

OPTION & LAND LEASE

FL 09636

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **BARBARA O'STEEN**, a single person, having an address of 193 SW Stewart Loop, Lake City, Florida 32024, Social Security Number _____, hereinafter referred to as "Lessor", and **SBA TOWERS, INC.**, a Florida corporation, having an office at 5900 Broken Sound Parkway, N. W., Boca Raton, Florida 33487-2797, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of _____ (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year upon written notification to Lessor by Lessee accompanied by the payment of an additional _____ (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent, and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated.

(c) During the Option Period, Lessee shall have the right to enter the Owner's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice Provisions specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,600 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 27-4S-10491-001 SR 100, LULU, FL 32061 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower,

antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants an appurtenant easement to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. Rent. The rent for the first five (5) years of the Lease will be _____ per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Lease and every fifth (5th) year thereafter, the then current monthly rental fee will be increased by the lesser of (i) _____ or (ii) the percentage change in the Consumer Price Index ("CPI") for the immediately preceding initial term or renewal term for which the rent has remained constant. For the purposes of the calculation, the CPI will be the Consumer Price Index U.S. Averages for the Urban Wage Earners and Clerical Workers All Items (1982-84-100) published by the United States Department of Labor, Bureau of Labor Statistics for the three (3) months prior to the escalation date. Each such year shall commence on the corresponding anniversary of the Commencement Date.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the

Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
None	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will

become, subordinate.

(b) **Secured Parties.** Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as result of an Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within 15 days of Lenders' request made within 30 days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record of memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures, including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely effect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole

or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign this Lease or any rights thereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Barbara O'Steen
193 SW Stewart Loop
Lake City, FL 33024
Phone # - (386) 752-0983

Rent Payable to: Barbara O'Steen

To Lessee: SBA Towers, Inc.
5900 Broken Sound Parkway, N. W.
Boca Raton, FL 33487-2797
RE: FL09636-S / LULU
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver of copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Upon termination of the Lease, Lessee will remove all improvements, foundations and footings on the Leased Space to the depth of three (3) feet below ground level and will return the surface of the Leased Space to its original condition less reasonable wear and

tear within six (6) months of the date of termination of the Agreement.

12. Insurance. Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. **Lessee** - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessee of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance covering the leased space and other properties by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

15. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for

damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In

the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. During the initial term or renewal term, neither Lessor, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor, its successors or assigns, for the uses permitted herein or other uses similar thereto.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the

Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of

a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be

incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the initial term or renewal term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer its interest in the Leased Space and/or Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Lessor shall not, at any time during the initial term or renewal term of the Lease, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: BARBARA O'STEEN, a single person

LESSEE: SBA TOWERS, INC., a Florida corporation

By: Barbara O'Steen
Barbara O'Steen

By: Alyssa Houlihan
Alyssa Houlihan

Title: Owner

Title: Director of Leasing

Date: 9/21/06

Date: September 25, 2006

Witness: Laura S. Russ
Print Name: Laura S. Russ

Witness: Christine M. Kauffman
Print Name: Christine M. Kauffman

Witness: Stephanie Owsley
Print Name: Stephanie Owsley

Witness: Chris Stillman
Print Name: Chris Stillman

Notary Public:

I do hereby certify that BARBARA O'STEEN who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:

I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of Sept, 2006.

Loretta S. Russ
Notary Signature

Witness my hand and seal this 25th day of September, 2006.

