.** As consideration to Landlord and the Easement Parties for entering into this Amendment, on November 4, 2012, the monthly rent paid to Landlord shall increase one-time to an amount equal to [REDACTED] per month, and the monthly rent paid to the Easement Parties shall increase one-time to an amount equal to [REDACTED] per month (collectively, “One-Time Rent Adjustment”). Following such One-Time Rent Adjustment, the monthly rent due and payable to Landlord and the Easement Parties shall continue to adjust pursuant to the terms of the Lease, as amended. This One-Time Rent Adjustment replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Lease on the same date.

6. **Additional One-Time Rent Escalation.** As further consideration to Landlord and Easement Parties for entering into this Amendment, on November 4, 2017 the monthly rent paid to Landlord and the Easement Parties shall increase by an amount equal to [REDACTED] over and above the monthly rent in effect for the prior month (“One-Time Rent Escalation”). This One-Time Rent Escalation replaces and is in lieu of any rent escalations set forth in the Lease.

7. **Notice.** Paragraph 13 of the Lease is hereby amended by deleting the address for Tenant and inserting in lieu thereof the following:

If to Tenant: Pinnacle Towers LLC  
c/o Crown Castle USA Inc.  
Attn: Legal Department  
Re: BU# 870081 – Lake City (SR 47 & US 41)  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

8. **Right of First Refusal.** If, during the Lease term, either Landlord or any of the Easement Parties receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Landlord's or Easement Parties' interest in the Lease and said entity desires to acquire any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Landlord's interest in this Lease including but not limited to the rent or revenue derived herefrom, or (vi) an option to acquire any of the foregoing, Landlord shall provide written notice to Tenant of said offer ("Landlord's Notice"). Landlord's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period, and the proposed closing date. Tenant shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Landlord's Notice a fee simple interest in the Premises or a perpetual easement for the Premises. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord or any of the Easement Parties may sell the property described in the Landlord's Notice. If Tenant declines to exercise its right of first refusal, then this Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance.

9. **Consideration.** In consideration for amending the Lease, Tenant agrees to pay Landlord the sum of [REDACTED] within sixty (60) days of the full execution of this Amendment ("Conditional Lease Amendment Signing Bonus"). In the event this Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Landlord.

10. **Governmental Approvals.** If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

11. **Representations, Warranties and Covenants of Landlord and the Easement Parties.** Landlord and the Easement Parties represent, warrant and covenant to Tenant as follows:

- (a) The Premises and Easement Premises are owned by Landlord and the Easement Parties free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.
- (b) Upon Tenant's request, Landlord and the Easement Parties agree to discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises and the Easement Premises.
- (c) Upon Tenant's request, Landlord and the Easement Parties agree to cure any defect in Landlord's or the Easement Parties' title to the Premises and the Easement Premises which in the reasonable opinion of Tenant has or may have an adverse affect on Tenant's use or possession of the Premises and the Easement Premises.
- (d) Landlord and the Easement Parties agree to execute such further documents and provide such further assurances as may be reasonably requested by Tenant to affect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of the Premises and the Easement Premises under the Lease as amended hereby.

12. **IRS Form W-9.** Landlord and the Easement Parties agree to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises or Easement Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in rent to the new owner. Landlord's and the Easement Parties' failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

13. **Authority.** Landlord and Easement Parties represent and warrant that, as of the date of this Amendment, Landlord and Easement Parties are duly authorized and have the full power, right and authority to enter into this Amendment and to perform all of Landlord's or

Easement Parties' obligations under this Amendment and to execute and deliver this Amendment to Tenant.

14. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning set forth for such term in the Lease.

15. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

16. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

17. **Entire Lease.** This Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated July 8, 2010 and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions in this Amendment shall control.

18. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

19. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the official public records of Columbia County, Florida, at any time following the full execution of this Amendment by the parties hereto.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

Ruby R. Middleton  
Print Name: Ruby R Middleton

Holly C Hanover  
Print Name: Holly C Hanover

LANDLORD:

Audrey S. Bullard  
**AUDREY S. BULLARD**  
Date: 8/26/10

STATE OF Florida :  
COUNTY OF Columbia : SS

The foregoing instrument was acknowledged before me this 26 day of August, 2010, by **AUDREY S. BULLARD**, for its intents and purposes stated in the foregoing instrument. She is personally known to me or has produced as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.



Holly C Hanover  
Signature of Notary Public

Holly C Hanover  
Printed Name of Notary Public:

[Seal]

My Commission Expires:

Signed, sealed and delivered in the presence of:

Ruby R. Middleton  
Print Name: Ruby R. Middleton

Holly C. Hanover  
Print Name: Holly C. Hanover

**EASEMENT PARTIES:**

Chris A. Bullard  
**CHRIS A. BULLARD A/K/A CHRIS ALAN BULLARD**

Date: 8/26/10

STATE OF Florida :  
COUNTY OF Columbia : SS

The foregoing instrument was acknowledged before me this 26 day of August, 2010, by **CHRIS A. BULLARD A/K/A CHRIS ALAN BULLARD**, for its intents and purposes stated in the foregoing instrument. He is personally known to me or has produced as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.



