

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

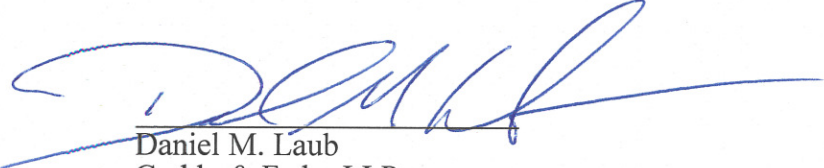
APPLICATION OF SBA TOWERS III (SBA)  
AND NEW CINGULAR WIRELESS PCS, LLC  
(AT&T) FOR A CERTIFICATE OF  
ENVIRONMENTAL COMPATIBILITY AND  
PUBLIC NEED FOR THE CONSTRUCTION,  
MAINTENANCE AND OPERATION OF A  
TELECOMMUNICATIONS TOWER IN  
NORTH STONINGTON, CONNECTICUT

DOCKET NO. 420

September 19, 2011

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE  
OF THE EXACT MONTHLY RENT AND FINANCIAL TERMS INCLUDED IN THE  
LEASE AGREEMENTS BETWEEN SBA AND LESSORS

In furtherance of the Council's ruling in Docket 366, the Applicants respectfully move for a protective order related to the disclosure of the exact monthly rent in the respective lease agreements with A) Tucker Village LLC; B) Eric H. Berg, Jr., Eric John Berg and Evan E. Berg and C) Paul R. Buehler (collectively "Landlords"). The Siting Council's evaluation of SBA and AT&T's proposed facility should not be based on the financial terms of SBA's agreement with these Landlords as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, SBA considers the specific amount of rent and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the specific monthly rent of the lease agreement between SBA and the Landlord as well as other financial terms is not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, unredacted copies of the lease pages specifying the monthly rent and other financial terms has been provided in the included sealed envelope and marked "Confidential: Disclosure of the Contents is Bound by Protective Order Issued by the Siting Council" with a redacted copy of the leases attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Daniel M. Laub  
Cuddy & Feder LLP

## Attachment A

## OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **TUCKER VILLAGE LLC**, a Connecticut limited liability company, its successors and assigns, having an address of 23B Bittersweet Drive, Gales Ferry, Connecticut 06335-0577, Federal Tax ID 26-1266982, hereinafter referred to as "Lessor", and **SBA TOWERS II LLC**, a Florida limited liability company, 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 \_\_\_\_\_, 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 two (2) additional one (1) year periods upon written notification to Lessor by Lessee accompanied by the payment of an additional \_\_\_\_\_ at each renewal, delivered to Lessor prior to the end of the current 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. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

(c) During the Option Period, Lessee shall have the right to enter Lessor'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 provision 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 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 49 Mountain Avenue, Town of North Stonington, County of New London, State of Connecticut, Property Parcel ID 45-0832 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 as depicted in Exhibit A (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, conditioned or delayed.

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 nine (9) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew at least one hundred twenty (120) days prior to commencement of the succeeding renewal term.

4. Rent. During each year of the Term following the Commencement Date, the Lessee agrees to pay to the Lessor, without demand or set off, in lawful money of the United States, at the address specified in this Lease or at such other location as the Lessor may hereafter designate in writing \_\_\_\_\_

For the convenience of the Lessor, the Rent shall be paid in advance for each year of this Lease. Beginning with the second (2nd) year of the Lease and every year thereafter, the then current monthly rental fee will be increased by three \_\_\_\_\_ percent per year. If Lessee fails to pay its rent following fifteen (15) days written notification from Lessor, and the same is more than thirty (30) days past due, Lessee shall be deemed to have materially breached this Lease. Notwithstanding all other remedies available at law or equity (including the termination of this Lease), Lessor shall have the right to accelerate all rents and charges due Lessor from Lessee for the remainder of the then current term.

In addition to the Rent, Lessor shall receive an additional ten \_\_\_\_\_ percent revenue sharing beginning with the second (2nd) carrier for each PCS Broadband, ESMR or Cellular sublessee using the Structures or the Leased Space. Notwithstanding the foregoing, all Rent contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. Lessee shall provide Lessor a summary report listing the sublessees on the tower and the sublessee's monthly rent with Lessor's monthly rent check. In the event the first (1st) sublessee is no longer a tenant on the Site, the second (2nd) sublessee who collocated on the Site will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section.

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, as more specifically set forth in Exhibit A. 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, conditioned 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 thirty (30) business days after Lessee's notice of its intent to exercise the Option, or within thirty (30) 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 a result of a 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 fifteen (15) days of Lenders' request made within thirty (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 a 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 a 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 any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect 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. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements. The Lessee covenants that it will keep the tower in good repair as required by all federal, state, and local laws. The Lessee shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of tower. The Lessee shall install and operate the Lessee's equipment in full compliance with all applicable statutes, ordinances, rules, and regulations of the Federal Communications Commission, the Federal Aviation Agency, and all



governmental authorities having jurisdiction over the Premises and the tower. The Lessor shall have no responsibility for the licensing, operation, and/or maintenance of the Lessee's equipment.