Shirley Jean-Louis
Notary Signature

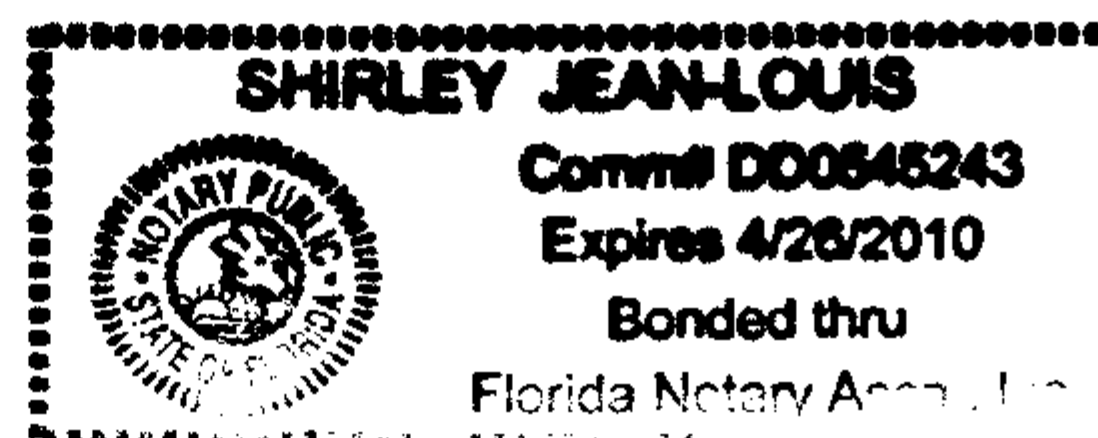
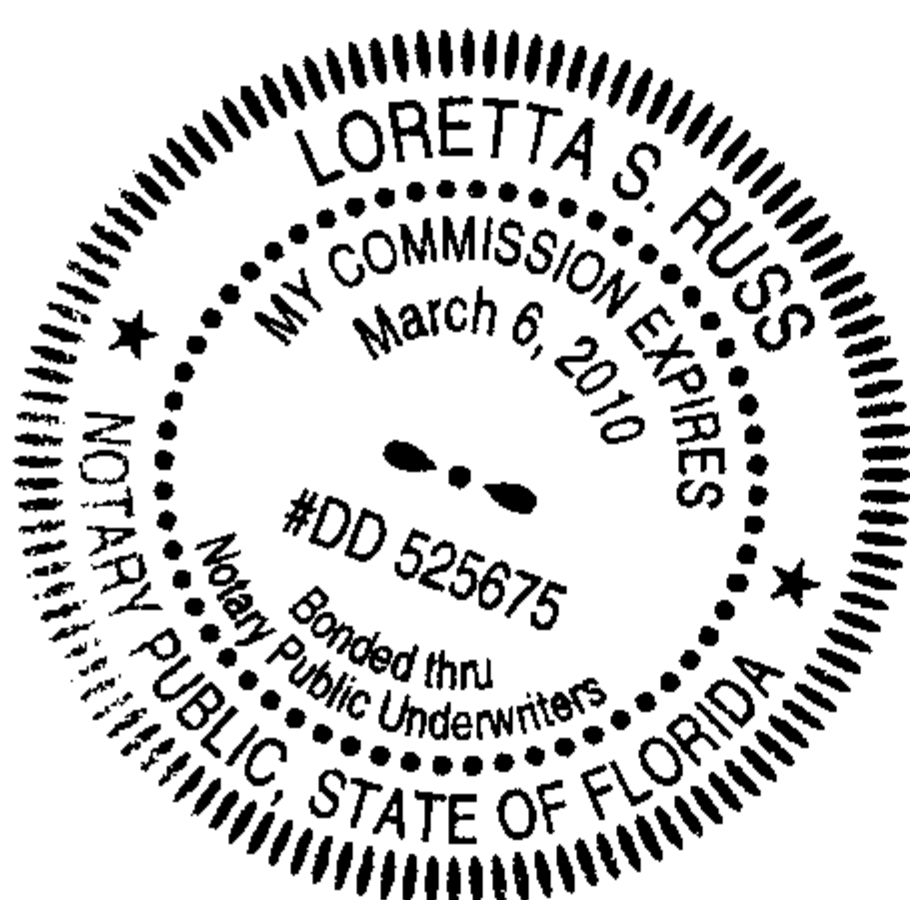


EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,600 square feet ground space along with easement rights for access to the Leased Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: BCD

Initials: DL

EXHIBIT B

**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,600 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: Bas

Initials: DeJ

Prepared by:
Elaine R. Davis
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025

File Number: 17-525

Inst: 201712016393 Date: 08/30/2017 Time: 3:44PM
Page 1 of 1 B: 1343 P: 1928, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy ClerkDoc Stamp-Deed: 35.00

General Warranty Deed

Made this August 30, 2017 A.D.

By **BARBARA O'STEEN**, a single person, whose address is: 193 SW Stewart Loop, Lake City, Florida 32024, hereinafter called the grantor,

To **DONALD W. COX and MICHELLE L. COX, husband and wife**, whose post office address is: 2274 SW Dairy Street, Lake City, Florida 32024, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

TOWNSHIP 4 SOUTH, RANGE 18 EAST

SECTION 27: That part of the SE 1/4 of SE 1/4 of NW 1/4, Section 27, Township 4 South, Range 18 East, As lies South of the Georgia Southern and Florida Railroad Right-of-Way line. **IN COLUMBIA COUNTY, FLORIDA.**

Parcel ID Number: **10491-001**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Elaine R Davis

Witness Printed Name Elaine R Davis

Barbara O'Steen

BARBARA O'STEEN

Address: 193 SW Stewart Loop, Lake City, Florida 32024

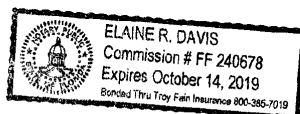
(Seal)

Nicole A. Moore

Witness Printed Name Nicole A. Moore

State of FLORIDA
County of COLUMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by **BARBARA O'STEEN**, a single person, who is/are personally known to me or who has produced Drivers licenses as identification.