Holly C. Hanover  
Signature of Notary Public

Holly C. Hanover  
Printed Name of Notary Public:  
[Seal]

My Commission Expires:

Signed, sealed and delivered in the presence of:

Ruby R. Middleton  
Print Name: Ruby R. Middleton

Holly Chanover  
Print Name: Holly Chanover

**JBC DEVELOPMENT CO.,**  
a Florida corporation

By: Chris A. Bullard  
Name: Chris A. Bullard  
Title: President  
Date: 8/26/10

STATE OF Florida :  
COUNTY OF Columbia : SS

The foregoing instrument was acknowledged before me this 26 day of August, 2010, by Chris A. Bullard, the President of **JBC DEVELOPMENT CO.,** a Florida corporation, on behalf of said entity and for the intent and purposes stated in the foregoing instrument. He is personally known to me or has produced \_\_\_\_\_ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.



Holly Chanover  
Signature of Notary Public

Holly Chanover  
Printed Name of Notary Public:

[Seal]

My Commission Expires:

Signed, sealed and delivered in the presence of:

Terri Levitt  
Print Name: Terri Levitt

Gail A. Permitt  
Print Name: Gail A. Permitt

**TENANT:**

**PINNACLE TOWERS LLC,**  
a Delaware limited liability company,

By: Lisa A. Sedgwick  
Name: Lisa A. Sedgwick  
Title: RET Manager  
Date: 8/31/10

STATE OF TEXAS :  
COUNTY OF HARRIS : SS

The foregoing instrument was acknowledged before me this 31 day of August, 2010, by Lisa A. Sedgwick as RET Manager of PINNACLE TOWERS LLC, a Delaware limited liability company, on behalf of said entities and for the purposes stated in the foregoing instrument. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

Karina Angulo  
Signature of Notary Public

Karina Angulo  
Printed Name of Notary Public:

My Commission Expires:  
9.19.2012

[Seal]



~~RESE~~  
New Lease

EFFECTIVE  
11/1/97

LAKE CITY SOUTH

02-0104-002

## LAND LEASE AND EASEMENT AGREEMENT

This Land Lease and Easement Agreement ("Lease Agreement") dated as of October \_\_\_\_, 1997, by and between AUDREY S. BULLARD ("Landlord"), and PINNACLE TOWERS INC., a Delaware corporation ("Tenant"):

1. Premises and Term. In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land described as the "Lease Tract" in Exhibit A attached hereto, together with the North room of that certain wood frame building located immediately South of such tract of land (collectively the "Premises"), together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, TO HAVE AND TO HOLD the same for a primary term of fifteen (15) years (the "Primary Term") commencing on the date hereof.

2. Renewal Option. This Lease Agreement shall continue for one (1) renewal term of five (5) years (the "Renewal Term"), to begin upon the expiration of the Primary Term, unless either party shall deliver to the other written notice of such party's election to terminate no later than 60 days prior to the expiration of the Primary Term, in which case there shall be no Renewal Term. All of the other terms, provisions and covenants of this Lease Agreement shall apply to the Renewal Term, if any.

3. Access Easement.

(a) Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its lessees, successors and assigns a nonexclusive easement for ingress, egress, and public utilities over, across and through that certain tract or parcel of land described as the "Access Easement" in Exhibit A attached hereto (the "Access Easement Property"), for the benefit of and access to the Premises, subject to the terms and conditions herein set forth.

(b) Nothing herein 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.

(c) This easement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, and easements created in this easement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners of the affected lands and all persons claiming under them. This easement shall terminate at the end of the Renewal Term, and if none, at the end of the Primary Term.

4. Guy Easement.

(a) Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its lessees, successors and assigns a nonexclusive easement on, over, across and through those certain tracts or parcels of land described as "Guy Easement 'A'" and "Guy Easement 'B'" in Exhibit A attached hereto (the "Guy Easement Property"), for the benefit of the Premises, for all purposes

consistent with the ownership and operation of a communications tower and surrounding areas, including but not limited to installing, moving, operating, maintaining, repairing, replacing, rebuilding, altering, inspecting, improving, and removing tower guy wires, guy wire anchors, guy stubs, ground connections, and all fixtures, attachments, equipment and accessories related thereto, and for ingress and egress for the same, and all other related general and miscellaneous uses.

(b) Nothing herein 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.

(c) This easement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, and easements created in this easement 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. This easement shall terminate at the end of the Renewal Term, and if none, at the end of the Primary Term.

5. Rent. Tenant shall pay rent to Landlord at the rate of [REDACTED] during years one through five of the Primary Term, [REDACTED] during years six through ten of the Primary Term, [REDACTED] during years eleven through fifteen of the Primary Term, and [REDACTED] during the Renewal Term, if any. One monthly installment shall be due and payable on the date hereof, and a monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the Primary Term and any Renewal Term. Rent for any fractional month at the beginning or the end of the term hereof shall be prorated.

6. Use.

(a) The Premises are being leased for the purposes of erecting, installing, operating, and maintaining radio and communications towers, buildings, and equipment. Tenant may make any improvement, alteration or modifications to the Premises or Guy Easement Property as are deemed appropriate by Tenant. Tenant shall maintain the Premises and all equipment located on the Premises and on the Guy Easement Property in good working order and repair, and shall keep the ground clean and mowed. At all times during the term of this Lease Agreement, Tenant shall have the exclusive right to use, and shall have free access to, the Premises seven days a week, 24 hours a day, and, without limiting the foregoing, Tenant is hereby granted access for the purposes of ingress and egress to Landlord's North room contained in the Premises across Landlord's unleased property. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent to or in the immediate vicinity of the Premises, except for towers constructed by Tenant. Tenant shall have the right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises but no such sublease or license shall relieve or release Tenant from its obligations under this Lease Agreement. If, at any time during the term of this Lease Agreement, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action the result of which is that Tenant may no longer use the Premises for the purposes originally intended by Tenant, Tenant shall have the right to cancel and terminate this Lease Agreement upon written notice to Lessor and payment of one month's rent.