9. **Assignment and Subleasing.** Lessee is expressly permitted to assign, or transfer its rights under this Lease to entities controlling, controlled by or under common control with Lessee. Any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Otherwise, Lessee may not assign this Lease without the prior written consent of Lessor, which will not be unreasonably withheld, delayed or conditioned. Lessee shall have the right to freely sublet or transfer space to third parties on the Leased Space without obtaining the prior written consent of Lessor. 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, which consent will not be unreasonably withheld, delayed or conditioned. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

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: Tucker Village LLC  
P.O. Box 577,  
Gales Ferry, CT 06335-0577  
Telephone: (860) 464-5678  
Fax: (860) 464-6329  
Email: NBW@aol.com

With copies to: Arthur V. Belendiuk  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Ave., N.W.  
Suite 301  
Washington, D.C. 20016  
Telephone (202) 363-4559  
Fax: (202) 363-4266  
Email: abelendiuk@fccworld.com

Rent Payable to: Tucker Village LLC

To Lessee: SBA Towers II LLC  
5900 Broken Sound Parkway, N. W.  
Boca Raton, FL 33487-2797  
RE: North Stonington 3 / CT11796-S  
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 a 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, in accordance with Exhibit A. 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. The Lessee, upon termination of the Lease, shall, within ninety (90) days remove the Lessee's Structures and all other personal property and otherwise restore the Premises to a level of two (2) feet below grade and to its original condition, reasonable wear and tear excepted. If such time for removal causes the Lessee to remain on the Premises after termination of this Lease, the Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the antennas, fixtures and all personal property are completed.

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 [REDACTED] 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 (30) 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, from an insurance company with an A.M Best rating of A V or better or an S&P rating of A- or better, covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than [REDACTED]. On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessor as an additional insured with respect to the Premises, 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 (30) days prior written notice to the Lessee of any cancellation of such policy. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties

leased or owned 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 any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and including Lessee's improvements thereon Lessor agrees to furnish proof of the increase to Lessee. Lessor shall submit to Lessee a letter from the local tax assessor indicating the increase in taxes attributable to Lessee's wireless communications facility or a tax card prior to the addition of the wireless communications facility and one tax card after the addition of the wireless communications facility.

**15. Maintenance.** Lessee will maintain the Leased Space, equipment and Structures in good condition and state of repair. Lessee shall be solely responsible for the security of the Lessee's Structures. 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) In the event Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes or determines that the Premises is no longer compatible for its intended use or for any reason, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor. If Lessee

terminates this Lease pursuant to this section 17(a), Lessee shall pay the Lessor the equivalent of six (6) months of the then-current rent (the "Termination Fee") as liquidated damages. Notice of the Lessee's exercise of its right to terminate pursuant to this section shall be given to Lessee, in writing, pursuant to the terms of Section 10 herein. All rentals paid to said termination date shall be retained by the Lessor.

(b) Lessor may only terminate this Lease, at its option, in the event of a non-monetary default by Lessee 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 non-monetary 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 non-monetary default will be excused if due to causes beyond the reasonable control of Lessee. In addition, Lessor may terminate this Lease at its option, in the event Lessee fails to pay Rent when due, which default or failure is not cured within ten (10) days after Lessee's receipt of such default or failure. No such failure to cure a monetary default, however will be deemed to exist if Lessee has commenced to cure such default within said period provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a monetary default will be excused if due to causes beyond the reasonable control of Lessee.

If the Premises should be deserted or vacated by the Lessee for a period exceeding six (6) months in length or if proceedings are commenced against the Lessee in any court for bankruptcy or for the appointment of a Trustee or a Receiver of the Lessee's property and such action has not been vacated within one hundred twenty (120) days after such commencement or appointment, the Lessor may immediately terminate the Agreement upon written notice to 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, as set forth in Exhibit A.

**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. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. 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) Lessee agrees to indemnify, defend and hold harmless Lessor, 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, damages, liabilities, demands, interest, fines, penalties and expenses, consultant's fees and expenses, court costs, attorney's fees and all other out of pocket expenses, suffered or incurred by Lessor and its grantors as a result of any hazardous materials introduced on the Leased Space by Lessee.

(e) 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.

(f) 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 material'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.** The parties represent and warrant that they have 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 the parties agree to indemnify and hold each other 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.

**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 or company who is in telecommunications or is a lease consolidator ("Offer") to sell, assign, convey, lease or otherwise transfer its interest in the Leased Space, 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 Leased Space (other than the conveyance of fee simple title to the entire Leased Space) to any third party or company who is in telecommunications or is a lease consolidator without the prior written consent of Lessee, which shall not be unreasonably withheld. For the purposes of the Right of First Refusal a lease consolidator shall mean a person or entity that has a portfolio of five (5) or more cell tower leases or cell towers at the time of transfer.

**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: TUCKER VILLAGE, LLC,  
a Connecticut limited liability company

By: [Signature]

Name: Nathan B. Weiss

Title: Member

Date: 1/19/10

LESSEE: SBA TOWERS II LLC,  
a Florida limited liability company

By: [Signature]

Name: Alyssa Houlihan

Title: Director of Leasing

Date: 1/21/10

Witness: [Signature]

Print Name: Shelley Weiss

Witness: [Signature]

Print Name: Sharon Costello

Witness: [Signature]

Print Name: NAO PARK

Witness: [Signature]

Print Name: JILL JAWSON

**Notary Public:**

I do hereby certify that Nathan B. Weiss, 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 19 day of January, 2010.

