RESOLUTION AUTHORIZING BOARD CHAIRMAN TO SIGN TOWER SITE LICENSE AGREEMENT WITH GLOBAL SIGNAL ACQUISITIONS II LLC

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County desires to enter into a Tower Site License Agreement with Global Signal Acquisitions for license to install, operate and maintain equipment on a cell tower located at the Gretna Fire Station, situated in Lot 2, GRETNA BUSINESS PARK, in Sarpy County, Nebraska, which is outlined in agreement attached hereto; and

WHEREAS, entering into the lease agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and authorizes the Chairman of this Board to sign the tower site license agreement with Global Signal Acquisitions II LLC.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 5th day of June, 2018.

Attest
SEAL

Sarpy County Board Chairman

County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Crown Castle Tower Lease and Extension

On June 5, 2018, the County Board will be asked to approve two lease documents between Crown Castle and the County. The first document is a contract extension for Crown Castle’s lease for the Sarpy Platteview tower. This extension is under the same terms and conditions as the previous agreement modifying the contract date through 2106. As part of this contract amendment, the County will receive a $5,000 signing bonus and 20% revenue share of all future subleases. Sarpy County currently receives $1,539.45 a month for lease payments. The amendment states these payments will increase 5% annually.

The second document is a new lease for the Gretna Fire Station tower. This is a Crown Castle tower with space being leased to the County at no cost. The lease is for a five year period with ten, five year renewal options. The space will be used for E911’s radio system upgrade project to improve radio coverage within the County.

Please contact me with any questions at bgarber@sarpy.com.

June 1, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Stu DeLaCastro
Bill Muldoon
Jim Tracy
Date: May 16, 2018
To: Sarpy County
Attention: Sarpy County Clerk
Regarding: SARPY COUNTY
          BUN: 879186 / GRETNA FIRE STATION / App # 392302

Dear Sarpy County Clerk:

Please find enclosed for your review and execution by an authorized signatory of Sarpy County, the document for the above-referenced wireless communication facility. If you have any questions regarding the details of the document, please contact Emma Bugel at 724-416-2673.

Crown Castle now accepts digital signature, please follow the prompts within this document.

We will continue to execute documents that require Notary and Memorandums of Lease (MOLs) with ink signatures as required for notary and recording purposes. If an MOL is required, please send your partially executed MOL to the address below for review and full execution. For pre-approval of your MOL, you may send a soft copy to Licensing.DocumentExecution@CrownCastle.com, referencing the Crown Castle Business Unit and the words MOL in the subject line.

If you choose not to execute electronically, you have the option to print out 2 copies of the document, sign in ink and mail back to Crown Castle at the address below. Please include the name, e-mail, phone number, and physical street address of the individual to whom the signed document should be returned. Note: FedEx and UPS cannot deliver to a Post Office box.

Crown Castle
Attn: Licensing Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to DocumentExecution@CrownCastle.com or by phone at 1-844-753-8828.

Thank you,

Contract Specialist
Crown Castle
TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

THIS TOWER SITE LICENSE AGREEMENT (this “Agreement”) is entered into as of this 5th day of June, 2018 (the “Effective Date”), between Global Signal Acquisitions II LLC, a Delaware limited liability company, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (“Licensor”), and Sarpy County, a Nebraska corporation, with its principal place of business at 1210 Golden Gate Dr Ste 1220, Papillion, Nebraska 68046 (“Licensee”).

The parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

The following terms as used in this Agreement are defined as follows:

“Acquiring Party” means any person acquiring title to Licensor’s interest in the real property of which the Site forms a part through a Conveyance.

“Adjusted Fee” means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

“Adjustment Date” means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

“AM Detuning Study” means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

“AM Detuning Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

“Base Fee” means the then-current Basic Payment or other fee, as applicable.

“Basic Payment” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.
“Basic Payment Commencement Date” means July 1, 2018.

“Closeout Documentation” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation or Modification to Equipment.

“Code” means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

“Conveyance” includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Crown Castle” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

“Current Term Expiration Date” means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

“Deed” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“Equipment” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“Event of Default” means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“Government Entity” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.
“Grantor” means the grantor named in the Deed, if applicable.

“Inspection Fee” means the fee payable by Licensee to Crown Castle in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Installation Standards” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

“Intermodulation Study” means a study to determine whether an RF interference problem may arise.

“Intermodulation Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Landlord” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“Laws” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“Lender” means any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Licensed Space” means that portion of the Site that is licensed to Licensee hereunder.

“Licensee” means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

“Licensor” means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

“Modification” means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures
on the ground or on any equipment pads, (iii) any use of space on the ground or on the
tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv)
any change to the shape or location of the Licensed Space on the ground or on the tower,
as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any
addition, modification, or replacement of equipment on the tower other than as may be
specified herein, (vii) any change to the frequency ranges specified herein or the use of any
frequency outside of the frequency ranges specified herein, or (viii) any use of power in
excess of the power level specified herein. Notwithstanding the foregoing, the replacement
of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e.,
equipment of the same quantity, make, model, size and weight), in the same location as the
previously permitted equipment, shall not constitute a “Modification”, provided that such
replacement does not negatively affect the tower’s loading capacity, as determined by
Licensor.

“Modification Application Fee” means the fee payable by Licensee to Licensor in the
amount of Five Hundred and 00/100 Dollars ($500.00) to defray Licensor’s costs incurred
in evaluating a Site Engineering Application with respect to a Modification. Said amount
is subject to adjustment in accordance with Section 5.2 below.

“NTP” means a written notice to proceed.

“Pre-Existing Use” means any installation or modified use of Licensor’s or another user’s
equipment prior to the installation or modified use of Licensee’s Equipment.

“Prime Lease” means the lease(s), sublease(s), or other similar prior agreement(s) from
which Licensor’s rights in any portion of the Site are derived, and which may contain
restrictions on use of the Site.

“Prior Agreement” means, if applicable, any active prior oral or written agreements (as
may have been amended or assigned) between Licensor and Licensee to the extent
applicable to the Site and the subject matter described herein.

“Pro Rata Share” means the fraction or decimal equivalent determined by dividing one
(1) by the total number of then-existing users of the Site. In no event shall the Pro Rata
Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”,
Licensor shall be deemed to be a then-existing user of the Site.

“Regulatory Compliance Costs” means the reasonable costs, including reasonable
attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply
with any applicable Law.

“RF” means radio frequency.
“Security Instrument” means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Services Agreement” means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

“Site Application Fee” means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

“Site Engineering Application” means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of Exhibit B.

“Site Plan” means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as Exhibit C.

“Structural Analysis” means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee’s tower-mounted Equipment described herein or with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Subsequent Use” means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

“Term” means the term of this Agreement, as set forth in Section 4 below.
“Term Commencement Date” means July 1, 2018.

“Tower Level Drawing” means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of Exhibit B.

“Unlicensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Work” means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 The Site. The Site consists of that certain parcel of property, located in the City of Gretna, the County of Sarpy, and the State of Nebraska, which is described in Exhibit A hereto.

2.2 License to Install, Operate and Maintain the Equipment. Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as Exhibit B and as shown in the Site Plan (or other documentation), if applicable, attached hereto as Exhibit C. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in Exhibit B and Exhibit C.