(b) Landlord will permit, and Tenant agrees that it shall, no later than 12 months after the date hereof, eliminate one of the two outermost guy anchors on each of the three legs of the communications tower erected on the Premises, and will move the other of the outermost guy anchors on each of the three legs towards the tower by at least 60 feet. Tenant shall then release at least the outermost 50 feet of each leg of the Guy Easement Property from the easement. Tenant shall also construct a chain link "cage" around each of the guy anchors as protection to the anchor and otherwise.

7. Equipment, Fixtures and Signs. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. At any time during the term of this Lease Agreement and within 30 days after termination hereof, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

8. Assignment. Tenant may assign this Lease Agreement to any person or entity at any time <sup>With</sup> ~~without~~ the prior written consent of Landlord, which consent will not be unreasonably withheld. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease Agreement, Tenant will be relieved of all liability hereunder.

9. Warranties and Agreements.

(a) Landlord represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as set forth on the attached Schedule 9(a), and that it alone has full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease Agreement, including the Renewal Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them.

(b) During the term of this Lease Agreement, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease Agreement; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it.

(c) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto, provided, however, Tenant shall reimburse Landlord for any taxes and assessments imposed on Tenant's structures and equipment located on the Premises, or for any increase in the real estate taxes or assessments on the Premises attributable to such structures and equipment. If Landlord fails to make any payments required under

Lease Agreement, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any payments so made or costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon. If Landlord shall fail to pay such sums to Tenant within ten (10) days after written demand therefor, Tenant shall have the right to deduct such amounts, together with interest at the statutory rate, as an offset from rents then due or thereafter coming due under this Lease Agreement.

(d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws.

(e) To the best of Landlord's knowledge, Landlord has complied with all environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure so to comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

(f) Tenant will comply with all environmental, health, and safety laws with respect to the Premises, no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials will be placed on or in the Premises by Tenant.

(g) To the best of Landlord's knowledge, Landlord represents and warrants that all buildings and improvements located on the Premises are in compliance with all material laws. All such property, including without limitation improvements, related heating, electrical, plumbing, and other building equipment have been maintained in accordance with normal industry practice, are in working order adequate for normal operations, are in good operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they presently are used. All utilities required for the operation of the improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

(h) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefitting the parcel of real property, and access to the easement is provided by paved public right-of-way with adequate curb cuts available.

(i) To the best of Landlord's knowledge, Landlord represents and warrants that the legal description for the Premises attached as Exhibit A adequately describes the Premises, and any improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning laws, and ordinances (and none of the properties or buildings or improvements thereon are subject to "permitted non-conforming structure" or similar classifications), and do not encroach on any easement that may burden the land, and the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and the property is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained.

(j) Landlord represents and warrants that with respect to the Premises: (i) there currently exist no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises, except for utility easements of record; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

(k) Landlord hereby agrees to indemnify, defend, and hold harmless Tenant 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 Landlord of any representation, warranty, or covenant of Landlord contained herein or in any agreement executed pursuant hereto.

(l) Landlord shall have no obligation to maintain casualty insurance on that certain wood frame building which constitutes part of the Premises. If all or a part of the building is damaged or destroyed by fire or other casualty, Landlord shall have no responsibility or liability for damage to equipment or fixtures of Tenant, nor to repair or restore the building to its previous condition.

(m) Tenant shall during the term of this Lease keep and maintain in full force and effect a policy of public liability insurance covering Tenant's actions, improvements, or additions to the Premises, or any business, occupation or activity conducted thereon in minimum limits of One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and One Hundred Thousand Dollars (\$100,000.00) for property damage, with an umbrella coverage of One Million Dollars (\$1,000,000.00). Tenant shall furnish to Landlord a certificate of said insurance to evidence that the premiums have been paid.

#### 10. Default.

(a) The following events shall be "Events of Default" by Tenant under this Lease Agreement:

(i) Tenant shall fail to pay any installment of rent hereby reserved as and when the same shall become due and shall not cure such default within 30 days after written notice thereof is given by Landlord to Tenant;

(ii) Tenant shall fail to comply with any term, provision, or covenant of this Lease Agreement, and shall not cure such failure within 30 days after written

notice thereof is given by Landlord to Tenant (and Tenant's mortgagee, as provided in Section 12(b)) (provided that if such default cannot reasonably be cured within 30 days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(iii) Tenant shall be adjudged bankrupt or insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors and such judgment continues undischarged and unstayed for a period of 60 days;

(iv) Tenant shall institute voluntary bankruptcy proceedings or consent to the filing of a bankruptcy proceeding against it or file a petition or answer or consent seeking reorganization or liquidation under any bankruptcy or similar law; or

(v) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such appointment shall continue in effect unstayed for a period of 60 days.

(b) Upon the occurrence of any Event of Default and expiration of all applicable cure periods, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) Terminate this Lease Agreement, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(ii) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, and relet the Premises, as Tenant's agent, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

(iii) Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease Agreement; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided

constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

11. Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Primary Term or Renewal Term hereof, unless otherwise agreed in writing, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. Lenders' Continuation Rights.

(a) Landlord agrees to recognize the leases of all tower lessees and will permit each of such lessees to remain in occupancy of its premises notwithstanding any default hereunder by lessee or Tenant so long as each such respective lessee is not in default under the lease covering its premises. Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure.