[Signature]  
Notary Signature  
Commissioner of Sup. Ct.

Witness my hand and seal this 21st day of January, 2010.

[Signature]  
Notary Signature

NOTARY PUBLIC-STATE OF FLORIDA  
Wendy Carrick  
Commission # DD933314  
Expires: NOV. 30, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.



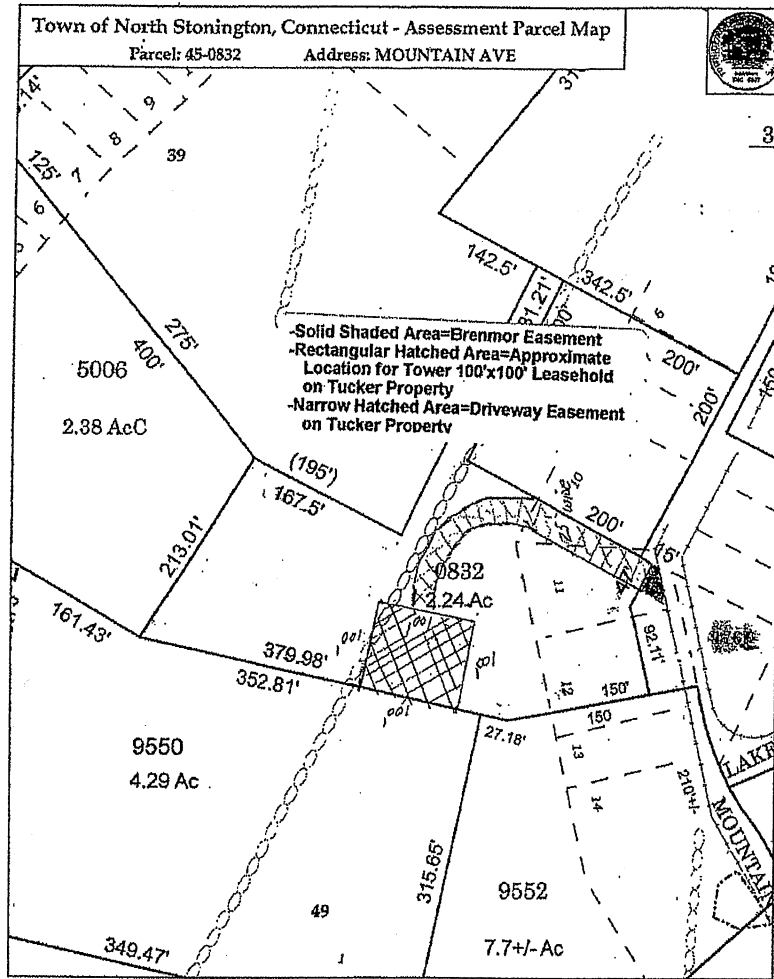
### EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises  
Lot Identified as "0832 2.24Ac"

(not to scale and only approximate in location)

The Lease Space shall consist of 10,000 (100'x100') 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 Premises in the approximate locations as depicted below:

#### DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY



Site Name: North Stonington 3  
Site No: CT11796-S

Initials: NW

Initials: pet

**EXHIBIT B**

**LEGAL DESCRIPTION  
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,000 (100' x 100') 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 Premises in the approximate locations as depicted below:

**DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY**

**SCHEDULE A**

A certain tract or parcel of land located on the westerly side of Mountain Avenue, a private road, in the Town of North Stonington, County of New London and State of Connecticut. Said parcel is shown on a plan entitled "BOUNDARY LINE ADJUSTMENT PLAN PROPERTY OF BRENMOR PROPERTIES LLC MOUNTAIN AVENUE NORTH STONINGTON, CONNECTICUT SCALE: 1" = 40' November 2004 DATED NOVEMBER 4, 2004", hereinafter referred to as the "Plan", said Plan is on file in the North Stonington Town Clerk's office as Map #2124, said parcel bounded and described as follows:

Beginning at a point offset 15± feet westerly from the westerly line of the travel portion of Mountain Avenue, marking the southerly corner of land now or formerly of Maurice P. Baron and

thence running S 48° - 09' - 44" E, 15.00 feet to a point set marking the easternmost corner of the herein described parcel, said point offset 5.00± feet westerly from the westerly line of the travel portion of Mountain Avenue, and being in the westerly line of land now or formerly of Richard LaPere and

thence running S 41° - 50' - 16" W, 47.00 feet to an angle point set in the westerly line of said LaPere land and being the northeasterly corner of land now or formerly of Brenmor Properties LLC, being a portion of the herein described parcel and