Elaine R. Davis

Notary Public

Print Name:

My Commission Expires:

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

Site Lease Agreement

ATT Cell Site ID Number: 10579357
ATT Cell Site Name: LULU
ATT Fixed Asset Number: 10579357
ATT IWM #: WSTFL0019862
ATT PTN Number: 2620A0WDWN

Site Lease Agreement (SLA) to that certain Master Lease Agreement (“MLA” or “Agreement”) with an Effective Date of June 1, 2023, between SBA Telecommunications, LLC, together with its Affiliates which own the Site Structures covered by the MLA (“SBA”), and AT&T Mobility LLC, together with its communications Affiliates which participate in the MLA (ATT). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the MLA.

1. SBA Site ID No./Name: FL09636-S-02 / Lulu
2. SBA Affiliate Entity Name: SBA Towers VII, LLC, a Delaware limited liability company
3. ATT Affiliate Entity Name: New Cingular Wireless PCS, LLC, a Delaware limited liability company
4. Site Address & Legal Description: See Exhibit 1.
5. Site Latitude and Longitude: 30° 6' 51.16" and -82° 30' 8.05"
6. [REDACTED]
7. [REDACTED]
8. Commencement Date: The earlier of: (i) the 1st day of the month following the date ATT begins installation of any of its ATT Communications Equipment or ATT Improvements at the Site Structure; or (ii) March 01, 2025.
9. Initial Term: Ten (10) years, commencing on the Commencement Date.
10. Renewal Terms: This SLA will automatically renew for eight (8) additional Renewal Terms of five (5) years each (or, if applicable, such lesser number of Renewal Terms allowed by the terms of the Ground Lease attached as Exhibit 4) unless ATT provides SBA notice of its intention not to renew not less than ninety (90) days prior to the expiration of the then current Initial Term or any Renewal Term.
11. Site: SBA-Owned or Leased: _____ or SBA-Perpetual Easement: X _____.
12. Ground Lease/Amendments/Perpetual Easement]: See Exhibit 4.
13. Title Report/ Policy: See Exhibit 5.

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

14. Existing Environmental Report or NEPA: See Exhibit 6.

15. SBA Contact for Access for Emergency: Network Operations Center # (888) 950-7483

16. ATT Contact for Emergency: Network Operations Center # (800) 832-6662

17. ATT's Notice Address: NoticeIntake@att.com

18. SBA's Notice and Payment Addresses: Notices:

ATTNotices@sbsite.com

Rental Payments:
SBA Towers VII, LLC
PO Box 932890
Atlanta, GA 31193-2890
Attn: Accounts Receivable
RE: FL09636-S-02 / Lulu

19. Attachments:

Exhibit 1: Site Legal Description
Exhibit 2: Site Plan
Exhibit 3: Site Elevation
Exhibit 4: Ground Lease/Amendments/Perpetual
Easement
Exhibit 5: Title Report/Policy
Exhibit 6: Environmental Report/ NEPA
Exhibit 7: Antenna and Equipment List
Exhibit 8: Addendum(s)
Exhibit 9: Minimum Site Installation, Occupancy and
Maintenance Requirements and Specifications

[Signature Page to Follow]

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

SBA and ATT have executed this SLA as of the date last executed by both parties.

SBA TOWERS VII, LLC,
a Delaware limited liability company

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Donald Day

By: Steven Berghane

Name/Title: Donald Day, EVP- Site Leasing

Name: Steven Berghane

OR

Title: Assoc Director - Network Design Eng

Alyssa Houlihan, VP – Site Leasing

Date: 11/13/2024

Date: 11/13/2024

Witness: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Witness: _____

Printed Name: _____

Printed Name: _____



Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 1 SITE LEGAL DESCRIPTION

Site located at: 120 Se Community Dr., situated in the City of Lulu,
County of Columbia, State of Florida 32061

Legal Description:

ACCESS & UTILITY EASEMENT #1 (AS SURVEYED)