(b) Landlord hereby agrees to give Tenant's mortgagee written notice of any breach or default of the terms of this Lease Agreement, within fifteen days after the occurrence thereof at such address as is specified by Tenant's mortgagee. Landlord further agrees that no default under this Lease Agreement shall be deemed to have occurred unless such notice to Tenant's mortgagee is also given and that, in the event of any such breach or default under the terms of the Lease Agreement, Tenant's mortgagee shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Tenant's mortgagee as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate this Lease Agreement or any of its other rights under this Lease Agreement upon breach or default of the terms of this Lease Agreement without so affording Tenant's mortgagee the foregoing notice and periods to cure any default or breach under this Lease Agreement.

(c) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to this Lease Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and its mortgagee or this Lease Agreement, Tenant's mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Lease Agreement.

13. Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

LANDLORD: Audrey S. Bullard  
P.O. Box 1733  
Lake City, Florida 32056

TENANT: Pinnacle Towers Inc.  
1549 Ringling Boulevard, 3rd Floor  
Sarasota, Florida 34236  
Attention: Robert J. Wolsey  
Fax: (941) 364-8761

14. Recording. A short-form memorandum of this Lease Agreement will be recorded.

15. Miscellaneous. This Lease 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 Lease Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

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

WITNESSES:

TENANT:

PINNACLE TOWERS INC.,  
a Delaware corporation

Susan Swett  
Name: Susan Swett

Ann C. Fiskal  
Name: Ann C. Fiskal

By: Steven R. Day  
Steven R. Day  
Vice President

LANDLORD:

Beverly Regan  
Name: BEVERLY REGAN

Julie A. Dicks  
Name: JULIE A. DICKS

Audrey S. Bullard  
AUDREY S. BULLARD

STATE OF FLORIDA

COUNTY OF Sarasota

Execution of the foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 1997, by Steven R. Day, as Vice President of Pinnacle Towers Inc., a Delaware corporation, on behalf of the corporation. He is either personally known to me or has produced a \_\_\_\_\_ driver's license as identification.

(AFFIX NOTARIAL SEAL)

Commission No. 393174

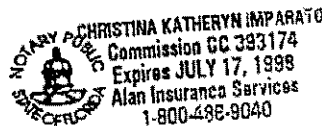
STATE OF FLORIDA

COUNTY OF Columbia

Execution of the foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 1997, by Audrey S. Bullard. She is either personally known to me or has produced PERSONALLY known to me as identification.

Christina K. Imparato  
Notary Public, State of Florida  
Name: Christina K. Imparato

My Commission Expires: 07-17-98

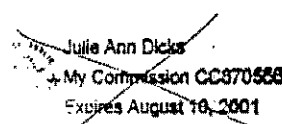
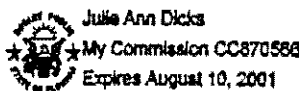


(AFFIX NOTARIAL SEAL)

Commission No. \_\_\_\_\_

Julie Ann Dicks  
Notary Public, State of Florida  
Name: Julie Ann Dicks

My Commission Expires: \_\_\_\_\_



# PROPERTY DESCRIPTION

## LEASE TRACT

That part of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the northwest corner of the northeast 1/4 of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence S 00°01'30" W along the west line of said northeast 1/4 of the northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence N 88°18'41" E along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence S 00°36'54" W along the westerly line of said Tax Parcel and along the westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet to the Point of Beginning; thence S 89°23'06" E for 100.00 feet to an intersection with a line parallel with and offset 100 feet easterly of said westerly line; thence S 00°36'54" W along said parallel line for 100.00 feet; thence N 89°23'06" W for 100.00 feet to an intersection with said westerly line; thence N 00°36'54" E along said westerly line for 100.00 feet to said Point of Beginning.

Containing 0.23 acres, more or less.

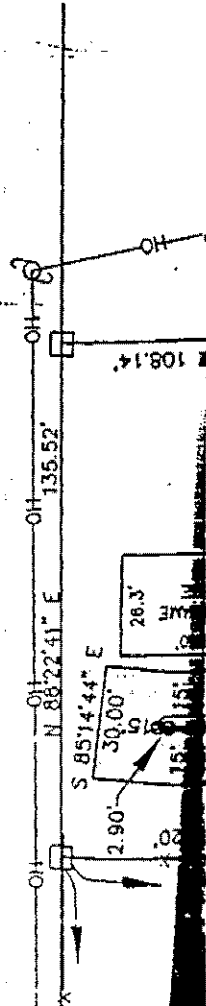
## BUY EASEMENT "A"

That part of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the northwest corner of the northeast 1/4 of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence S 00°01'30" W along the west line of said northeast 1/4 of the northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence N 88°18'41" E along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence S 00°36'54" W along the westerly line of said Tax Parcel and along the westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet; thence S 89°23'06" E for 9.28 feet to the Point of Beginning; thence N 04°45'16" E for 162.35 feet; thence S 89°23'06" W for 30.08 feet to said Point of Beginning.

Containing 0.11 acres, more or less.