Initials: NRW

Initials: RL



EXHIBIT B

LEGAL DESCRIPTION – Continued

thence running S 00° - 04' - 16" W, 92.11 feet to a point set in the easterly line of said Brenmor land to a point set marking a northeasterly corner of land now or formerly of WACO, LLC and the southeasterly corner of the herein describe parcel. The last three (3) courses running along the centerline of the right of way for Mountain Avenue and

thence running N 89° - 55' - 44" W, 150.00 feet to an angle point set marking the southwesterly corner of the said Brenmor land and a southeasterly corner of "LAND TO BE CONVEYED FROM WACO LLC TO BRENMOR PROPERTIES LLC" and

thence running N 63° - 00' - 26" W, 379.98 feet to a point set marking the southeasterly corner of land now or formerly of DONALD G. COLLIER & PRICILLA J. COLLIER, and the westernmost corner of the herein described parcel and

thence running N 44° - 59' - 30" E, 213.01 feet to an angle point set marking the northeasterly corner of said Collier land, a northwesterly corner of the herein described parcel and in the southwesterly line of land shown as now or formerly of Name Suppressed and

thence running S 49° - 37' - 21" E, 167.50 feet to an angle point set marking the southernmost corner of said Name Suppressed land and

thence running N 40° - 22' - 39" E, 296.00 feet to an angle point set marking a northeasterly corner of said Name Suppressed land and in the southerly line of land now or formerly of Stephen T. & Karen K. Colgan, and

thence running S 48° - 09' - 44" E, 31.21 feet along the southerly line of said Colgan land to an angle point set marking the northwesterly corner of said Baron land and

thence running S 41° - 50' - 16" W, 200.00 feet to an angle point set marking the southwesterly corner of said Baron land and

thence running S 48° - 09' - 44" E, 200.00 feet to the point of beginning.

Said premises are conveyed subject to easements, restrictions and agreements as of record appear, building and building line restrictions, any and all provisions of municipal ordinances including planning, zoning, conservation and inland wetland regulations of the Town of North Stonington, public or private law and taxes to the Town of North Stonington, Connecticut hereafter coming due.

RECEIVED

Initials: VRB

Initials: PL

## Attachment B

## OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between ERIC H. BERG, JR., ERIC JOHN BERG AND EVAN E. BERG, having an address of 23 NW Corner Road, North Stonington, Connecticut 06359, hereinafter referred to as "Lessor", and SBA TOWERS III LLC, a Florida limited liability company, 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 [REDACTED] (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 two (2) additional one (1) year periods upon written notification to Lessor by Lessee accompanied by the payment of an additional [REDACTED] (the "Additional Option Fee") at each renewal, delivered to Lessor prior to the end of the current 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 (as defined below), 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. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor'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 provision 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 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 25 NW Corner Road, Town of North Stonington, County of New London, State of Connecticut 06359, Property Parcel ID: 56-2831 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, conditioned or delayed.

**3. Term.** The initial term of this Lease will be ten (10) 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 eight (8) 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 (1<sup>st</sup>) year of the Lease will be [REDACTED] (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 second (2nd) year of the Lease and every year thereafter, the then current monthly rental fee will be increased by [REDACTED] percent. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

**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> |
|----------------------------|---------------------|
| _____                      | _____               |
| _____                      | _____               |

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.**

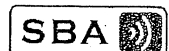
(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder 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 a result of a 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 fifteen (15) days of Lenders' request made within thirty (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 a 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 a 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 any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect 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. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

**9. Assignment and Subleasing.** Lessee is expressly permitted to assign, or transfer its rights under this Lease to entities controlling, controlled by or under common control with Lessee. Any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Otherwise, Lessee may not assign this Lease without the prior written consent of Lessor, which will not be unreasonably withheld, delayed or conditioned. Lessee shall have the right to freely sublet or transfer space to third parties on the Leased Space without obtaining the prior written consent of Lessor. 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. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

**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: Eric H. Berg, Jr.  
23 NW Corner Road  
North Stonington, CT 06359  
Phone # - (860) 608-0152

Rent Payable to: Eric H. Berg, Jr.

To Lessee: SBA Towers III LLC  
5900 Broken Sound Parkway, N. W.  
Boca Raton, FL 33487-2797  
RE: North Stonington 3/CT11796-S  
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 a 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 shall restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control.

**12. Insurance.** 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 [REDACTED] which will name Lessor as an additional insured party. 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 (10) 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 (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned 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 any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and including Lessee's improvements thereon 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. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(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 or create any 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, with such notice giving Lessee the right to purchase the Leased Space for a pro-rata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Space 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 Leased Space or 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.

The right of first refusal shall not apply to Lessor transferring the Leased Space and/or Premises into a Living Trust or to immediate family members.

**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: ERIC H. BERG, JR.

LESSEE: SBA TOWERS III LLC,  
a Florida limited liability company

By: Eric H. Berg Jr.  
Eric H. Berg, Jr.

By: [Signature]  
Alyssa Houlihan

Title: Owner

Title: Director of Leasing

Date: May 28, 2011

Date: 05/11/11

Witness: [Signature]  
Print Name: Kelly Maxem

Witness: [Signature]  
Print Name: Graciela Cortés

Witness: [Signature]  
Print Name: ELAINE T HULSE

Witness: [Signature]  
Print Name: Grail, Ingram

**Notary Public:**

I do hereby certify that ERIC H. BERG, JR., 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 28 day of MAY, 2011.