An access easement situated in the City of Lulu, County of Columbia, State of Florida, lying within the SE 1/4 of the NW 1/4 of Section 27, Township 4 South, Range 18 East and known as being a 2,497 sq. ft. access easement over and upon the lands described in deed to Barbara O'Steen by Instrument # 2006017772 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the SW Corner of the SE 1/4 of the NW 1/4 of Section 27, T4S R18E, and being the SW corner of the aforesaid lands, thence along the south line of the aforesaid lands N 89°07'42" E a distance of 178.15 feet to a point; thence N 00°00'43" W a distance of 111.85 feet to a found 1/2" iron rod; thence N 89°59'17" E a distance of 40.41 feet to the place of beginning.
Thence, along the aforesaid access easement for the following Six (6) courses and distances; 1) N 89°59'17" E a distance of 20.00 feet to a point; 2) S 00°45'10" E a distance of 50.71 feet to a point; 3) with the arc of a circular curve turning to the left with a radius of 60.17 feet, and an arc length of 94.38 feet, (chord: S 45°45'28" E a distance of 85.00 feet), to a point; 4) S 89°07'42" W a distance of 52.79 feet; 5) with the arc of a circular curve turning to the right with a radius of 80.00 feet, and an arc length of 68.76 feet, (chord: N 24°56'48" W a distance of 66.67 feet), to a point; 6) N 00°45'10" W a distance of 50.37 feet to the place of beginning. Said access & utility easement encumbering 2,497 square feet (0.0573 acres), more or less.

ACCESS & UTILITY EASEMENT #2 (AS SURVEYED)

An access easement situated in the City of Lulu, County of Columbia, State of Florida, lying within the SE 1/4 of the NW 1/4 of Section 27, Township 4 South, Range 18 East and known as being a 41,620 sq. ft. access easement over and upon the lands described in deed to P.D. Cason by Instrument # 2005011459 and also by easement agreement in Deed Book 1192 Page 918 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the SW Corner of the SE 1/4 of the NW 1/4 of Section 27, T4S R18E, and being the SW corner of the aforesaid lands, thence along the south line of the aforesaid lands N 89°07'42" E a distance of 247.32 feet to the place of beginning. Thence, along the aforesaid access easement for the following seventeen (17) courses and distances; 1) N 89°07'42" E a distance of 52.79 feet to a point; 2) N 89°07'42" E a distance of 359.51 feet to a point; 3) N 81°26'51" E a distance of 46.60 feet to a point; 4) with the arc of a circular curve turning to the right with a radius of 70.00 feet, and an arc length of 56.94 feet, (chord: S 75°15'04" E a distance of 55.38 feet), to a point; 5) S 51°56'58" E a distance of 1,425.42 feet to a point; 6) S 76°32'01" E a distance of 50.70 feet to a point; 7) with the arc of a circular curve turning to the left with a radius of 5.00 feet, and an arc length of 8.97 feet, (chord: N 52°03'42" E a distance of 7.82 feet), to a point; 8) N 00°39'26" E a distance of 89.77 feet to a point; 9) S 51°56'58" E a distance of 25.17 feet to a point; 10) S 00°39'26" W a distance of 74.48 feet to a point; 11) with the arc of a circular curve turning to the right with a radius of 25.00 feet, and an arc length of 44.86 feet, (chord: S 52°03'42" W a distance of 39.08 feet), to a point; 12) N 76°32'01" W a distance of 55.06 feet to a point; 13) N 51°56'58" W a distance of 1,429.77 feet to a point; 14) with the arc of a circular curve turning to the left with a radius of 50.00 feet, and an arc length of 40.67 feet, (chord: N 75°15'04" W a distance of 39.56 feet), to a point; 15) S 81°26'51" W a distance of 47.94 feet to a point; 16) S 89°08'39" W a distance of 360.86 feet to a point; 17) with the arc of a circular curve turning to the right with a radius of 80.00 feet, and an arc length of 57.65 feet, (chord: N 70°12'47" W a distance of 56.41 feet), to the place of beginning. Said access & utility easement encumbering 41,620 square feet (0.9555 acres), more or less.

Site ID: FL09636-S-02
 Site Name: Lulu

ATT Site ID: 10579357
 ATT Site Name: LULU
 ATT Fixed Asset #: 10579357
 ATT IWM#: WSTFL0019862
 ATT PTN#: 2620A0WDWN

GUY WIRE EASEMENT NO. 1 (AS SURVEYED)

A guy wire easement no. 1 situated in the City of Lulu, County of Columbia, State of Florida, lying within the SE 1/4 of the NW 1/4 of Section 27, Township 4 South, Range 18 East and known as being a 3,162 sq. ft. guy wire easement no. 1 over and upon the lands described in deed to Barbara O'Steen by Instrument # 2006017772 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at the SW Corner of the SE 1/4 of the NW 1/4 of Section 27, T4S R18E, and being the SW corner of the aforesaid lands, thence along the south line of the aforesaid lands N 89°07'42" E a distance of 178.15 feet to a point; thence N 00°00'43" W a distance of 111.85 feet to a found 1/2" iron rod and being the place of beginning.