2.2.1 Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation. With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in Exhibit B (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment for no increase to the Basic Payment, subject to available
capacity at the Site, as determined by Licensor. Licensee shall notify Licensor in writing and coordinate with Licensor prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensor may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensor determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

2.2.2 Reduction of Available Capacity Due to Change in Applicable Law. If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to Licensee’s completion of installation of any tower-mounted Equipment as described in Exhibit B (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensor will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee’s use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee’s right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee’s drawings showing the proposed installation of or Modification to the
Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee’s proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor’s NTP process. With respect to Licensee’s initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee’s Equipment, to make approved Modifications to Licensee’s Equipment, or to remove Licensee’s Equipment from the Site pursuant to this Section 2 (the “Work”). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle’s inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor’s inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) for the purpose of defraying Licensor’s costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.
2.7 **Licensor’s Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

2.8 **Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their “AS IS, WHERE IS” condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. **ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES**

3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in Exhibit A, and non-exclusive license to access Licensor’s utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee’s access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

3.2 **Authorized Persons; Safety of Personnel.** Licensee’s right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site and tower access are material terms of this Agreement.
3.3 **Notice to Licens**or. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor’s Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 **Licensee’s Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority’s approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as reasonably allocated by Licensor.

4. **TERM**

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Five (5) year(s), ending on the day immediately prior to the Fifth (5th) anniversary of the Term Commencement Date at 11:59:59 p.m. New York time (the “Term”).
4.2 **Automatic Term Renewal.** The Term shall automatically extend for Ten (10) renewal period(s) of Five (5) year(s) each unless Licensee provides written notice to Licensor of its election not to renew the Term, at least One Hundred Eighty (180) days prior to the Current Term Expiration Date; provided, however, in the event that Licensee provides written notice of non-renewal to Licensor in accordance herewith but does not cause its Equipment to be removed from the Site prior to the Current Term Expiration Date, then (i) if all possible renewal periods have not been exhausted, such non-renewal notice shall be deemed to be invalid and have no force and effect, and this Agreement shall be deemed to have continued for an additional renewal period in accordance with this Section 4.2, as of the Current Term Expiration Date, and (ii) if all possible renewal periods have been exhausted, Section 23 below shall apply with respect thereto.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. **CONSIDERATION**

5.1 **Basic Payment.** Licensee shall pay to Licensor No and 00/100 Dollars ($0.00) per month, subject to adjustment in accordance with Section 5.2 below (the “Basic Payment”), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Global Signal Acquisitions II LLC, PO Box 403551 Atlanta, GA 30384-3551. Licensee shall include the JDE Business Unit No. 879186 on or with each payment. Payments for any partial month shall be prorated.

5.2 **Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the “Adjustment Date”) by three percent (3%). Licensor’s failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

\[
\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)
\]

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor’s election, Licensee shall pay to Licensor its Pro Rata
Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor’s invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee’s use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee’s use of the Site or the Licensed Space. At Licensor’s election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensor’s improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee’s Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee’s receipt.

5.5 INTENTIONALLY OMITTED.

6. **INTERFERENCE**

6.1 **Interference to Licensee’s Licensed Operations.** Licensor agrees that neither Licensor nor Licensor’s other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee’s Licensed Equipment (“Subsequent Use”), shall permit their equipment to interfere with Licensee’s FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee’s FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor’s receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee’s FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee’s operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee’s Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other uses of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing and Licensor provides to Licensee information that Licensee is the cause of such RF interference, that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference.
interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee’s cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee’s Equipment.

6.3 Interference to Licensee’s Unlicensed Operations. Licensee acknowledges that if Licensee’s operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 INTENTIONALLY DELETED.

7.2 INTENTIONALLY OMITTED.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such
lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney’s fees), resulting from or arising out of the indemnifying party’s and/or any of its contractors’, subcontractors’, servants’, agents’ or invitees’ (excluding other licensees of Licensor) use or occupancy of the Site, except to the extent of any damages resulting from or arising out of the negligence or willful misconduct of the indemnified party and/or any of its contractors, subcontractors, servants, agents or invitees.

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor (and Licensor’s manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor’s manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers’ compensation including employer’s liability with the following limits: $1,000,000 per accident; $1,000,000 disease, each employee; and $1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than $1,000,000 per occurrence, combined single limit with a $2,000,000 general policy aggregate and a separate products/completed operations aggregate of $2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than $1,000,000 per accident; (iv) umbrella liability insurance of $5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee’s equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period.
agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of the above coverages and insurance requirements in accordance with Licensee’s customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee’s responsibility for claims and liability with value up to the amount of Licensee’s self-insured retention, and, if applicable, the existence of Licensee’s excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder.

12. CASUALTY OR CONDEMNATION

12.1 Casualty. In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee’s use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee’s use of the Site is interrupted due to casualty, Licensee’s sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee’s use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee’s operations caused by forces majeure or acts of God.

12.2 Condemnation. If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee’s failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee’s engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee’s breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee’s violation of the Site or tower access limitations in Section
3.2 above; (v) Licensee’s failure to stop its Equipment from causing RF interference to Licensor or other pre-existing users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party’s failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party’s request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor’s demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars ($35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor’s right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of Exhibit B or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor’s prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor’s sole discretion. Licensor’s consent to any such assignment, and Licensee’s and the assignee’s representations

TT: E 1532037
Prepared by: K.Miles
Prepared on: 4/3/2018
Revised on: 5/16/2018
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)
to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17.  **NOTICES**

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee:  
Sarpy County Clerk  
1210 Golden Gate Drive, Suite 1118  
Papillion, NE 68046-2895  
Telephone Number: (630) 777-4629

As to Licensor:  
Global Signal Acquisitions II LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Legal Department  
Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18.  **PRIME LEASE OR DEED**

Licensor and Licensee acknowledge that Licensee’s use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as Exhibit D hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee’s access to and use of the Site.
19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor’s permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the “defaulting party”), the other party (the “non-defaulting party”) may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party’s failure to cure such breach within the stipulated cure period. The non-defaulting party’s right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party’s auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee’s permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee’s Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee’s rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of
of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

**23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee’s Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee’s sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee’s Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:
(i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;

(ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:

(a) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee’s Equipment remains at the Site after the expiration or termination of this Agreement,

(b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and

(c) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and

(iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee’s expense, subject to the following terms:

(a) Licensor’s liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,

(b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and

(c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

TT: E 1532037
Prepared by: K.Miles
Prepared on: 4/3/2018
Revised on: 5/16/2018
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)
24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the , and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor’s expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee’s, Landlord’s, Grantor’s or other Site users’ negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensor

Global Signal Acquisitions II LLC,
a Delaware limited liability company

By: ____________________________
Print Name: Kelly Stoner
Title: Contract Development
Date: 6/22/18

Licensee

Sarpy County,
a Nebraska corporation

By: ____________________________
Print Name: Donald R. Kelly
Title: Chairman, Sarpy County Board
Date: 6/5/18

Approved as to Form:

Deputy County Attorney

TT: E 1532037
Prepared by: K. Miles
Prepared on: 4/3/2018
Revised on: 5/16/2018

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)
EXHIBIT A to Tower Site License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached
A 2,632 square foot (0.06± acres) Tower Lease, situated in part of Lot 2, GRETNA BUSINESS PARK, in Sarpy County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of said Lot 2 (Found 1/2" Pipe); thence along the South line of said Lot 2, North 89°57'22" West, a distance of 16.59 feet; thence leaving said South line, North 01°15'54" West, a distance of 22.09 feet to the POINT OF BEGINNING; thence South 89°50'03" West, a distance of 51.64 feet; thence North 00°12'39" West, a distance of 51.66 feet; thence South 89°40'45" East, a distance of 50.70 feet; thence South 01°15'54" East, a distance of 51.24 feet to the POINT OF BEGINNING.