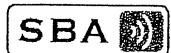
Witness my hand and seal this 15<sup>th</sup> day of June, 2011.

[Signature]  
Notary Signature

[Signature]  
Notary Signature

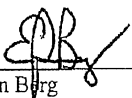
**ELAINE T. HULSE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2014

NOTARY PUBLIC-STATE OF FLORIDA  
Wendy Carrick  
Commission # DD933314  
Expires: NOV. 30, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.



LESSOR: ERIC JOHN BERG

LESSOR: EVAN E. BERG

By:   
Eric John Berg

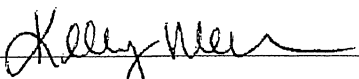
By:   
Evan E. Berg

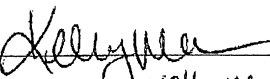
Title: Owner


Title: Owner


Date: May 28, 2011

Date: 5/28/2011

Witness:   
Print Name: Kelly Meakem

Witness:   
Print Name: Kelly Meakem

Witness:   
Print Name: ELAINE T. HULSE

Witness:   
Print Name: ELAINE T. HULSE

**Notary Public:**

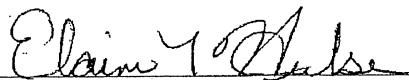
I do hereby certify that ERIC JOHN BERG, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

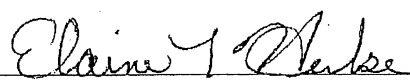
**Notary Public:**

I do hereby certify that EVAN E. BERG, 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 28 day of MAY, 2011.

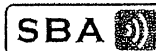
Witness my hand and seal this 28 day of MAY, 2011.

  
Notary Signature

  
Notary Signature

**ELAINE T. HULSE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2014

**ELAINE T. HULSE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2014

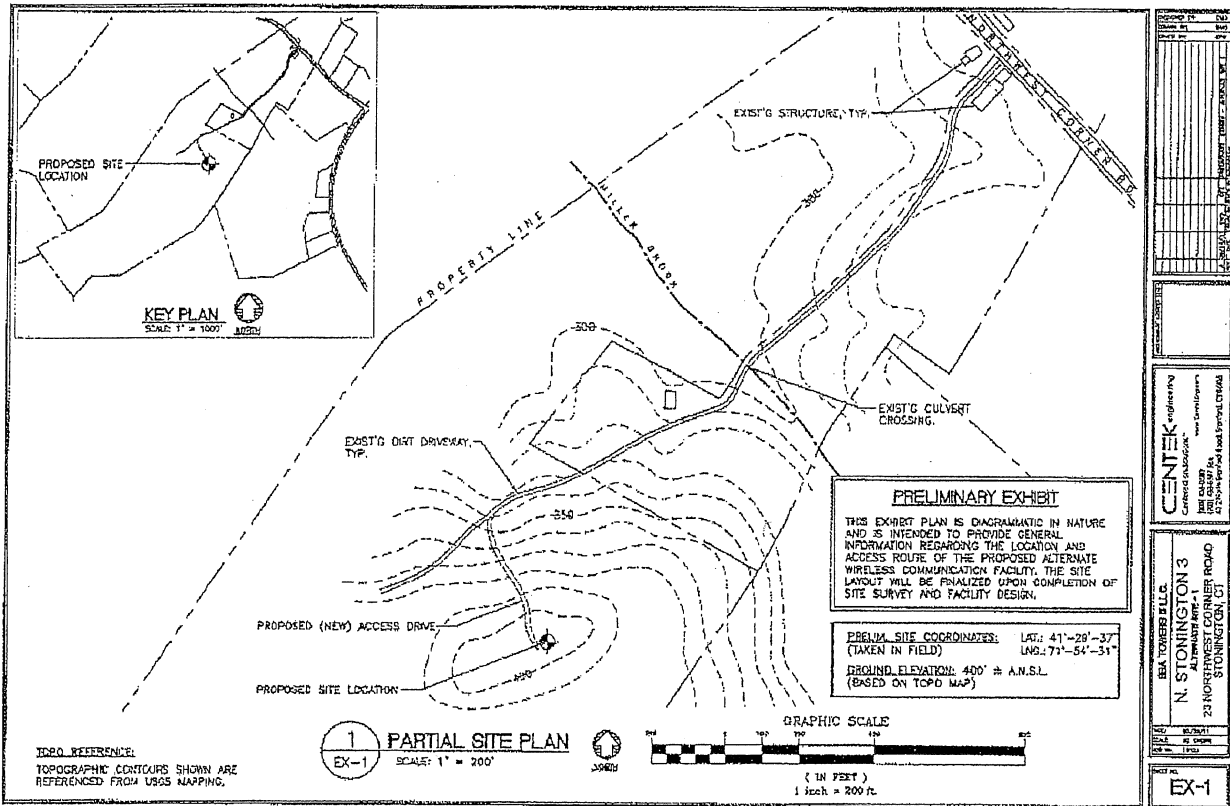


**EXHIBIT A**

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 (100' x 100') 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 Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY



Initials: E.A.B.  
Initials: F.J.B.  
E.F.B.  
W.C.