TAX PARCEL NO.  
18-4S-17-08455-000



## GUY EASEMENT "B"

That part of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the northwest corner of the northeast 1/4 of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence S 00°01'30" W along the west line of said northeast 1/4 of the northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence N 88°18'41" E along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence S 00°36'54" W along the westerly line of said Tax Parcel and along the westerly line of Tax Parcel No. 18-4S-17-08461-000 for 247.71 feet to the Point of Beginning; thence continue S 00°36'54" W along said westerly line for 22.02 feet; thence S 89°23'06" E for 65.64 feet; thence S 55°16'00" E for 201.36 feet; thence S 34°44'00" W for 30.00 feet; thence N 55°16'00" W for 239.99 feet; thence S 64°52'17" W for 240.69 feet; thence N 25°07'43" W for 30.00 feet; thence N 64°52'17" E for 236.46 feet to an intersection with said westerly line and to said Point of Beginning.

Containing 0.64 acres, more or less.

TOGETHER WITH an easement for ingress, egress and public utilities under, over and across that part of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the northwest corner of the northeast 1/4 of the northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence S 00°01'30" W along the west line of said northeast 1/4 of the northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence N 88°18'41" E along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence S 00°36'54" W along the westerly line of said Tax Parcel and along the westerly line of Tax Parcel No. 18-4S-17-08461-000 for 269.73 feet to the Point of Beginning; thence offset 21.07 feet easterly of said westerly line; thence S 00°36'54" W along said parallel line for 166.33 feet to an intersection with the southerly line of said Tax Parcel No. 18-4S-17-08461-000; thence N 89°14'06" E along said southerly line for 794.16 feet to an intersection with the west right of way line of State Road No. 47 (100 foot wide right of way); thence S 00°44'57" W along said west right of way line for 30.14 feet to an intersection with a line parallel with and offset 30.00 feet south of said southerly line; thence S 89°14'06" W along said parallel line for 813.07 feet to an intersection with the southerly extension of said westerly line; thence N 00°36'54" E along said southerly extension and along said westerly line for 196.84 feet to said Point of Beginning.

Containing 0.64 acres, more or less.

## LEASE AMENDMENT

29<sup>th</sup>

~~June~~ This is a lease amendment ("Amendment") entered into as of the ~~10th~~ day of ~~April~~, 1998, among **AUDREY S. BULLARD**, an unmarried woman ("Landlord"), whose address is Post Office Box 1733, Lake City, Florida 32056, and **PINNACLE TOWERS INC.**, a Delaware corporation, ("Tenant") whose address is 1549 Ringling Boulevard, 3rd Floor, Sarasota, Florida 34236, and **CHRIS A. BULLARD a/k/a CHRIS ALAN BULLARD** and **KIMBERLY C. BULLARD**, husband and wife, whose address is P.O. Box 1432 Lake City FL 32056, **BONNILYNN BULLARD MOTT**, whose address is P.O. Box 2828 Lake City FL 32056, **JOE DEWEY BULLARD**, whose address is Attn Box 262 Lake City FL 32055, **ELIZABETH ALANE BULLARD**, whose address is P.O. Box 1205 Canavan FL 32911, and **BULLARD DEVELOPMENT CO.**, whose address is P.O. Box 766 Lake City FL 32056 (collectively, the "Easement Parties").

**BACKGROUND.** Landlord entered into a land lease and easement agreement with Tenant, dated as of November 1, 1997 (the "Lease"), which provides for the lease of certain property (the "Premises") and the grant of guy wire and access easements over certain property (the "Easement Premises"). Landlord and Tenant have now agreed to amend certain provisions of the Lease, including amending the properties contained in the Premises and the Easement Premises. The Easement Parties have agreed to join in the execution of the Lease, as amended, to subject their interests in the Premises and the Easement Premises, if any, to the Lease, as amended.

In consideration of the mutual covenants and obligations of the parties hereunder, the parties agree as follows:

1. The parties wish to amend the legal descriptions of the Lease Tract, Access Easement Property, and the Guy Easement Property in the Lease, and accordingly, the definition "Lease Tract" is amended to mean that certain tract or parcel of land described as the "Lease Tract" in Exhibit "A" attached hereto, the definition of "Access Easement Property" is amended to mean that certain tract or parcel of land described as the "Access Easement" in Exhibit "A" attached hereto, and the definition of "Guy Easement Property" is amended to mean those certain tracts or parcels of land described as "Guy Easement 'A,'" "Guy Easement 'B,'" and "Guy Easement 'C'" in Exhibit "A" attached hereto. Landlord hereby leases to Tenant or grants to Tenant easements over the properties described therein, subject to the terms of the Lease, as amended.

2. The first sentence of paragraph 5 of the Lease, concerning rent, is hereby replaced with the following sentence:

THE PREMISES AND THE EASEMENT PREMISES ARE NOT THE HOMESTEAD OF BONNILYNN BULLARD MOTT, JOE DEWEY BULLARD, OR ELIZABETH ALANE BULLARD, AND DO NOT CONSTITUTE THE HOMESTEAD OF ANY OF THEM UNDER THE LAWS OF THE STATE OF FLORIDA.

Tenant shall pay rent to Landlord at the rate of [REDACTED] to and until February 1, 1998, and [REDACTED] beginning on March 1, 1998 and thereafter during years one through five of the Primary Term, [REDACTED] during years six through ten of the Primary Term, [REDACTED] during years eleven through fifteen of the Primary Term, and [REDACTED] during the Renewal Term, if any, and further shall pay rent to (a) Chris A. Bullard a/k/a Chris Alan Bullard at the rate of [REDACTED] per month beginning March 1, 1998, and (b) Bullard Development Co. at the rate of [REDACTED] beginning March 1, 1998, each for the remainder of the Primary Term and during the Renewal Term, if any.