OWNER: GRETNA RURAL FIRE DISTRICT
PARCEL NO.: 011301406
A 20 foot wide Non-Exclusive Access/Utility Easement, situated in part of Lot 2, GRETNA BUSINESS PARK, in Sarpy County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said Lot 2 (Found 1/2" Pipe); thence along the South line of said Lot 2, North 89°57'22" West, a distance of 16.59 feet; thence leaving said South line, North 01°15'54" West, a distance of 83.33 feet to the POINT OF BEGINNING of said centerline; thence North 89°40'45" West, a distance of 32.32 feet; thence North 00°19'15" East, a distance of 224.22 feet to the South Right of Way line of HUSKER DRIVE (Public Right of Way) as it presently exists, and the POINT OF TERMINATION. Containing 5.132 square feet (0.12± acres).

OWNER: GRETNA RURAL FIRE DISTRICT
PARCEL NO.: 011301406
EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

See Attached
Customer Approved: Mar 13 2018

Application ID: 392302
Submitted By: Emma Bugel
Original Submit Date: Sep 25 2017
Desired Install Date: N/A
Reason for Application: First time antenna installation at this site

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information
MLA: Stand Alone Agreement - TLA
Company: SARPY COUNTY
Address: 1210 GOLDEN GATE DR STE 1220
City/Town: PAPILLION
State: NE  Postal Code: 68046

Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: N/A
Customer Site Number: N/A

Site Information
Crown Castle GRETNA FIRE STATION
Site Name:
Crown Castle Site ID: 879186
Crown Castle District: Minneapolis/St. Paul
Address: 11175 204th Street
City/Town: Gretna
State: NE  Postal Code: 68028
County: Sarpy
Latitude: 41° 8' 50.84"  Longitude: -96° 13' 57.19"
Structure Type: MONOPOLE  Structure Height: 175 ft

Legal Entity Information
Operating Legal Entity: SARPY COUNTY
Primary Contact: Jennifer Klein  Phone: 630-777-4629
E-mail: jennifer.klein@motorolasolutions.com  Fax: N/A
Address: 500 W. Monroe Street
City/Town: Chicago  State: IL  Postal Code: 60661
RF Contact: N/A  Phone: N/A
E-mail: N/A

Project Management Vendor
Project Management Vendor: Crown Castle - PMV

Service Information

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### Feedline Information

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Optional Component Information

Tower Mounted Equipment

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<td>AMPLIFIER</td>
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<td>Proposed</td>
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Power Requirements

VAC Need Crown Power Phase Amps
N/A No N/A 0

Lease, Pad, and Building Requirements

Building
Building Id #: N/A
Building Type: BLDG

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<tr>
<th>Lease</th>
<th>Pad</th>
<th>Building</th>
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<td>Width</td>
<td>Height</td>
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<td>11ft 8in</td>
<td>24ft 6in</td>
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<tr>
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<td>N/A N/A</td>
<td>N/A N/A</td>
</tr>
<tr>
<td>11ft 8in</td>
<td>24ft 6in</td>
<td>N/A N/A</td>
</tr>
</tbody>
</table>

Other Pad Requirements
No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets: 0
Number of Proposed Cabinets: 1

Generator Requirements

Diesel Generator
Location: Manufacturer: Model:
## Scope of Work/Additional Information

**Scope of Work:**
"Sarpy County will be installing (4) Omni’s (3) dipoles (2) MW dishes (1) discone (2) quad collar mounts at 130’, 174’, (1) Tower Top Amp (1) camera and (11) lines. They also will have a building and install a generator in an additional lease area. AXIOS Communications Q6054-E Mk II PTZ Network Camera is proposed at 174’ but will not be entered into the Antenna dBase. Camera will be considered in SA.” Sarpy county is self insured

**Indicates where Cut Sheet data has been entered.

**NOTICE:** Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer’s expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

### Appendix A - Antenna, Feedline, TME Specifications

#### Antenna Specifications

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Type</th>
<th>Height</th>
<th>Width</th>
<th>Depth</th>
<th>Weight</th>
<th>Flat Plate Area</th>
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<td>1</td>
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<td>SC479-HF11DF(DXX-E5765)</td>
<td>OMNI</td>
<td>173.4 IN</td>
<td>3.5 IN</td>
<td>3.5 IN</td>
<td>34.0 LBS</td>
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<td>1</td>
<td>RFS/CELWAVE</td>
<td>PAD6-59BC</td>
<td>DISH</td>
<td>79.0 IN</td>
<td>79.0 IN</td>
<td>25.4 IN</td>
<td>141.0 LBS</td>
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<td>1</td>
<td>TELEWAVE</td>
<td>ANT280S</td>
<td>OTHER</td>
<td>43.0 IN</td>
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<td>28.5 IN</td>
<td>11.0 LBS</td>
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<td>RFS/CELWAVE</td>
<td>SC3-W100AC</td>
<td>DISH</td>
<td>39.5 IN</td>
<td>39.5 IN</td>
<td>18.5 IN</td>
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<td>2</td>
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<td>DB420-B</td>
<td>DIPOLE</td>
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<td>ISMD4-R5LL</td>
<td>OTHER</td>
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<td>48.75 IN</td>
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<td>269.24 LBS</td>
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#### Feedline Specifications

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<td>MOTOROLA</td>
<td>DS43783I01T AMPLIFIER</td>
<td>E105 ELLIPTICAL 1.3 IN</td>
<td>11.3 IN</td>
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OPERATING LEGAL ENTITY: SARPY COUNTY
OPERATING LEGAL ENTITY: SARPY COUNTY
OPERATING LEGAL ENTITY: SARPY COUNTY
OPERATING LEGAL ENTITY: SARPY COUNTY

1/29/2018

145 FT PROPOSED LEVEL
OPERATING LEGAL ENTITY: SARPY COUNTY
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<th>C</th>
<th>D</th>
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**Business Unit:** A-174

**Site Name:** Sarpy County

**Site Address:** 11175 204th Street
Gretna, NE 68028

**US Zip Code:** 68028

**Country:** USA

**Plot Date:** 1/29/2018

**File Name:** 879186_A_174_P.dwg

**Drawing Date:** 2/18/2018

**Site Number:** A1-174

**Business Unit Number:** 174

**Site Address:** 11175 204th Street
Gretna, NE 68028

**Sarpy County**
EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached
EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

See Attached
AMENDED AND RESTATED SITE SUBLEASE AGREEMENT

This AMENDED AND RESTATED SITE SUBLEASE AGREEMENT ("Agreement") is entered into this __20__ day of __January__, 2015 by and between GRETKNA VOLUNTEER FIRE AND RESCUE DEPARTMENT, a Nebraska corporation ("Sublessor"), having a mailing address of 11175 South 204th Street, P.O. Box 185, Gretna, NE 68028, GRETKNA RURAL FIRE PROTECTION DISTRICT ("Prime Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Sublessee"). Sublessor and Sublessee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

Recitals

WHEREAS, Sublessor and Sublessee’s predecessor in interest, Sprint Spectrum L.P., a Delaware limited partnership ("Sprint") entered into a PCS Site Agreement dated May 8, 2001 (the "Sprint Sublease"), whereby Sprint leased certain real property, together with access and utility easements, located in Sarpy County, Nebraska from Sublessor (the "Sprint Premises"), all located within certain real property leased by Sublessor; and