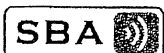


EXHIBIT B

LEGAL DESCRIPTION  
ATTACH LEGAL DESCRIPTION FROM DEED

The Leased Space shall consist of 10,000 (100' x 100') 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 Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

A certain tract or parcel of land with a dwelling house, barn and other buildings thereon standing, situated in the Town of North Stonington, County of New London and State of Connecticut, containing by estimation 11.5 acres, more or less, bounded and described as follows:

Northerly and westerly by lands now or formerly of Samuel Barnes and wife, lands now or formerly of Lafayette F. Maine and Thomas B. Hewitt, southerly by lands now or formerly of Otto Anderson, Armana D. Maine, Thomas E. Maine, George Ingalls and Thomas B. Hewitt and easterly by land now or formerly of Otto Anderson, reserving an existing small burying ground in the southerly part of said farm.

RESERVING HOWEVER, from the interest in the premises being conveyed, a LIFE ESTATE in the dwelling located at 25 Northwest Corner Road and a strip of land on which the dwelling is located being the entire highway frontage, 400 feet in width and parallel to the highway. This reserved life use parcel is subject to a right of way 50 feet in width along its westerly boundary to provide the Releasees access to the rear land for ingress, egress and utilities. Notwithstanding the above, should the premises conveyed herein not be occupied by the Releasor as her residence for a continuous period of twelve (12) months then the life estate reserved herein shall terminate.

Said premises are subject to an easement granted to Connecticut Light and Power Company dated April 26, 1979 and recorded May 24, 1979 in Volume 53, Pages 1063 and 1064 of the North Stonington Land Records.

Excepting therefrom that tract or parcel of land deeded to Eric Berg, Jr. and Marilyn Berg by Warranty Deed dated January 19, 1979 and recorded January 23, 1979 in Volume 53, Pages 626 and 627 of the North Stonington Land Records.

Being the same premises conveyed to the Releasor by Quit Claim Deed from Eric H. Berg to Rose-Jean Berg and Eric H. Berg dated June 20, 1990, and recorded in Volume 83 at Page 488 of the North Stonington Land Records.

Said premises are subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

**RESTRICTION AND RIGHT OF FIRST REFUSAL.** The property conveyed herein is subject to the following Restriction and Right of First Refusal in favor of the Releasees herein and Cheree Miner, the Releasor's daughter. In the event of a proposed sale or transfer by the owner of a fee interest in the property to a third party who is not a lineal descendant of the Releasor, the Selling Party shall notify the other Releasees herein and Cheree Miner, in writing, by certified mail, of the intent to offer his/his share of the Premises for sale and the purchase price and payment terms therefor. The remaining Releasees and Cheree Miner shall then have a period of thirty (30) days from receipt of said offer in which to notify the Selling Party in writing, by certified mail return receipt requested, of his/his intent to exercise the right of first refusal to purchase on the terms

Initials: E.H.B.  
Initials: E.F.B.  
E.F.B.

*WM*

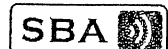


EXHIBIT B - Continued

LEGAL DESCRIPTION

stated in the notice. If any of the remaining Releasees or the Cherec Miner elect to exercise his/her right of first refusal, he/she should be ready, willing and able to close on the Premises within sixty (60) days of receipt of Releasor's notice of intent to sell, time being of the essence. If no one exercises the right of first refusal, the Selling Party shall be free to transfer the Premises to any third party who is not a lineal descendant at a price not less than, and upon terms and conditions no more favorable than, those offered the other Releasees and Cherec Miner. If the Selling Party fails to transfer the Premises within ninety (90) days after his/her right to do so hereunder, then any subsequent sale or transfer to other than a lineal descendant shall again be subject to the terms of this Agreement. This right of first refusal shall expire completely on the earlier of (a) that point in time when no interest in the land is owned by lineal descendants of the Releasor or (b) the death of the survivor of that group consisting of the Releasees herein and Cherec Miner.

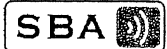
As part consideration for this Quit Claim Deed, the Releasor assumes and agrees to pay taxes on the life use portion of the property on the Grand List of October 1, 2009 and thereafter. The Releasees assume and agree to pay taxes on the remaining portion of the property on the Grand List of October 1, 2009 and thereafter.

Initials: E.A.B.

Initials: E.J.B.

E.E.B.

WY





## Attachment C

## OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between PAUL R. BUEHLER, a married man, having an address of 350B Cossaduck Hill Road, North Stonington, Connecticut 06359, hereinafter referred to as "Lessor", and SBA TOWERS III LLC, a Florida limited liability company, 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 [REDACTED], 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 two (2) additional one (1) year periods upon written notification to Lessor by Lessee accompanied by the payment of an additional [REDACTED] (the "Additional Option Fee") at each renewal, delivered to Lessor prior to the end of the current 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 (as defined below), 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. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor'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 provision 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 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 350B Cossaduck Hill Road, Town of North Stonington, County of New London, State of Connecticut 06359, Property Parcel ID: 57-6637 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.

3. Term. The initial term of this Lease will be ten (10) 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 eight (8) 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 (1<sup>st</sup>) year of the Lease will be [REDACTED] (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 second (2<sup>nd</sup>) year of the Lease and every year thereafter, the then current monthly rental fee will be increased by [REDACTED] percent. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

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.