Thence, along the aforesaid guy wire easement no. 1 for the following Four (4) courses and distances; 1) S 54°47'30" W a distance of 151.04 feet to a point; 2) N 35°12'30" W a distance of 20.00 feet to a point; 3) N 54°47'30" E a distance of 165.15 feet to a point; 4) S 00°00'43" E a distance of 24.47 feet to the place of beginning. Said guy wire easement no. 1 encumbering 3,162 square feet (0.0726 acres), more or less.

GUY WIRE EASEMENT NO. 2 (AS SURVEYED)

A guy wire easement no. 2 situated in the City of Lulu, County of Columbia, State of Florida, lying within the SE 1/4 of the NW 1/4 of Section 27, Township 4 South, Range 18 East and known as being a 3,435 sq. ft. guy wire easement no. 2 over and upon the lands described in deed to Barbara O'Steen by Instrument # 2006017772 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

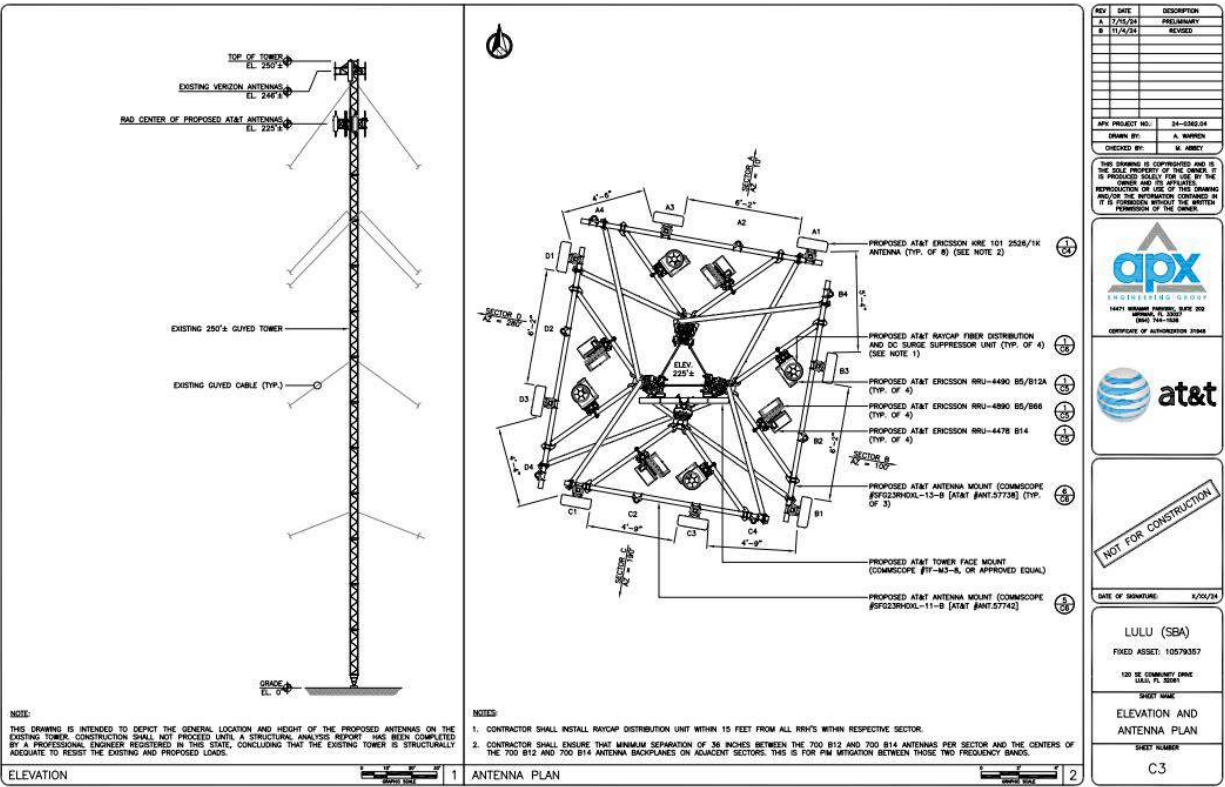
Commencing at the SW Corner of the SE 1/4 of the NW 1/4 of Section 27, T4S R18E, and being the SW corner of the aforesaid lands, thence along the south line of the aforesaid lands N 89°07'42" E a distance of 178.15 feet to a point; thence N 00°00'43" W a distance of 111.85 feet to a found 1/2" iron rod; thence N 00°00'43" W a distance of 100.00 feet to a found 1/2" iron rod; thence N 89°59'17" E a distance of 34.82 feet to the place of beginning.