WHEREAS, Sublessor and Sublessee’s predecessor in interest, Qwest Wireless, L.L.C., a Delaware limited liability company ("Qwest"), entered into an Option and Site Sublease Agreement dated November 8, 2000, as amended by that certain First Amendment to Option and Site Sublease Agreement dated May 25, 2004 (the "Qwest Sublease"), whereby Qwest leased certain real property, together with access and utility easements, located in Sarpy County, Nebraska from Sublessor (the "Qwest Premises"), all located within certain real property leased by Sublessor; and

WHEREAS, Sublessee is currently the lessee under the Sprint Sublease and the sublessee under the Qwest Sublease as ultimate successor in interest to Sprint and Qwest; and

WHEREAS, Sublessor entered into a Site Lease with __Inc., a Delaware corporation dated September 15, 2006 (the "Site Lease") whereby Assignor leased to a certain portion of the Property; and

WHEREAS, Sublessor entered into a Ground Lease with __Inc., a Pennsylvania corporation, doing business as __ (the "Lease") (the Lease and the are referred to collectively herein as the "Carrier Leases") whereby Assignor leased to U.S. Cellular a certain portion of the Property; and

WHEREAS, Sublessor desires to assign to Global Signal Acquisitions IV LLC the Carrier Leases and Global Signal Acquisitions IV LLC desires to assume the rights and obligations of the Carrier Leases, in the form attached hereto as Exhibit "E" (the "Assignment Agreements"); and

WHEREAS, Sublessor and Sublessee further desire to combine the Sprint Sublease and Qwest Sublease (collectively, the "Subleases"), extend the term of the Subleases, and make other amendments thereto using Sublessor’s new model template in this form.

NOW THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, Sublessor and Sublessee hereby agree as follows:
1. **Description of Leased Premises.**

1.1 **Sublessor’s Property.** Sublessor and Prime Lessor entered into a Business Lease dated September 27, 2000 (the “Prime Lease”), whereby Sublessor leases certain real property described as a 50’ by 50’ tract in the southeast corner of Lot 2, Gretna Business Park, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Prime Lease Premises”), together with access and utility easements appurtenant thereto (the “Prime Lease Easements”), which together with the Prime Lease Premises are sometime referred to herein collectively as the “Property”).

1.2 **Leased Premises.** The leased premises are situated within the Property as described and/or depicted in Exhibit “B” attached hereto and incorporated by this reference (the “Premises”).

1.3 **Option for Additional Land.** During the Term of this Agreement, Sublessee shall have an irrevocable option (“Option”) to sublease, on the same terms and conditions set forth in this Agreement, up to a maximum of nine hundred twenty-five (925) square feet of real property adjacent to the existing Premises, at a location to be determined by Sublessee, subject to Sublessor’s prior written consent, not to be unreasonably withheld, conditioned, delayed or denied (“Additional Sublease Area”) (hereinafter, the defined term “Premises” shall be deemed to include the Additional Sublease Area unless the context expressly indicates otherwise). In addition, Sublessee may sublease any additional land within the Prime Leased Premises, on a space available basis, on the same terms and conditions set forth in this Agreement. If Sublessee elects to exercise the Option, Sublessee shall pay the same rent per square foot for the Additional Sublease Area as the rent paid per square foot by Sublessee for the existing Premises at the time Sublessee exercises the Option. Sublessee may exercise the Option by providing written notice to Sublessor at any time. Within thirty (30) days after Sublessee’s exercise of the Option, Sublessor shall execute and deliver an amendment to the Agreement, a memorandum of agreement and/or amendment, and any other documents necessary to grant and record Sublessee’s interest in the Additional Sublease Area.

2. **Term.** The initial term of this Agreement shall commence upon the full execution of this Agreement and expire on November 14, 2015 (the “Initial Term”), with the right of Sublessee to extend the Agreement for five (5) additional renewal terms of five (5) years each, with the final lease extension expiring on November 14, 2040 (each additional extension is referred to as a “Renewal Term”). Each Renewal Term shall automatically be extended for each successive five (5) year renewal, unless Sublessee notifies Sublessor, in writing, of its intention not to renew at least ninety (90) days prior to the expiration of the then-current five (5) year term. Such notice shall be deemed given upon the mailing of such notice to Sublessor. The Initial Term and each Renewal Term are collectively referred to hereinafter as the “Term”.

3. **Permitted Use.** Sublessee shall have the right to maintain, operate, improve, modify and repair on the Premises a wireless communication facility, including electronic equipment, personal property, radio receivers, transmitters, equipment shelters, cabinets, cables, cable trays, utility lines, location based systems, towers, bases for towers, antennas, and microwave dishes and related equipment, as more fully described in the Site Plan attached as Exhibit “C” and made a part hereof (collectively, “Sublessee’s Facilities”). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee’s business operations and to install and maintain transmission lines connecting the antennas to the transmitters and receivers and utility connections between the Premises and the nearest appropriate utilities provider in accordance with the terms of this Agreement. All of Sublessee’s construction, installation, operation, maintenance and repair work shall be performed at Sublessee’s sole cost and expense, in a good and workmanlike manner. This Agreement
shall not relieve Sublessee from the requirement to obtain, at its expense, any land use permits or other approvals for the property and operation of the wireless telecommunications facility. If requested by Sublessee, Sublessor will execute, at Sublessee’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Sublessee in Sublessee’s absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating a communications facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Sublessor agrees to be named applicant if requested by Sublessee. Sublessor shall be entitled to no further consideration with respect to any of the foregoing matters.

4. **Rent.**

4.1 Commencing on the first day of the second month following the full execution of this Agreement ("Rent Conversion Date"), Sublessee shall pay Sublessor rent in the amount of Dollars , per month ("Rent"). The Rent shall be paid to Sublessor’s address specified in Paragraph 12 below.

4.2 **Regular Rent Escalation.** Commencing on November 15, 2015, and on the first day of the second month of each subsequent Renewal Term, (the “Adjustment Dates”), the monthly Rent shall increase by an amount equal to of the most recent rent ("Regular Rent Escalation").

4.3 **One-Time Rent Increase.** Commencing on November 15, 2020, the monthly Rent shall increase by an amount equal to of the most recent rent ("One-Time Rent Increase"). The One-Time Rent Increase shall be in addition to the Regular Rent Escalation pursuant to Section 4.2. The Regular Rent Escalation shall be applied first, and then the One-Time Rent Increase shall be applied after the Rent is increased pursuant to the Regular Rent Escalation.

4.4 If this Agreement expires or is terminated at a time other than on the last day of a month, the Rent shall be prorated as of the date of expiration or termination, and, in the event of termination for any reason other than nonpayment of the Rent, all prepaid Rent shall be refunded to Sublessee.

4.5 **Late Charges.** Any payment not received by Sublessor within thirty (30) days after the due date shall accrue a late fee at an interest rate of per month, beginning with the thirty-first (31st) day until paid in full, subject to a minimum late fee of dollars . Late fees will not be charged on past due balances of or less.

4.6 **Revenue Share.** If, after the Effective Date of this Agreement, Sublessee enters into any future sublease or license with a Broadband Tenant not already a subtenant on the Premises (each a “Future Broadband Sublease”), Sublessee shall pay to Sublessor a monthly fee for such Future Broadband Sublease equal to fifty percent (50%) of the Rent then in effect on each applicable due date set forth below ("Future Broadband Sublease Fee"). The first payment of the Future Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. If any Future Broadband Sublease expires or terminates for any reason, Sublessee shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease. Sublessee shall
have no obligation for payment to Sublessee of such share of rental, license or other similar payments if not actually received by Sublessee. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under this Agreement. Sublessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation of Sublessee to do so. Notwithstanding anything in this paragraph to the contrary, Sublessee shall not be entitled to a Future Broadband Sublease Fee for any sublease or license to any subtenant of Sublessee or any successors and/or assignees of such subtenant who commenced use of the Premises or executed a sublease or license prior to the effective date of this Agreement. As used herein, “Broadband Tenant” shall mean any subtenant which is a Commercial Mobile Radio Service (“CMRS”) provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers.