Lessee shall restore the existing access road to its original condition if any damages are caused during construction within ninety (90) days construction is completed except for ordinary wear and tear.

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>            |
|---|--------------------------------|
| <u>Chastor Oak FCU</u><br><u>CT Solar Lease Program</u> | <u>Home Equity Line Credit</u> |

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 a result of a 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 fifteen (15) days of Lenders' request made within thirty (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 a 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 a 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 any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect 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. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. **Assignment and Subleasing.** Lessee is expressly permitted to assign, or transfer its rights under this Lease to entities controlling, controlled by or under common control with Lessee. Any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. Otherwise, Lessee may not assign this Lease without the prior written consent of Lessor, which will not be unreasonably withheld, delayed or conditioned. Lessee shall have the right to freely sublet or transfer space to third parties on the Leased

Space without obtaining the prior written consent of Lessor. 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. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

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: Paul R. Buehler  
350B Cossaduck Hill Road  
North Stonington, CT 06359  
Phone # - (860) 889-4192  
Cell # - (860) 710-3359  
Email: pbuehler1@aol.com

Rent Payable to: Paul R. Buehler

To Lessee: SBA Towers III LLC  
5900 Broken Sound Parkway, N. W.  
Boca Raton, FL 33487-2797  
RE: North Stonington 3/CT11796-S  
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 a 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 shall restore the Leased Space and access road to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control.

12. **Insurance.** 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 [REDACTED] (0) which will name Lessor as an additional insured party. 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 (10) 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 (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned 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 any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and including Lessee's improvements thereon 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. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(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 or create any 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, with such notice giving Lessee the right to purchase the Leased Space for a pro-rata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Space 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 Leased Space or 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: PAUL R. BUEHLER

LESSEE: SBA TOWERS III LLC,  
a Florida limited liability company

By: Paul R. Bucher  
Paul R. Buchler

By: [Signature]  
Alyssa Houlihan

Title: Owner

Title: Director of Leasing

Date: 6/23/11

Date: 6/24/11

Witness: Neal Bobuff  
Print Name: Neal Bobuff

Witness: [Signature]  
Print Name: Juliana Ribeiro

Witness: Melanie J. Lawton  
Print Name: Melanie J. Lawton

Witness: Jill R. Dawson  
Print Name: Jill R. Dawson

**Notary Public:**

I do hereby certify that PAUL R. BUEHLER, 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 23rd day of June, 2011.

Witness my hand and seal this 24th day of June, 2011.

Melanie J. Lawton  
Notary Signature Melanie J. Lawton

Wendy Carrick  
Notary Signature

NOTARY PUBLIC-STATE OF FLORIDA  
Wendy Carrick  
Commission #DD933314  
Expires: NOV. 30, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

