

State: OKLAHOMA
City: OKLAHOMA CITY
Market: OKLAHOMA CITY
Cell I.D.: I235 & 50th

ORIGINAL

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (This "Lease") is entered into this 27 day of September, 1995 ("Execution Date") between Howard V. Melton ("Landlord"), and Midwest Cellular Telephone Company, d/b/a Cellular One, a general partnership ("Tenant").

1. **Premises.**

a. Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

b. The Premises, located in Oklahoma County, Oklahoma, comprises 2,500 square feet.

2. **Term.**

a. The initial term of this Lease shall be five years, commencing on November 1, 1995 (the "Commencement Date"), and terminating at Midnight on October 31, 2000.

b. If Tenant shall not have obtained all Governmental Approvals on or before the date first specified in 2(a) above, then Tenant shall, by notice to Landlord, have the right to cancel all rights and obligations under this Lease.

3. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of cellular telephone and radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or

after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests, which determine shall be reasonable. Landlord also agrees that if, based on the result of any environmental investigation or inquiry, Tenant reasonably determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

4. **Rent.**

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Five Thousand Dollars (\$5,000.00) annually ("Rent"). Rent shall be payable on the first day of each lease year, in advance, to Howard E. Melton, at Landlord's address specified in paragraph 13 below.

b. If this Lease is terminated at a time other than on the last day of a lease term for any reason other than a default by Tenant, Rent shall be prorated as of the date of termination and all prepaid Rents shall be refunded to Tenant.

5. **Renewal.**

a. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased at the beginning of each term by a percentage equal to fifteen percent (15%) of the rent paid over the preceding term.

b. This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

c. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, and any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). Landlord's prior consent to the plans and specifications for such buildings and other improvements shall be required but shall not be unreasonably withheld or delayed. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right and the duty to remove the Antenna Facilities upon termination of this Lease.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

c. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition.

d. Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

e. As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

f. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

a. if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue;

b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

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

a. upon ten (10) days' written notice in the event of a Default (as defined above);

b. upon one (1) year's written notice by Tenant, if Tenant, due to circumstances beyond Tenant's control, is unable to obtain, maintain, or otherwise forfeits any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

c. upon one (1) year's written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall continue until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

d. at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

10. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant. In the event the taxing authority separately taxes the Premises or the Antenna Facilities

directly to Tenant, then Tenant shall be responsible for paying said taxes directly when due.

11. Insurance and Subrogation.

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

b. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

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

If to Landlord, to:

Howard E. Melton
4408 N. Sewell
Oklahoma City, OK 73118

If to Tenant, to:

Midwest Cellular Telephone Company
d/b/a Cellular One
13801 Wireless Way
Oklahoma City, Oklahoma 73134-2500
Attn: Contracts Administrator

with a copy to:

McCaw Cellular Communications, Inc.
Southwest Region Legal Department
5757 Alpha Road, Suite 1000
Dallas, Texas 75240
Attn: Elizabeth L. Wallin

14. Quiet Enjoyment, Title and Authority.

a. Landlord covenants and warrants to Tenant that Landlord has full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; the Premises constitute a legal lot; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

b. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. Environmental Laws.

a. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

b. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from Tenant's activities on the Property.

c. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

d. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. Assignment and Subleasing.

a. Upon Landlord consent, which consent will not be unreasonably withheld, Tenant may assign this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet this Lease, upon Landlord's consent, which consent shall not be unreasonably withheld.

b. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Any such mortgage shall be subordinate to Landlord's interest in the right to receive rental proceeds from the Premises.

17. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

19. Miscellaneous.

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

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

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

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

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

f. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

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

h. Tenant agrees to comply with all governmental laws, rules, and regulations.

Signed by the parties on the Execution Date specified on page 1.

LANDLORD:

HOWARD E. MELTON

By *Howard E. Melton*
Howard E. Melton
Its Owner

TENANT:

MIDWEST CELLULAR TELEPHONE COMPANY
d/b/a Cellular One

By *William M. Malloy*
William M. Malloy
Its District General Manager

STATE OF OK.)
County of OK.)

ss.