4.7 Consideration. Sublessee will pay to Sublessee a one-time amount of Dollars for the full execution of this Agreement, within sixty (60) days of the full execution of this Agreement (the “Conditional Signing Bonus”). In the event that this Agreement (and any applicable memorandum) is not fully executed by both Sublessee and Sublessee for any reason, Sublessee shall have no obligation to pay the Conditional Signing Bonus to Sublessee.

5. Interference, Testing and Signage

5.1 Interference.

5.1.1 Sublessee shall not use, nor shall Sublessee permit its employees, representatives, invitees, contractors or agents to use, the Premises or Sublessee’s Facilities in any way that interferes with the use of any portion of the Property by Sublessor, or by other tenants or licensees of Sublessor with rights in any portion of the Property that predate this Agreement. Such interference shall be deemed a material breach by Sublessee, and Sublessee shall have the responsibility to terminate said interference upon written notice from Sublessor. In the event any such interference does not cease promptly, Sublessee acknowledges that continuing interference may cause irreparable injury and, therefore, Sublessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

5.1.2 Subject to the provisions of this Agreement, Sublessor shall not use, nor shall Sublessor permit its employees, representatives, invitees, contractors or agents to use, the Property in a way which interferes with the operations of Sublessee. Such interference shall be deemed a material breach by Sublessor, and Sublessor shall have the responsibility to terminate said interference upon written notice from Sublessee. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference will cause irreparable injury to Sublessee and, therefore, Sublessee shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Agreement, upon notice to Sublessor.

5.1.3 All operations of the Sublessee shall be lawful and in compliance with all Federal Communications Commission (“FCC”) requirements.

5.2 Testing.

5.2.1 Sublessee shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Sublessee’s Facilities into commercial operation, and Sublessee shall perform additional tests upon reasonable request by Sublessor and upon any significant
change in the electronic equipment or antennas on the Premises. All such testing shall be performed by a qualified radio engineer and a copy of the test results shall be provided to Sublessor. If such tests show noncompliance with applicable Federal radio frequency exposure limit rules then in effect, then Sublessee’s equipment or antennas on the Property that is causing the violation shall immediately be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

5.3 Signage. Sublessee shall install and maintain permanent identification and warning signs at the locations set forth below, as may be required by law. The signs shall provide Sublessee’s site identification number and a working local or toll-free telephone number to Sublessee’s network operations center.


6.1 Sublessee Improvements.

6.1.1 Sublessee shall have the right, at its expense, to erect on the Premises, maintain and repair Sublessee’s Facilities described in Exhibit “C”. Sublessee shall further have the right to expand, repair, replace, change, move, modify, develop, improve and/or alter Sublessee’s Facilities at any time during the Term of this Agreement without Sublessor’s prior consent,

6.1.2 Sublessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Sublessee or Sublessee’s employees, agents or contractors, Sublessee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Sublessor within thirty (30) days after Sublessor receives written notice that the lien has been filed, or as soon thereafter as is reasonably practical. Such construction shall be subject to preemption by Sublessor due to Sublessor’s work to restore the operation of the power or water systems, however, such preemption shall only occur in emergency situations, as reasonably determined by Sublessor, and with reasonable notice to Sublessee of such emergency. Upon the occurrence of a preemption, the Rent shall be abated on a pro rata basis for the duration of the preemption, or Sublessee may terminate upon fifteen (15) days’ written notice to Sublessor in accordance with the notice requirements of Section 12 of this Agreement.

6.1.3 Sublessee may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by this Agreement or other applicable law. After Sublessee’s receipt of thirty (30) days’ notice to remove, Sublessor may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Sublessee shall reimburse Sublessor for reasonable costs and expenses incurred by Sublessor in connection with such abatement or removal.

6.1.4 Sublessee shall, at its sole expense, maintain the Premises and Sublessee’s Facilities and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Sublessee shall keep the Premises and Sublessee’s Facilities free of rubbish, refuse and other debris and in a neat, clean and safe condition.

6.1.5 Upon the termination or expiration of this Agreement, Sublessee shall remove Sublessee’s Facilities and then shall restore and return the Premises to Sublessor in the same condition as it was prior to this Agreement, reasonable wear and tear excepted. Sublessee’s obligations under this subsection include removal of footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade, to the extent commercially feasible.
Notwithstanding any other provision of this Agreement, Sublessee's obligation to pay the Rent hereunder shall continue until Sublessee has substantially complied with the removal and restoration requirements of this subsection 6.1.5.

6.2 Utilities.

6.2.1 As partial consideration for the Rent paid under this Agreement, Sublessor hereby grants Sublessee a non-exclusive easement in, under and across the Property for ingress, egress, utilities and access to the Premises adequate to install, maintain and improve utilities at Sublessee’s expense, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and Sublessee’s Facilities at all times during the Term of this Agreement (collectively, the “Easements”). The location of Easements is set forth on the drawings attached as Exhibit “C”. The Easements are non-exclusive, and Sublessor retains for itself, its licensees, tenants, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same Term as this Agreement. Sublessee shall pay when due all charges for utilities serving the Premises during the Term of this Agreement. Sublessee may arrange for the installation of a separate meter and main breaker. Sublessor may, at its option, provide utility power or communications at the Property at the request of Sublessee.

6.3 Access. During the Term of this Agreement, Sublessee’s authorized employees, representatives, tenants, licensees, invitees, contractors or agents shall have 24-hours-a-day, 7-days-a-week access to the Property and Premises. Sublessee may park vehicles on the Property and Premises when Sublessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors are servicing the facility.

7. Default and Termination.

7.1 Notice of Default; Cure Period. In the event that there is a default by Sublessor or Sublessee (the “Defaulting Party”) with respect to any of the provisions of this Agreement or Sublessor’s or Sublessee’s obligations under this Agreement, the other Party (the “Non Defaulting Party”) shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and the Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

7.2 Sublessee’s Default. In the event that Sublessee is in default beyond the applicable periods set forth above, Sublessor may, at its option, upon written notice: (i) terminate this Agreement provided that Sublessee has been materially and substantially harmed by such default; (ii) take any actions that are consistent with Sublessor’s rights; or (iii) sue for injunctive relief, sue for specific performance, or sue for damages.

7.3 Sublessor’s Default. In the event that Sublessor is in default beyond the applicable periods set forth above, Sublessee may, at its option, upon written notice: (i) terminate this Agreement, vacate the Premises and be relieved from all further obligations contained herein; (ii) perform the obligation(s) of Sublessor specified in such notice, in which case any expenditures made by Sublessee
in so doing shall be deemed paid for the account of Sublessor and Sublessor agrees to reimburse Sublessee for said expenditures upon demand; (iii) take any actions that are consistent with Sublessee’s rights; or (iv) sue for injunctive relief, sue for specific performance, sue for damages, or set-off from the Rent any amount expended by Sublessee as a result of such default.