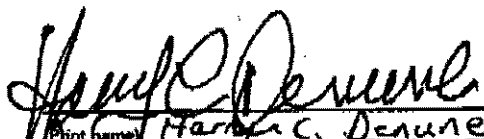
3. The Easement Parties hereby join in the execution of this Amendment and the execution of the Lease to evidence their agreement to all of the terms and conditions of the Lease, as amended by the Amendment, and to subject their interests, if any, in the Premises and the Easement Premises to the Lease, as amended.

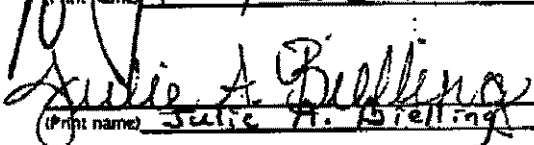
4. Except as expressly modified in this Amendment, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Amendment to be executed as of the day and year first stated above.

Signed in the presence of:

**LANDLORD:**

  
(Print name) Mary C. Denure


  
(Print name) Julie A. Bellinger

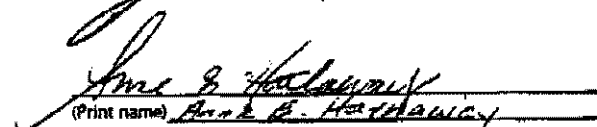
  
**AUDREY S. BULLARD**

Signed in the presence of:

**TENANT:**

**PINNACLE TOWERS INC.**

  
(Print name) Thomas K. [unclear]

  
(Print name) Anne B. Hathaway

By:

  
Name: Martin Alvarez  
Title: Assistant Secretary

Signed in the presence of:

EASEMENT PARTIES:

*Harry C. Denune*  
(Print name) Harry C. Denune

*Chris A Bullard*  
**CHRIS A. BULLARD**  
a/k/a **CHRIS ALAN BULLARD**

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Harry C. Denune*  
(Print name) Harry C. Denune

*Kimberly C. Bullard*  
**KIMBERLY C. BULLARD**

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Harry C. Denune*  
(Print name) Harry C. Denune

*Bonnilynn Bullard Mott*  
**BONNILYNN BULLARD MOTT**

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Harry C. Denune*  
(Print name) Harry C. Denune

*Joe Dewey Bullard*  
**JOE DEWEY BULLARD**

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Harry C. Denune*  
(Print name) Harry C. Denune

*Elizabeth Alane Bullard*  
**ELIZABETH ALANE BULLARD**

*Julie A. Bielling*  
(Print name) Julie A. Bielling

**BULLARD DEVELOPMENT CO.**

*Harry C. Denune*  
(Print name) Harry C. Denune  
*Julie A. Billings*  
(Print name) Julie A. Billings

By: *Joe D. Bullard*  
Name: Joe D. Bullard  
Title: Pres.

TPA3-528636-2

Lake City, FL  
0104-002

This instrument prepared by:  
Barbara M. Yadley  
Holland & Knight LLP  
Post Office Box 1288  
Tampa, FL 33601

## SHORT FORM LEASE AMENDMENT

FOR RECORDER'S USE ONLY

This Short Form Lease Amendment evidences a Lease Amendment dated as of April 10, 1998 ("Amendment") among Audrey S. Bullard, an unmarried woman ("Landlord"), whose address is Post Office Box 1733, Lake City, Florida 32056, and Pinnacle Towers Inc., a Delaware corporation ("Tenant"), whose mailing address is 1549 Ringling Boulevard, 3rd Floor, Sarasota, Florida 34236, Chris A. Bullard a/k/a Chris Alan Bullard and Kimberly C. Bullard, husband and wife, whose address is P.O. Box 1432 Lake City FL 32056, Bonnilynn Bullard Mott, whose address is P.O. Box 2828 Lake City FL 32056, Joe Dewey Bullard, whose address is Rt 10 Box 862 Lake City FL 32056, Elizabeth Alane Bullard, whose address is P.O. Box 1205 CAHANAN FL 32011, and Bullard Development Co., whose address is P.O. Box 766 Lake City FL 32056 (collectively, the "Easement Parties") premises described on Exhibit "A" hereto (the "Premises"). This Amendment amends that certain land lease and easement agreement between Landlord and Tenant dated as of November 1, 1997 (the "Lease"), evidenced by a Short Form Lease dated as of November 1, 1997 (the "Short Form Lease") recorded at Official Records Book 848, Page 2315, Public Records of Columbia County, Florida.

The parties agree as follows:

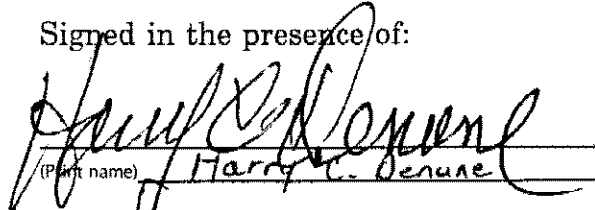
1. Landlord ratifies, restates, and confirms the Amendment, and hereby amends the definition of Lease Tract as contained in the Lease and the Short Form Lease to mean that certain tract or parcel of land described as the "Lease Tract" in Exhibit "A" attached hereto, the definition of Access Easement Property to mean that certain tract or parcel of land described as the "Access Easement" in Exhibit "A" attached hereto, and the definition of "Guy Easement Property" to mean those certain tracts or parcels of land described as "Guy Easement 'A,' Guy Easement 'B,'" and "Guy Easement 'C'" in Exhibit "A" attached hereto. Landlord hereby leases to Tenant or grants to Tenant an easement over the properties described therein, subject to the terms of the Lease, as amended.