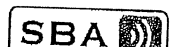


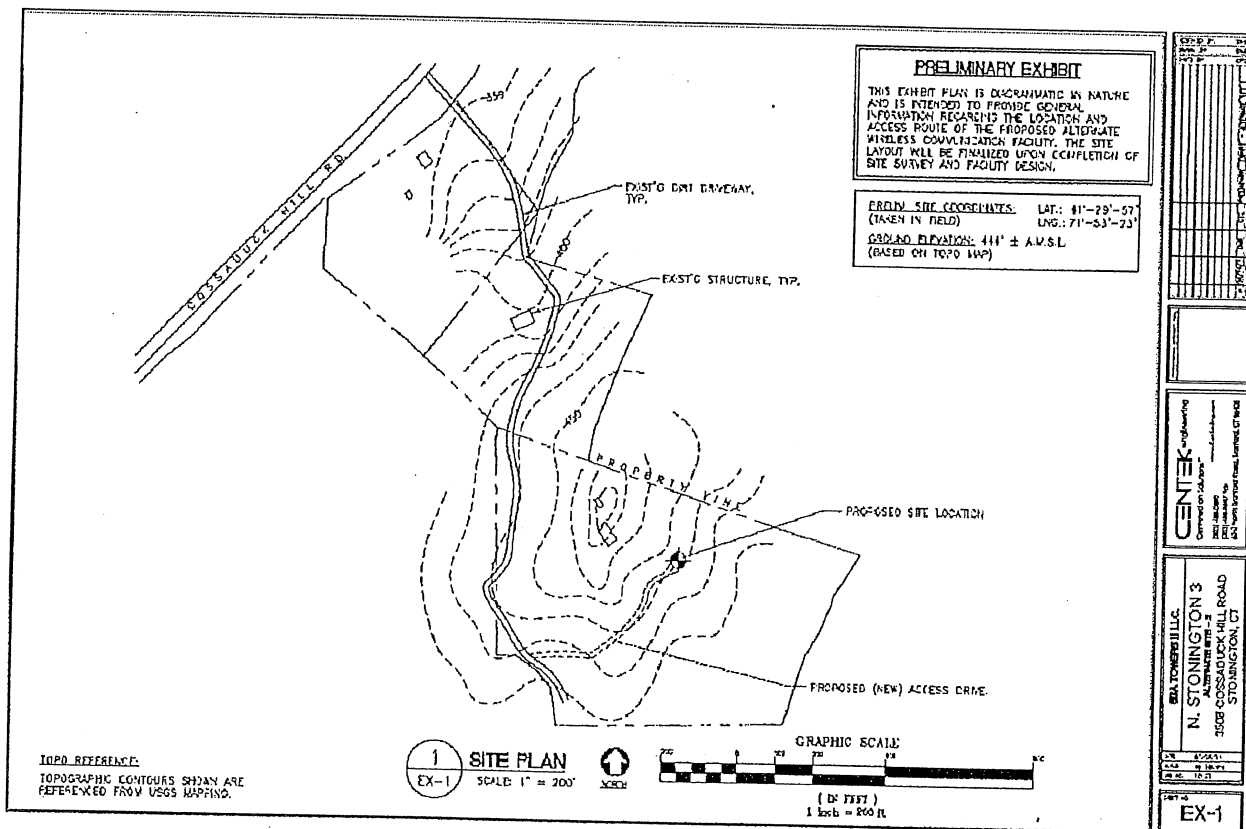


EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 (100' x 100') 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 Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY



Initials: FB  
 Initials: [Signature]

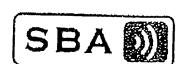


EXHIBIT B

LEGAL DESCRIPTION  
ATTACH LEGAL DESCRIPTION FROM DEED

The Leased Space shall consist of 10,000 (100' x 100') 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 Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

A certain parcel of land situated southerly from Route 201, A.K.A. Cossaduck Hill Road in the Town of North Stonington, County of New London and State of Connecticut, said plan is entitled, "PLAN SHOWING PROPERTY OF THOMAS A. & PAUL R. BUEHLER TO BE CONVEYED TO THOMAS A. & SUSAN T. BUEHLER & PAUL R. & SUSAN M. BUEHLER SOUTHERLY FROM ROUTE 201 A.K.A. COSSADUCK HILL ROAD NORTH STONINGTON, CONNECTICUT SCALE 1" = 50' August 1983", said plan to be recorded in the North Stonington Town Clerk's Office, said parcel bounded and described as follows:

Beginning at a drill hole in a stonewall angle in the southerly line of land now or formerly of William E. & Anna Buehler, said drill hole marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of Salvatore F., Anthony G. & Frank J. Gaglio as shown on said plan and thence running southeasterly along the southerly line of said William E. & Anna Buehler land, 250.45 feet to an iron pipe in a stonewall corner marking the south-easterly corner of said Buehler land and the southwesterly corner of land now or formerly of Teresa Johnson; thence turning an interior angle of 172°-02'-30" and running southeasterly, 200.98 feet to a drill hole in a stonewall angle; thence turning an interior angle of 180°-24'-00" and running southeasterly, 339.47 feet to a drill hole in a stonewall angle; thence turning an interior angle of 181°-35'-00" and running southeasterly, 121.04 feet to a drill hole in a stonewall angle; thence turning an interior angle of 180°-51'-00" and running southeasterly, 108.89 feet to an iron pipe in the easterly end of a stonewall, the last four courses running along the center of a stonewall; thence turning an interior angle of 72°-01'-30" and running southwesterly, 123.47 feet to an iron pipe; thence turning an interior angle of 191°-18'-30" and running southwesterly, 111.73 feet to an iron pipe; thence turning an interior angle of 169°-51'-00" and running southwesterly, 77.46 feet to an iron pipe; thence turning an interior angle of 195°-20'-30" and running southwesterly, 181.11 feet to an iron pipe marking the northeasterly corner of land now or formerly of Thomas A. & Susan T. Buehler, the last eight courses abutting land of Johnson; thence turning an interior angle of 108°-44'-03" and running westerly along the northerly line of said Thomas A. & Susan T. Buehler land, 761.31 feet to a point in a stonewall marking the northwesterly corner of said Buehler land; thence turning an interior angle of 89°-26'-54" and running northerly along the center of a stonewall marking the easterly line of land of Gaglio, 744.70 feet to the point of beginning, the last described course making an interior angle of 78°-25'-03" with the first described course.

Initials: FB  
Initials: [Signature]

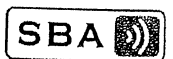


EXHIBIT B - Continued

LEGAL DESCRIPTION

VOL. 64 PAGE 290

Said parcel contains 12.228 acres.

Said parcel is subject to a 50 foot Right of Way for ingress and egress from Route 201 to land of Thomas A. & Susan T. Buchler as shown on said plan.

Said parcel is subject to a Right of Way 50 feet in width for ingress and egress to Route 201 over land of William E. & Anna Buchler as shown and referred to on said plan.

Said parcel is subject to a Right of Way in favor of the Connecticut Light and Power Company as described in Volume 53, page 952 of the North Stonington Land Records.

Being the same premises as described in a certain Quit Claim Deed from Thomas A. Buchler and Paul R. Buchler to Paul R. Buchler and Susan M. Buchler dated November 23, 1983 and recorded in Volume 60 at Pages 462-463 of the North Stonington Land Records.

Initials:     PB    

Initials:     WJ