On this 27th day of September, 1995, before me personally appeared Howard E. Melton, the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dorothy Kay Eldridge
NOTARY PUBLIC in and for the
State of Oklahoma
My commission expires June 28, 1997

STATE OF OKLAHOMA)
) ss.
County of Oklahoma)

On this 3rd day of October, 1995, before me a Notary Public in and for the State of Oklahoma personally appeared William M. Malloy known to me to be the District General Manager of Midwest Cellular Telephone Company, the partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Karen D. Malloy
NOTARY PUBLIC in and for the
State of Oklahoma.
My commission expires July 31, 1998

EXHIBIT A

to the Site Lease Agreement dated 9/27/95,
between Howard E. Melton, as Landlord,
and Midwest Cellular Telephone Company,
d/b/a Cellular One, as Tenant

Legal Description

The property is legally described as follows:

All of Lot 52 in Oklahoma Industries Industrial District,
Oklahoma City, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

Page 1 of 2

to the Site Lease Agreement dated 9/27/95,
between Howard E. Melton, as Landlord,
and Midwest Cellular Telephone Company,
d/b/a Cellular One, as Tenant

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

A STRIP, PIECE OR PARCEL OF LAND LYING IN LOT 52, OKLAHOMA INDUSTRIES INDUSTRIAL DISTRICT TO OKLAHOMA CITY, OKLAHOMA, BEING PART OF THE EAST HALF (E/2), SECTION 16, T 12N, R 3W IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 35.00 FEET; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET); THENCE N 00° 06' 51" E FOR A DISTANCE OF 34.00 FEET TO THE POINT OR PLACE OF BEGINNING; THENCE S 89° 53' 09" E FOR ADISTANCE OF 50.00 FEET; THENCE S 00° 06' 51" W FOR A DISTANCE OF 50.00 FEET; THENCE N 89° 53' 09" W FOR A DISTANCE OF 50.00 FEET; THENCE N 00° 06' 51" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 2500 S.F. OR 0.057 ACRES MORE OR LESS.

The location of the Driveway Easement within the Property is more particularly described or depicted as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 35.00 FEET TO THE POINT OR PLACE OF BEGINNING AND BEING SIX FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (A CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE



EXHIBIT B

Page 2 of 2

to the Site Lease Agreement dated 9/27/95,
between Howard E. Melton, as Landlord,
and Midwest Cellular Telephone Company,
d/b/a Cellular One, as Tenant

OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (A CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET) TO THE POINT OR PLACE OF ENDING, CONTAINING 1793.6 S.F. OR 0.041 ACRES MORE OR LESS.

The location of the Utility Easement within the Property is more particularly described or depicted as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 35.00 FEET; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET); THENCE S 00° 06' 51" W FOR A DISTANCE OF 11.00 FEET TO THE POINT OR PLACE OF BEGINNING AND BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 83° 55' 22" W FOR A DISTANCE OF 33.31 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 10.00 UTILITY EASEMENT AS SHOWN ON LOT 52 OF SAID OKLAHOMA INDUSTRIES INDUSTRIAL DISTRICT AND TO THE POINT OR PLACE OF ENDING, CONTAINING 333.1 S.F. OR 0.008 ACRES MORE OR LESS.



EXHIBIT D

to the Site Lease Agreement dated 9/27/95,
between Howard E. Melton, as Landlord,
and Midwest Cellular Telephone Company,
d/b/a Cellular One as Tenant

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., and Oklahoma State Laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between Timothy T. Silvester ("**Landlord**") and Cellco Partnership d/b/a Verizon Wireless ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated September 27, 1995 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower manages, operates and maintains the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before August 21, 2015; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on November 1, 1995. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default

ATC Site No: 419490
VZW Site No: 230557
Site Name: Melton Park OK

by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on November 1, 2016, and on each successive annual anniversary thereof, the rent payable from Tenant to Landlord under the Lease (the "**Rent**") shall increase by an amount equal to three percent (3%) of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to Tim Silvester. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise

its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2012 NW 40th St, Oklahoma, OK 73118; To Tenant at: Cellco Partnership, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may

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designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.


11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of a lien and security interest in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights of foreclosure with respect to any lien or security interest. Provided that Tenant (or American Tower) gives Landlord written notice of any such mortgagee, Landlord shall recognize Tenant's Mortgagee as "Tenant" hereunder in the event Tenant's Mortgagee exercises its right of foreclosure. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Tenant's Mortgagee.