Thence, along the aforesaid guy wire easement no. 2 for the following Four (4) courses and distances; 1) N 05°25'29" W a distance of 170.80 feet to a point; 2) N 84°34'31" E a distance of 20.00 feet to a point; 3) S 05°25'29" E a distance of 172.69 feet to a point; 4) S 89°59'17" W a distance of 20.09 feet to the place of beginning. Said guy wire easement no. 2 encumbering 3,435 square feet (0.0789 acres), more or less.

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 3
SITE ELEVATION



Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 4

GROUND LEASE/AMENDMENTS/PERPETUAL EASEMENT

Copy will be provided to ATT

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 5

TITLE REPORT/POLICY

Copy will be provided to ATT

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 6
ENVIRONMENTAL REPORT/ NEPA

Copy will be provided to ATT

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 7
ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed, and stacked pursuant to SBA provided structural analysis. The Equipment contained in such structural must match the Equipment as listed below, unless such Equipment has been reduced and no Structural Analysis re-run is required by SBA.

All mounting heights are approximate for the purpose of this Exhibit 7.

Note: Install shall not damage or adversely affect the safety climb or climbing facility. Any obstruction shall not harm the wire rope safety climb and/or affect the function of the wire rope safety climb top assembly, per the manufactures' original design specifications. When the safety climb and path are to be obstructed, climber fall protection anchorage attachment points shall be made available over the length of the obstruction.

ATT will place all electrical equipment (including but not limited to generators and electrical panels) within the ATT leased Premises in accordance with applicable code based on the then-current configuration and attributes of the existing equipment within ATT's Premises and its adjacent surroundings. The only exception in certain cases may be the utility meter and the main breaker, which may reside on a dedicated or shared H-Frame. Such spaces shall be available for ATT's clearance and access and should under no circumstances generate additional ground rent. In all cases, changes must be designed with all codified clearances taken into consideration. For clarity and the avoidance of doubt, this paragraph does not grant ATT any ground space entitlements or rights to install outside of ATT's leased Premises.

Antennas:

Quantity: Eight (8)
Type: Panel
Manufacturer: Ericsson
Model: KRE 101 2526/1K
Dimensions: 72" x 19.2" x 6.5"
Weight: 92.6 lbs.
Mounting Base: 222'
Mounting Center: 225'
Mounting Tip: 228'
Mounting Orientation: 10°, 100°, 190° & 280°
Mounting Downtilt: _____°

Mount Equipment:

Quantity:	Four (4) Total	
Type:	Three (3)	One (1)
Type:	Heavy Duty Sector Frame	Heavy Duty Sector Frame
Manufacturer:	CommScope	CommScope
Model:	SFG23RHDXL-13-B	SFG23RHDXL-11-B
Dimensions:	13'	11'
Weight:	800 lbs.	700 lbs.
Mounting Center:	225'	225'

Dishes:

N/A

Tower Mounted Amplifiers (TMAs):

N/A

Remote Radio Units (RRUs):

Quantity:	Twelve (12) Total		
Quantity:	Four (4)	Four (4)	Four (4)
Manufacturer:	Ericsson	Ericsson	Ericsson
Model:	4890 B25/B66	4478 B14	4490 B5/B12A
Dimensions:	20.6" x 15.7" x 7"	18.2" x 13.2" x 7.9"	20.6" x 15.6" x 7"
Weight:	68 lbs	59.4 lbs	71 lbs
Mounting Center:	225'	225'	225'

RRU Modules:

N/A

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

DC Surge Suppression Systems:

Quantity:	Four (4)	
Manufacturer:	Raycap	
Model:	DC9-48-60-24-8C-EV	
Dimensions:	25.97" x 12.43" x 9.66"	
Weight:	26.2 lbs.	
Mounting Center:	225'	
Cable:	Eight (8) Total	
Number of Lines:	Four (4)	Four (4)
Cable Type:	Fiber	DC Power
Cable Size:	0.30"	0.957"

Tower Loads:

Total Wind Load Surface Area: 15891 square inches
Total Diameter of Cables: 5.03 inches

Ground Space Requirements:

	Approximately 300 square feet	
Provided By:	ATT	ATT
Type:	Concrete Pad	Generator Pad
Dimensions:	9' x 7'	6' x 4'

ERP: N/A

Transmitter Operating Power: N/A

Generator:

Quantity:	One (1)
Type:	Diesel
Manufacturer:	Kohler
Model:	20REOZK-C
Dimensions:	72.7"L x 32"W x 95.7"H
Weight:	2250 lbs.
Location:	Within ATT's lease area
Power:	20KW

Frequencies: Transmit: 734-746, 758-768, 869-880, 890-891.5, 1970-1975, 2160-2170 MHz
Receive: 704-722, 788-798, 824-835, 845-846.5, 1760-1770, 1890-1985 MHz



Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

EXHIBIT 8

ADDENDUM TO SITE LEASE AGREEMENT

This Addendum is annexed to and forms a part of a certain Site Lease Agreement (the "SLA") dated 11/13/2024 by and between **SBA TOWERS VII, LLC** ("SBA") and **NEW CINGULAR WIRELESS PCS, LLC** ("ATT").

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

SBA and ATT hereby agree to the following additional or amended terms and conditions:

1. **SBA and AT&T: FirstNet Provision**

ATT may use the ATT Communications Equipment set forth in this SLA in connection with FirstNet. ATT's use in connection with FirstNet may cause a reclassification of the tower at the Site to a Class III or Risk Category III-IV structure, as defined in ANSI/TIA-222-G or ANSI/TIA-222-H, or a governmental authority to require modifications to the tower (in each case, a "Structural Reclassification"). If the ATT Communications Equipment, its purpose, or its use so causes a Structural Reclassification, whether that Structural Reclassification occurs before or after the installation of the ATT Communications Equipment, ATT shall reimburse SBA for the reasonable costs and expenses incurred by SBA for any modifications required, at the time of and because of the Structural Reclassification, to bring the tower into compliance with ANSI/TIA-222-G or ANSI/TIA-222-H, as applicable, or a governmental authority's requirement (the "Structural Modifications"), unless SBA and ATT otherwise mutually agree on an alternative path forward in advance of installation of the ATT Communications Equipment. ATT shall reimburse SBA for these costs and expenses within thirty (30) days of receiving an invoice for them. Upon paying these costs and expenses for the Structural Modifications, ATT will not owe any further costs and expenses related to the Structural Reclassification.

SBA understands and acknowledges that ATT may not be the exclusive cause of a Structural Reclassification. If a person or an entity other than ATT contributes to a Structural Reclassification requiring Structural Modifications, SBA and ATT shall work together in good faith to ensure that ATT pays only its pro rata share of the costs and expenses of those Structural Modifications.

Further, in the event that ATT provides SBA with inaccurate information regarding the ATT Communications Equipment, its purpose, or its use, in connection with FirstNet, ATT shall indemnify SBA against and hold SBA harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss that result from that inaccurate information. These costs include but are not limited to costs, liability, or loss arising or resulting from Structural Modifications required because of a Structural Reclassification caused by the ATT Communications Equipment, its purpose, or its use.

Site ID: FL09636-S-02
Site Name: Lulu

ATT Site ID: 10579357
ATT Site Name: LULU
ATT Fixed Asset #: 10579357
ATT IWM#: WSTFL0019862
ATT PTN#: 2620A0WDWN

In no event shall SBA's or ATT's agreement to the terms of the MLA or this SLA be deemed to be a waiver or modification of any provisions with regard to any additional or future exercise by ATT or SBA of their respective rights under the MLA or this SLA, including but not limited to provisions, if any, that limit or restrict ATT's right to (i) utilize, add or change frequencies, (ii) sublet, sublease or sublicense all or any portion of the Site, (iii) assign or transfer the MLA or this SLA, or (iv) modify, supplement, add, substitute, replace or change the ATT Communications Equipment at the Site.

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

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

ATT: NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

Steven Berghane

By: Steven Berghane

Title: Assoc Director - Network Design Eng

SBA: SBA TOWERS VII, LLC

Donald Day

By: Donald Day, EVP – Site Leasing

OR

Alyssa Houlihan, VP – Site Leasing

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EXHIBIT 9

MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

1. Pre-Installation Standards

Prior to installation, ATT must provide SBA with complete plans for approval, including a list of proposed ATT Communications Equipment, contractors, and subcontractors. No work may be performed until written (NTP) approval has been given and all criteria have been met. All ATT Communications Equipment must be placed in approved locations only, and SBA must approve any changes before the installation begins including, but not limited to mount models; antenna and radio models; transmission line quantity, weight, size, and placement; base station equipment layout. SBA or its representative shall have the right to be on site during any work on the Premises.