7.4 Early Termination by Sublessor or Sublessee. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, this Agreement may be terminated on written notice pursuant to Section 12 hereof, (i) by Sublessee immediately if within the first one hundred eighty (180) days following the Effective Date of this Agreement, Sublessee notifies Sublessor of unacceptable results of any title report, environmental or soil tests prior to Sublessor’s installation of Sublessee’s Facilities on the Premises; (ii) by Sublessee, if through no fault of Sublessee, is unable to obtain all necessary governmental approvals necessary for installation and construction of Sublessee’s Facilities from all governmental authorities with jurisdiction, including, but not limited to, approvals from the Federal Aviation Administration or local zoning authorities, provided that Sublessee has exercised commercially reasonable efforts to obtain such approvals and has delivered written notice of termination to Sublessor not less than thirty (30) days prior to the termination date, delivered in good faith with supporting documentation from any applicable governmental authorities, evidencing that Sublessee’s applications for any necessary approvals have been denied; or (iii) by either Party upon sixty (60) days written notice by either Party if Sublessee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, a FCC license), permit or authorization required for Sublessee’s use of the Premises and Sublessee’s Facilities or necessary for the installation and/or operation of Sublessee’s Facilities.

7.5 Sublessor’s Default or Early Termination of Prime Lease. In the event of any uncured default by Sublessor under the Prime lease or any other event beyond the control of Sublessee which results in the early termination, expiration, forfeiture or foreclosures of Sublessor’s interest in the Prime Lease Premises, including any portion of the Property or Additional Sublease Area, Prime Lessor shall recognize Sublessee as the lawful tenant with respect to such portion of the Premises and/or Additional Sublease Area so affected, and Sublessee shall inure to all the benefits, rights and privileges of Sublessor under the Prime Lease.

7.6 Termination of Assignment Agreements. Upon termination of this Agreement for any reason other than default of Assignor, and all right, title and interest in the Carrier Leases shall revert to Sublessor, and the Assignment Agreements shall no longer have any force or effect.

8. Casualty and Condemnation.

8.1 In case of damage to the Property by fire or other casualty, Sublessor shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage with reasonable speed and diligence, and Sublessee may immediately erect on the Property or a portion of the Property temporary facilities and equipment while Sublessor makes repairs to the Property and so long as the temporary facilities and equipment and associated work do not interfere with Sublessor’s own restoration. If Sublessee or any of its sublessees or licensees cannot operate their equipment and facilities in a manner satisfactory to Sublessee or its sublessees or licensees, or if the Premises are not tenantable for any reason, the Rent under this Agreement shall be abated from the date of the occurrence of such damage or destruction until the Premises can again be used for Sublessee’s intended purposes. In the event the damage is so extensive that Sublessor decides, in its reasonable discretion, not to repair or rebuild the Property, or if the casualty is not of a type insured against under standard fire policies with extended type coverage, this Agreement shall be terminated as of the date of such casualty, and the Rent (taking into
account any abatement as aforesaid) shall be adjusted to the termination date and Sublessee shall thereupon promptly vacate the Premises. The obligation of the Sublessor hereunder does not extend to Sublessee’s Facilities.

8.2 If at any time during the term of this Agreement all or substantially all of the Premises or the Property, shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Sublessee may terminate this Agreement by providing written notice to Sublessor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent shall be apportioned as of said date and reimbursed to Sublessee. Sublessor and Sublessee shall each be entitled to pursue their own separate award with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, this Agreement shall continue and each of Sublessor and Sublessee shall be entitled to pursue their own separate awards with respect to such taking.

9. **Taxes.** Sublessee shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the leasehold estate, presence or installation of Sublessee’s Facilities. Sublessor hereby grants to Sublessee the right (with written notice to Sublessor complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Sublessor and/or Sublessee, any personal property tax, real property tax or other fee or assessment that may affect Sublessee. If Sublessor receives notice of any personal property or real property tax assessment against Sublessor, which may affect Sublessee and is directly or indirectly attributable to Sublessee’s installation, Sublessor shall provide timely notice of the assessment to Sublessee sufficient to allow Sublessee to consent to or challenge such assessment. Such notice must comply with Section 12 below.

10. **Insurance, Subrogation and Indemnification.**

10.1 Sublessee shall provide commercial general liability insurance in an aggregate amount of Two Million and 00/100 Dollars ($2,000,000.00) with a minimum combined single limit for each occurrence of One Million and 00/100 Dollars ($1,000,000.00); “All Risk” property insurance for its property replacements costs; and Statutory Worker’s Compensation Insurance as required by law; a minimum of One Million and 00/100 dollars ($1,000,000.00); Employer’s Liability; and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Sublessee and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million and 00/100 Dollars ($2,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage. Sublessor shall be named as an additional insured on the commercial general liability and automobile liability policies and shall be provided with a certificate of insurance as requested by Sublessor at the Effective Date of this Agreement and subsequently. Sublessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Sublessee may maintain. The commercial general liability, Workers’ Compensation/Employer’s Liability, and Automobile Liability insurance policies required under this Section 10 shall require a thirty (30) day prior written notice to Sublessor upon any cancellation, except for non-payment of premium of such policies. All insurance policies may be written with commercially reasonable deductibles.

10.2 The commercial general liability and automobile liability policies required to be maintained by under subsection 10.1 shall name Sublessor and any subsidiary entities of Sublessor, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, and agents as additional insureds (herein referred to as the “Additional Insureds”).

Business Unit #: 879186
Site Name: Gretna Fire Station
10.3 Certificates of insurance for each insurance policy required to be obtained by Sublessee in compliance with this Section 10 shall be filed and maintained with Sublessor annually during the term of this Agreement. Sublessee shall advise Sublessor as soon as reasonably possible of any claim or litigation that may result in liability to Sublessor or material reduction in available limits of coverage under the insurance policies described above.

10.4 All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nebraska or (if allowed by the laws of the State of Nebraska) surplus line carriers on the State of Nebraska's Insurance Commissioner's (or functional equivalent thereof) approved list of companies qualified to do business in the State of Nebraska. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

10.5 **Indemnification.** Each Party shall indemnify and defend the other Party against, and hold the other Party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Premises or the Property by such indemnifying Party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other Party, its employees, contractors, servants or agents.

11. **Hazardous Substances Prohibited.**

11.1 **Sublessee's Obligation and Indemnity.** Sublessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Premises in any manner prohibited by law. Sublessee shall indemnify and hold Sublessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Material on the Premises if caused by Sublessee or persons acting under Sublessee.

11.2 **Sublessor's Obligation and Indemnity.** Sublessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Property or the Premises in any manner prohibited by law. Sublessor shall indemnify and hold Sublessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Material on the Property or the Premises unless caused by Sublessee or persons acting under Sublessee.

11.3 The term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal,
presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

12. **Notices.**

12.1 All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Sublessor or Sublessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

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<thead>
<tr>
<th>If to Sublessor:</th>
<th>Russ Mayer</th>
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<tbody>
<tr>
<td></td>
<td>on behalf of the</td>
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<tr>
<td></td>
<td>Gretna Volunteer Fire and Rescue Department</td>
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<td></td>
<td>11175 South 204th Street</td>
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<tr>
<td></td>
<td>P.O. Box 185</td>
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<td></td>
<td>Gretna, NE 68028</td>
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<tr>
<th>With Copy to:</th>
<th>Robert F. Peterson</th>
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<tr>
<td></td>
<td>Laughlin, Peterson &amp; Lang</td>
</tr>
<tr>
<td></td>
<td>11718 Nicholas Street, Suite 101</td>
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<tr>
<td></td>
<td>Omaha, NE 68154</td>
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<tr>
<th>If to Sublessee:</th>
<th>STC Five LLC</th>
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<td></td>
<td>c/o Crown Castle USA Inc.</td>
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<td></td>
<td>E. Blake Hawk, General Counsel</td>
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<td>Attn: Legal Department</td>
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<tr>
<td></td>
<td>2000 Corporate Drive</td>
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<td></td>
<td>Canonsburg, PA 15317</td>
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<tr>
<th>If to Prime Lessor:</th>
<th>Rod Bueche</th>
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<tr>
<td></td>
<td>GRETNA RURAL FIRE PROTECTION DISTRICT</td>
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<td></td>
<td>11175 South 204th Street</td>
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<td>P.O. Box 185</td>
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<td>Gretna, NE 68028</td>
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</table>

12.2 Notice for all operational and emergency contacts shall initially be as follows and each Party shall promptly notify the other of changes in contact information as may occur from time to time:

Rod Bueche; 11175 South 204th Street, P.O. Box 185, Gretna, NE 68028; (402) 660-4644 (cell).