[SIGNATURES FOLLOW ON NEXT PAGE]

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LANDLORD:

Timothy T. Silvester

Signature: 

Print Name: Timothy T. Silvester

Date: 8.24.15

[SIGNATURES CONTINUE ON NEXT PAGE]

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VZW Site No: 230557
Site Name: Melton Park OK

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: 

Print Name: **Shawn Lanier**

Title: **Vice President - Legal**

Date: **9-23-15**

ATC Site No: 419490
VZW Site No: 230557
Site Name: Melton Park OK

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A strip, piece or parcel of land lying in Lot 52, Oklahoma Industries Industrial District, Oklahoma City, Oklahoma, according to the recorded plat thereof, being part of the E/2, Section 16, T12N, R3W, Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Commencing at the Southernmost corner of Lot 52, as platted, thence due East to the centerline of the abandoned BNSF RR spur, formerly the ATSF RR spur, thence North along the centerline of said RR spur, a distance of 480.00 ft. to a POINT OF BEGINNING; Thence N 28° 00' 00" W a distance of 223 .00 ft. to a point on the West line of Lot 52; Thence Northerly along the West line of Lot 52 a distance of 465.00 ft. to the NW corner of Lot 52; Thence Easterly along the North line of Lot 52 a distance of 305.50 ft. to the centerline of said abandoned BNSF/ATSF RR spur, being 25 ft. due East of the NE corner of Lot 52 as platted; Thence Southerly along the centerline of said abandoned BNSF/ATSF RR spur a distance of 534.00 ft. to the POINT OF BEGINNING. Containing 2.41 acres more or less. The above legal description contains the 0.42 acre conveyance to Blake A. Perry, dated September 16, 1993 at Book 6491, Page 1724, Oklahoma County Clerk's Records. It is also an intention of this deed to convey an undefined 30 ft. wide strip along the West edge of the above legal description, for the purpose of ingress and egress to the South part of Lot 52.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 2,500 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A STRIP, PIECE OR PARCEL OF LAND LYING IN LOT 52, OKLAHOMA INDUSTRIES INDUSTRIAL DISTRICT TO OKLAHOMA CITY, OKLAHOMA, BEING PART OF THE EAST HALF (E/2), SECTION 16, T 12N, R 3W IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 39.00 FEET; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET); THENCE N 00° 06' 51" E FOR A DISTANCE OF 34.00 FEET TO THE POINT OR PLACE OF BEGINNING; THENCE S 89° 53' 09" E FOR A DISTANCE OF 50.00 FEET; THENCE S 00° 06' 51" N FOR A DISTANCE OF 50.00 FEET; THENCE N 89° 53' 09" W FOR A DISTANCE OF 50.00 FEET; THENCE N 00° 06' 51" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 2500 S.F. OR 0.057 ACRES MORE OR LESS.

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EXHIBIT A (continued)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Access

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 35.00 FEET TO THE POINT OR PLACE OF BEGINNING AND BEING SIX FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (A CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (A CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET) TO THE POINT OR PLACE OF ENDING, CONTAINING 1793.6 S.F. OR 0.041 ACRES MORE OR LESS.

Utilities

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 52 OF SAID ADDITION; THENCE N 89° 42' 13" E ON THE NORTH LINE OF SAID LOT 52 FOR A DISTANCE OF 35.00 FEET; THENCE S 00° 06' 51" W FOR A DISTANCE OF 33.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 26.38 FEET (CHORD BEARING OF S 07° 26' 34" E AND CHORD DISTANCE OF 26.30 FEET); THENCE S 15° 00' 00" E A DISTANCE OF 59.51 FEET TO A POINT CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.77 FEET FOR AN ARC DISTANCE OF 29.76 FEET (CHORD BEARING OF S 52° 26' 16" E AND CHORD DISTANCE OF 27.69 FEET); THENCE S 00° 06' 51" W FOR A DISTANCE OF 11.00 FEET TO THE POINT OR PLACE OF BEGINNING AND BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 83° 55' 22" W FOR A DISTANCE OF 33.31 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 10.00 UTILITY EASEMENT AS SHOWN ON LOT 52 OF SAID OKLAHOMA INDUSTRIES INDUSTRIAL DISTRICT AND TO THE POINT OR PLACE OF ENDING, CONTAINING 333.1 S.F. OR 0.008 ACRES MORE OR LESS.

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