Safety Requirements: All contractors must be familiar with SBA specific Safety Policies and Procedures. In an event there are any incidents occurred during construction, such events must be reported to SBA immediately.

2. Installation

- (a) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the Site Structure be drilled, welded, punched or otherwise mutilated or altered.
- (b) ATT is to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (c) All outside RF equipment cabinets or Shelters must be grounded to the Premises ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2-hole lugs with Burndy type compression fittings. All external ground leads connecting to the Premises ground system shall be enclosed in a ½" non-metallic liquid-tight conduit. All inside RF equipment cabinets or Shelters must be grounded to the Premises ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2-hole lugs with Burndy type compression fittings.
- (d) All antenna lines will be electrically bonded to the Site Structure at the antenna and at the bottom of the Site Structure using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved.
- (e) All equipment cabinets or Shelters will be identified with a UV-rated placard on which ATT's name, address, 24-hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of ATT's FCC license.
- (f) All ferrous metals located outside of the Site Structure or Shelter will be either stainless steel or hot dipped galvanized, not zinc plated. All hardware must be installed according to the manufacturer's installation instructions and have locking hardware installed. Painted Site Structures will require the painting of feedlines by ATT, unless installed by SBA, prior to or before completion of the install.
- (g) All transmission lines are to be secured with factory hoist grips every 150', or as recommended by the manufacturer and secured to the Site Structure or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic tiewraps and/or bandit type hangers will not be accepted. Beam clamps or angle adapters shall never be utilized to anchor hoisting grips. Instead, all hoisting grips shall be secured to a Site Structure structural member via galvanized pinned-shackles attached directly to the grip and a Site Structure structural member. If a designated anchorage location is not available, a length of a load rated hot dipped galvanized chain shall be used. Shackles and chains

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- shall be capable of supporting a minimum of 500 lbs. or the weight of the cable being supported, whichever is greater.
- (h) All transmission lines must be properly secured and snap-ins installed at the time of the installation. Under no circumstances shall any transmission lines be free hanging or left unattended and must be immediately snapped-in.
 - (i) All transmission lines must be routed as outlined in the structural/mount analysis. Transmission lines may never be installed on Site Structure legs and must utilize waveguide ladders.
 - (j) All steel components must be in compliance with AWS D1.1, TIA/EIA 222 Latest Revision, ASTM A123, ASTM, A325, ASTM A36, ASTM A53, AISC Manual of Steel Construction 14TH Edition TIA-5053.
 - i. Steel components being installed must match the steel manufacturer's make and model numbers which were approved in structural/mount analysis.
 - ii. All steel modifications to mounts or Site Structure must be pre-approved and follow the structural/mount analysis.
 - iii. All sector frames and platforms should have a TIA-5053 Classification, and, if provided, plate or label must be installed.
 - (k) Antenna centerlines shall be within +/- 6 inches from the steel manufacturer's allotted centerline requirements and in accordance with TIA-5053. Antennas shall never be cantilevered unless structural/mount analysis has been provided directing this type of installation.
 - (l) All mechanical ground and power terminations shall have a thin layer of Sanchem "NO-OX-ID A-Special" grease applied prior to termination for corrosion mitigation. No zinc based (Noalox). No-Ox is permitted.
 - (m) All conduit must be installed at a minimum depth of 30" or 5" below frost line. All ground ring systems must be installed at a minimum of 36" deep. Conduits shall be routed along the perimeter of the Premises compound, when possible, with metal trace tape installed. All disturbed soil must be compacted with mechanical tempers to prevent sagging.

3. **General**

- (a) ATT must comply with any applicable instructions regarding any Site security system.
- (b) Gates will remain closed at all times unless entering or exiting the Premises and Site. When leaving the Premises and Site, ensure that all gates are locked and, if there is a security system, it is armed.
- (c) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from SBA.
- (d) This SLA does not guarantee parking space. If space is available, park only in the designated areas.
Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Premises.
- (e) Do not adjust or tamper with thermostats or HVAC systems.
- (f) Access to the Shelter roof is restricted to authorized maintenance personnel.
- (g) All contractors and Premises visitors must contact SBA NOC upon entering the Site.
- (h) Contractors shall not affect existing Safety climb systems without notifying SBA. It will be the contractor's responsibility to correct any trapped or damaged Safety climb systems.
- (i) Lighting systems shall never be obstructed.

Contact quality@sbsite.com or asksafety@sbsite.com for questions regarding SBA Quality/Safety.