13. **Assignment and Subletting.** Sublessee shall have the right, without Sublessor's consent, to assign its rights under this Agreement or sublease space or grant a similar right of use or occupancy within the Premises to a third party.
14. **Quiet Enjoyment, Title and Authority.** Sublessor covenants and warrants to Sublessee that (i) Sublessor has full right, power and authority to execute this Agreement; (ii) Prime Lessor has title to the Property free and clear of any liens or mortgages, except those disclosed to Sublessee, of record, or which will not interfere with Sublessee’s rights to or use of the Premises; and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other Agreement binding on Sublessor. Sublessor covenants that at all times during the term of this Agreement, Sublessee’s quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Sublessee is not in default beyond any applicable grace or cure period.

15. **Mortgages.** In the event that the Premises are encumbered by a mortgage, Sublessor shall obtain and furnish to Sublessee a non-disturbance agreement for each such mortgage, in recordable form.

16. **Successors and Assigns.** This Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. **Waiver of Sublessor’s Lien.** Sublessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning Sublessee’s Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Sublessor gives Sublessee and mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Sublessee’s and/or mortgagee’s sole discretion and without Sublessor’s consent. Should Sublessee fail to remove Sublessee’s Facilities as required by this Agreement, then the waiver of lien rights is void.

18. **Dispute Resolution.**

19.1 Except as otherwise provided in this Agreement, any controversy between the Parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.

19.2 A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case of a Sublessor which is a public body, the authority to recommend decisions to Sublessor’s board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Sublessor’s Board or legislative body), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third-party mediator who is acquainted with dispute resolution methods. In the event the Parties are unable to appoint a mutually acceptable mediator, they shall jointly file a motion with the Sarpy County District Court asking that the Court appoint a mediator. Sublessor and Sublessee will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding.

19.3 The costs of mediation, including any mediator’s fees, and costs for the use of the facilities during the meetings, shall be borne equally by the Parties. Each Party’s costs and expenses will be borne by the Party incurring them.

19.4 If the dispute is not resolved by mediation, either Party may initiate litigation. The exclusive venue for litigation shall be Sarpy County District Court, Sarpy County, Nebraska.
20. **Attorneys’ Fees.** Notwithstanding any provision contained in this Agreement to the contrary, should either Party institute any legal proceeding against the other for breach of any provision herein contained and prevail in a final judgment in such action, such other Party shall reimburse the prevailing Party for the cost of expenses of such prevailing Party, including, without limitation, its reasonable attorneys’ fees actually and all costs of associated with such litigation.

21. **Previous Agreements.** In the event there are existing agreement between Sublessor and Sublessee (or its predecessors-in-interest) covering the Property or Premises, it is agreed and understood that this Agreement shall cancel, supersede and terminate said prior agreements as of the date of this Agreement.

22. **Miscellaneous.**

22.1 **Entire Agreement.** This Agreement, including the recitals, constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

22.2 **Waiver.** All rights and obligations created under this Agreement shall survive any attempt, other than through a valid Amendment to remove or modify them. No action or failure to act by either Party, other than the execution of a valid written Amendment, may waive any right or obligation to subsequently act, refrain from acting, or command the action or inaction of the other Party, as applicable, as provided within this Agreement.

22.3. **Invalidity.** If any provision of this Agreement is invalid or unenforceable with respect to either Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.4. **Authority.** Each Party to this Agreement represents, warrants and acknowledges that it has all power and authority to execute and deliver this Agreement.

23.5 **Construction.** In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

23.6 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

23.7 **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Nebraska, and venue shall be in Sarpy County.

23.8. **Survival.** All obligations of the Parties hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation, Sublessee’s payment obligations and obligations concerning the condition of the Premises.

23.9 **Recordation.** Sublessor acknowledges that a memorandum of this Agreement in the form of Exhibit “D” attached hereto and made a part hereof, may be recorded by Sublessee, at its sole
cost and expense, in the official records of Sarpy County. Sublessor agrees to promptly execute such memorandum at the request of Sublessee.

23.10 **Force Majeure.** Whenever a day or a period of time is appointed to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such Party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty inability to obtain any materials or to obtain electricity or energy, weather or other acts of God, or other causes beyond such Party's reasonable control (financial inability excepted); provided, however, that except as expressly set forth herein, this Section 23.10 shall not excuse Sublessee from the payment of the Rent required hereunder.

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

[Signature page to follow]
The effective date of this Agreement ("Effective Date") is the date of execution by the last Party to sign.

SUBLESSOR:

GRETA VOLUNTEER FIRE AND RESCUE DEPARTMENT,
A Nebraska corporation

By: [Signature]
Name: Rod Bugbee
Title: Fire Chief
Dated: 1/6/2015

SUBLESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: [Signature]
Name: Lisa A. Sedgwick
Title: RET Manager
Dated: 1/20/2015

PRIME LESSOR:

GRETNA RURAL FIRE PROTECTION DISTRICT

By: [Signature]
Name: Rod Bugbee
Title: Fire Chief
Dated: 1/6/2015
EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 2, Gretna Business Park, located in the Southwest Quarter of Section 30, Township 14 North, Range 11 East of the 6th P.M., City of Gretna, Sarpy County, Nebraska.

PID (Property Identification Number):

11301406

Also known as:

11175 South 204th Street, Gretna, Nebraska 68028
EXHIBIT B

DESCRIPTION OF PREMISES

TOWER LEASE (AS SURVEYED)

A 2,632 square foot (0.06± acres) Tower Lease, situated in part of Lot 2, GRETNA BUSINESS PARK, in Sarpy County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of said Lot 2 (Found 1/2" Pipe); thence along the South line of said Lot 2, North 89°57'22" West, a distance of 16.59 feet; thence leaving said South line, North 01°15'54" West, a distance of 22.09 feet to the POINT OF BEGINNING; thence South 89°50'03" West, a distance of 51.64 feet; thence North 00°12'39" West, a distance of 51.66 feet; thence South 89°40'45" East, a distance of 50.70 feet; thence South 01°15'54" East, a distance of 51.24 feet to the POINT OF BEGINNING.

OWNER: GRETNA RURAL FIRE DISTRICT
PARCEL NO.: 011301406

NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in part of Lot 2, GRETNA BUSINESS PARK, in Sarpy County, Nebraska, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner of said Lot 2 (Found 1/2" Pipe); thence along the South line of said Lot 2, North 89°57'22" West, a distance of 16.59 feet; thence leaving said South line, North 01°15'54" West, a distance of 83.33 feet to the POINT OF BEGINNING of said centerline; thence North 89°40'45" West, a distance of 32.32 feet; thence North 00°19'15" East, a distance of 224.22 feet to the South Right of Way line of HUSKER DRIVE (Public Right of Way) as it presently exists, and the POINT OF TERMINATION. Containing 5,132 square feet (0.12± acres).