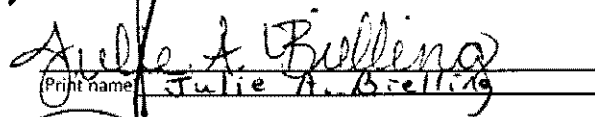
THE PREMISES AND THE EASEMENT PREMISES ARE NOT THE HOMESTEAD OF BONNILYNN BULLARD MOTT, JOE DEWEY BULLARD, OR ELIZABETH ALANE BULLARD, AND DO NOT CONSTITUTE THE HOMESTEAD OF ANY OF THEM UNDER THE LAWS OF THE STATE OF FLORIDA.

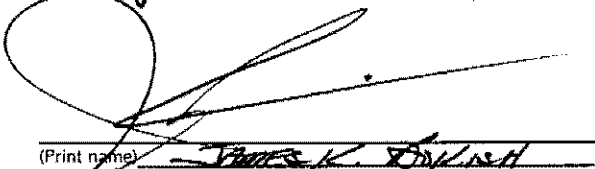
2. The Easement Parties ratify, restate, and confirm the Lease and the Amendment and hereby join in the execution of this Short Form Lease Amendment to evidence their agreement to all of the terms and conditions of the Lease, as amended by the Amendment (as evidenced by the Short Form Lease and this Short Form Lease Amendment), and to subject their interests, if any, in the Premises and in the Easement Premises to the Lease, as amended.

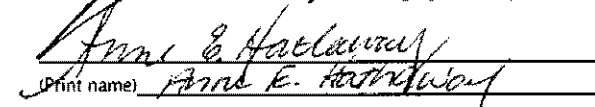
Executed as of <sup>June</sup> April 29, 1998.

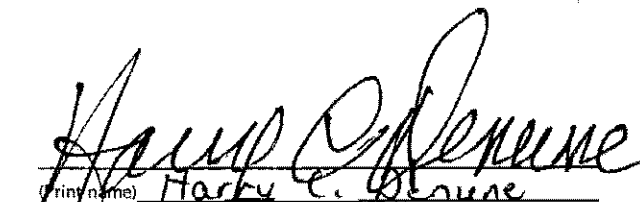
Signed in the presence of:

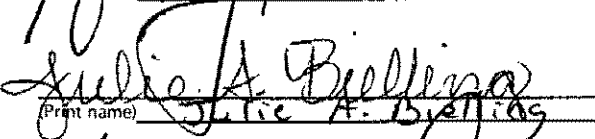
  
(Print name) Harry C. Denune

  
(Print name) Julie A. Billings

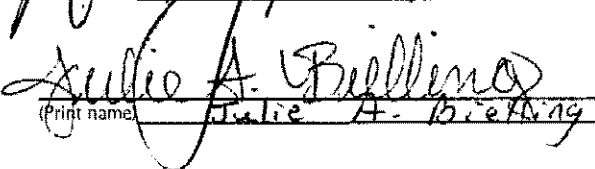
  
(Print name) Anne E. Hachaway

  
(Print name) Anne E. Hachaway

  
(Print name) Harry C. Denune

  
(Print name) Julie A. Billings

  
(Print name) Harry C. Denune

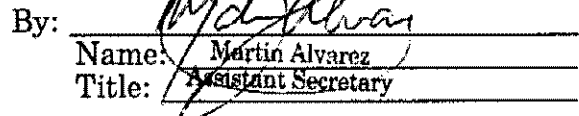
  
(Print name) Julie A. Billings

LANDLORD:

  
AUDREY S. BULLARD

TENANT:

PINNACLE TOWERS INC.

By:   
Name: Martin Alvarez  
Title: Assistant Secretary

EASEMENT PARTIES:

  
CHRIS A. BULLARD  
a/k/a CHRIS ALAN BULLARD

  
KIMBERLY C. BULLARD

*Harry C. Deane*  
(Print name) Harry C. Deane

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Bonnilyn Bullard Mott*  
**BONNILYNN BULLARD MOTT**

*Harry C. Deane*  
(Print name) Harry C. Deane

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Joe D. Bullard*  
**JOE DEWEY BULLARD**

*Harry C. Deane*  
(Print name) Harry C. Deane

*Julie A. Bielling*  
(Print name) Julie A. Bielling

*Elizabeth A. Bullard*  
**ELIZABETH ALANE BULLARD**

**BULLARD DEVELOPMENT CO.**

*Harry C. Deane*  
(Print name) Harry C. Deane

*Julie A. Bielling*  
(Print name) Julie A. Bielling

By: *Joe D. Bullard*  
Name: JOE D. BULLARD  
Title: PRES.

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of June, 1998, by Audrey S. Bullard who is personally known to me or who has produced personally Known as identification.

(affix notary seal)

My commission expires  Julie Ann Bielling  
My Commission CC740106  
Expires August 10, 2001

Julie Ann Bielling  
Notary Public


Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Sarasota

Sworn to and subscribed before me this 1st day of July, 1998, by Martin Alvarez, as Asst. Sec. of Pinnacle Towers Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

(affix notary seal)

My commission expires: 1-23-99  OFFICIAL NOTARY SEAL  
GLORIA CROMBIE  
COMMISSION NUMBER  
CC 434853  
MY COMMISSION EXP.  
JAN. 23, 1999

Gloria Crombie  
Notary Public

Gloria Crombie  
(print/type name of Notary)


Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of June, 1998, by Chris A. Bullard a/k/a Chris Alan Bullard who is personally known to me or who has produced personally Known as identification.

(affix notary seal)

My commission expires:

 Julie Ann Bielling  
My Commission CC740106  
Expires August 10, 2001

Julie Ann Bielling  
Notary Public

Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of <sup>June</sup>~~April~~, 1998, by Kimberly C. Bullard who is personally known to me or who has produced personally known as identification.

(affix notary seal)

Julie Ann Bielling  
Notary Public

My commission expires: Julie Ann Bielling  
My Commission CC740108  
Expires August 10, 2001

Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of <sup>June</sup>~~April~~, 1998, by Bonnilynn Bullard Mott who is personally known to me or who has produced personally known as identification.

(affix notary seal)

Julie Ann Bielling  
Notary Public

My commission expires: Julie Ann Bielling  
My Commission CC740108  
Expires August 10, 2001

Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of <sup>June</sup>~~April~~, 1998, by Joe Dewey Bullard who is personally known to me or who has produced personally known as identification.

(affix notary seal)

Julie Ann Bielling  
Notary Public

My commission expires:

Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

Julie Ann Bielling  
My Commission CC740108  
Expires August 10, 2001

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of ~~April~~ <sup>June</sup>, 1998, by Elizabeth Alane Bullard who is personally known to me or who has produced personally known as identification.

(affix notary seal)

My commission expires:  Julie Ann Bielling  
My Commission CC740106  
Expires August 10, 2001

Julie Ann Bielling  
Notary Public

Julie Ann Bielling  
(print/type name of Notary)


Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Columbia

Sworn to and subscribed before me this 29 day of ~~April~~ <sup>June</sup>, 1998, by Joe D. Bullard, as Pres. of Bullard Development Co., who is personally known to me or who has produced personally known as identification.

(affix notary seal)

My commission expires:

 Julie Ann Bielling  
My Commission CC740106  
Expires August 10, 2001

Julie Ann Bielling  
Notary Public

Julie Ann Bielling  
(print/type name of Notary)

Commission Number: \_\_\_\_\_

## LEGAL DESCRIPTION

### LEASE TRACT

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the south line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet to the Point of Beginning; thence South 89°23'06" East, for 100.00 feet to an intersection with a line parallel with and offset 100 feet easterly of said Westerly line; thence South 00°36'54" West, along said parallel line for 100.00 feet; thence North 89°23'06" West, for 100.00 feet to an intersection with said Westerly line; thence North 00°36'54" East along said Westerly line for 100.00 feet to said Point of Beginning.

Containing 0.23 acres, more or less.

### GUY EASEMENT "A"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 169.73 feet; thence South 89°23'06" East, for 14.29 feet to the Point of Beginning; thence North 04°45'16" East for 156.99 feet; thence South 85°14'44" East for 20.00 feet; thence South 04°45'16" West for 155.55 feet; thence North 89°23'06" West for 20.05 feet to said Point of Beginning.

Containing 0.07 acres, more or less.

### GUY EASEMENT "B"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 253.26 feet to the Point of Beginning; thence continue South 00°36'54" West along said Westerly line for 16.47 feet; thence South 89°23'06" East, for 11.89 feet; thence South 64°52'17" West, for 232.61 feet; thence North 25°07'43" West, for 20.00 feet; thence North 64°52'17" East, for 229.05 feet to an intersection with said Westerly line and to said Point of Beginning.

Containing 0.11 acres, more or less.

### GUY EASEMENT "C"

That part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West, along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 269.73 feet; thence South 89°23'06" East for 21.07 feet to the Point of Beginning; thence continue South 89°23'06" East for 35.66 feet; thence South 55°17'00" East for 203.74 feet; thence South 34°44'00" West for 20.00 feet; thence North 55°16'00" West for 233.26 to said Point of Beginning.

Containing 0.10 acres, more or less.

### ACCESS EASEMENT

TOGETHER WITH an easement for ingress, egress and public utilities under, over and across that part of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 4 South, Range 17 East, Columbia County, Florida; thence South 00°01'30" West, along the West line of said Northeast 1/4 of the Northwest 1/4 for 915.14 feet to a concrete monument marking the Southwest corner of Tax Parcel No. 18-4S-17-08455-000; thence North 88°18'41" East, along the South line of said Tax Parcel for 906.61 feet to a found concrete monument marking the Northwest corner of Tax Parcel No. 18-4S-17-08459-000; thence South 00°36'54" West along the Westerly line of said Tax Parcel and along the Westerly line of Tax Parcel No. 18-4S-17-08461-000 for 269.73 feet to the Point of Beginning; thence South 89°23'06" East, for 21.07 feet to an intersection with a line parallel with and offset 21.07 feet easterly of said Westerly line; thence South 00°36'54" West along said parallel line for 166.33 feet to an intersection with the Southerly line of said Tax Parcel No. 18-4S-17-08461-000; thence North 89°14'06" East, along said Southerly line for 794.16 feet to an intersection with the West right-of-way line of State Road No. 47 (100 foot wide right of way); thence South 00°44'57" West, along said West right-of-way line for 30.14 feet to an intersection with a line parallel with and offset 30.00 feet South of said Southerly line; thence South 89°14'06" West, along said parallel line for 813.07 feet to an intersection with the Southerly extension of said Westerly line; thence North 00°36'54" East, along said Southerly extension and along said Westerly line for 196.84 feet to said Point of Beginning.

Containing 0.64 acres, more or less.

TPA3-528457

SCHEDULE 9(a)

LIENS AND ENCUMBRANCES ON PREMISES

1. CNB National Bank