OWNER: GRETNA RURAL FIRE DISTRICT
PARCEL NO.: 011301406
EXHIBIT D

MEMORANDUM OF LEASE
WHEN RECORDED RETURN TO:

Prepared by:  
Shustak & Partners, P.C.  
401 West “A” Street, Suite 2330  
San Diego, CA 92101  

A.P.N. 011301406

MEMORANDUM OF AMENDED AND RESTATED  
SITE SUBLEASE AGREEMENT

This Memorandum of Amended and Restated Site Sublease Agreement is made effective this 20th day of January, 2015 by and between GRETNA VOLUNTEER FIRE AND RESCUE DEPARTMENT, a Nebraska corporation ("Sublessor"), having a mailing address of 907 Burns Place, Gretna, NE 68028, GRETNA RURAL FIRE PROTECTION DISTRICT ("Prime Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Sublessee").

1. Sublessor and Sublessee's predecessor in interest, Sprint Spectrum L.P., a Delaware limited partnership ("Sprint") entered into a PCS Site Agreement dated May 8, 2001 (the "Sprint Sublease"), whereby Sprint leased certain real property, together with access and utility easements, located in Sarpy County, Nebraska from Sublessor (the "Sprint Premises"), all located within certain real property leased by Sublessor.
2. Sublessor and Sublessee’s predecessor in interest, Qwest Wireless, L.L.C., a Delaware limited liability company ("Qwest"), entered into an Option and Site Sublease Agreement dated November 8, 2000, as amended by that certain First Amendment to Option and Site Sublease Agreement dated May 25, 2004 (the "Qwest Sublease"), whereby Qwest leased certain real property, together with access and utility easements, located in Sarpy County, Nebraska from Sublessor (the “Qwest Premises”), all located within certain real property leased by Sublessor.

3. Sublessee is currently the lessee under the Sprint Sublease and the sublessee under the Qwest Sublease as ultimate successor in interest to Sprint and Qwest.

4. Sublessor and Prime Lessor entered into a Business Lease dated September 27, 2000, whereby Sublessor leases certain real property described as a 50' by 50' tract in the southeast corner of Lot 2, Gretna Business Park (the “Property”). The Property, of which the Sprint Premises and Qwest Premises are a part, is more particularly described on Exhibit A attached hereto.

5. Sublessor and Sublessee desire to combine the Sprint Sublease and Qwest Sublease (collectively, the “Subleases”), extend the term of the Subleases, restate the leased premises (the “Premises”), and make other amendments thereto using Sublessor’s new model template, and have entered into an Amended and Restated Site Sublease Agreement, of which this is a Memorandum, providing an initial term expiring on November 14, 2015, and five (5) additional Renewal Terms of five (5) years each. Pursuant to the Amended and Restated Site Sublease Agreement, the final Renewal Term expires on November 14, 2040.

6. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.
7. During the Term of this Agreement, Sublessee shall have an irrevocable option ("Option") to sublease, on the same terms and conditions set forth in this Agreement, up to a maximum of nine hundred twenty-five (925) square feet of real property adjacent to the existing Premises, at a location to be determined by Sublessee, subject to Sublessor’s prior written consent, not to be unreasonably withheld, conditioned, delayed or denied ("Additional Sublease Area") (hereinafter, the defined term “Premises” shall be deemed to include the Additional Sublease Area unless the context expressly indicates otherwise). In addition, Sublessee may sublease any additional land within the Premise Lease Premises, on a space available basis, on the same terms and conditions set forth in this Agreement. Sublessee may exercise the Option by providing written notice to Sublessor at any time. Within thirty (30) days after Sublessee’s exercise of the Option, Sublessor shall execute and deliver an amendment to the Agreement, a memorandum of agreement and/or amendment, and any other documents necessary to grant and record Sublessee’s interest in the Additional Sublease Area.

8. If requested by Sublessee, Sublessor will execute, at Sublessee’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Sublessee in Sublessee’s absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating a communications facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Sublessor agrees to be named applicant if requested by Sublessee. Sublessor shall be entitled to no further consideration with respect to any of the foregoing matters.
9. The terms, covenants and provisions of the Amended and Restated Site Sublease Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Sublessor, Prime Lessor and Sublessee.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Amended and Restated Site Sublease Agreement is on file with Sublessor, Prime Lessor and Sublessee.

[Execution Pages Follow]
IN WITNESS WHEREOF, hereunto and to duplicates hereof, Sublessor has caused this Memorandum to be duly executed on the day and year first written above.

**SUBLESSOR:**
**GRETA VOLUNTEER FIRE AND RESCUE DEPARTMENT,**
A Nebraska corporation

By: ________________________________
Print Name: ________________________
Title: ______________________________

[Acknowledgment appears on following page]
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ____________

COUNTY OF ____________

On this _____ day of ________________, 201_ before me ________________________ (notary public), personally appeared ________________________ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ____________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (notary public)

(NOTARY SEAL)

______________________________________

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Amended and Restated Site Sublease Agreement
Number of Pages _____ Date of Document _________
IN WITNESS WHEREOF, hereunto and to duplicates hereof, Prime Lessor has caused this Memorandum to be duly executed on the day and year first written above.

PRIME LESSOR:
GRETNA RURAL FIRE PROTECTION DISTRICT

By: ____________________________
Print Name: ____________________
Title: __________________________

[Acknowledgment appears on following page]
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ________    }
    }
COUNTY OF ________    }

On this ___ day of _____________, 20___ before me ______________________
(notary public), personally appeared ________________________________ (print name),
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____________ that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________ (notary public)

(NOTARY SEAL)

________________________________________

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it
could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Amended and Restated Site Sublease Agreement
Number of Pages ______ Date of Document ____________
IN WITNESS WHEREOF, hereunto and to duplicates hereof, Sublessee has caused this Memorandum to be duly executed on the day and year first written above.

SUBLESSEE:
STC FIVE LLC, a Delaware limited liability company

   By: Global Signal Acquisitions II LLC,
       a Delaware limited liability company
   Its: Attorney In Fact

   By: ________________________________
   Print Name: _________________________
   Title: ______________________________

[Acknowledgment appears on following page]
ALL PURPOSE ACKNOWLEDGMENT

STATE OF _______________  
COUNTY OF _______________  

On this ___ day of ___________________, 201__ before me _____________________________ (notary public), personally appeared _____________________________ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _______________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____________________________ (notary public)

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Amended and Restated Site Sublease Agreement  
Number of Pages _____  Date of Document _______________
EXHIBIT A
(Legal Description of the Property)

Lot 2, Gretna Business Park, located in the Southwest Quarter of Section 30, Township 14 North, Range 11 East of the 6th P.M., City of Gretna, Sarpy County, Nebraska.

PID (Property Identification Number):

11301406

Also known as:

11175 South 204th Street, Gretna, Nebraska 68028
EXHIBIT E

ASSIGNMENT AGREEMENTS
ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the “Assignment”) is hereby made and entered into as of the 20th day of January, 2015 (“Effective Date”) by and between Gretna Volunteer Fire and Rescue Department, a Nebraska corporation, having a mailing address of 11175 South 204th Street, P.O. Box 185, Gretna, NE 68028 (“Assignor”), and Global Signal Acquisitions IV LLC, a Delaware limited liability company, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“Assignee”).

RECITALS

A. Assignor and USCOC of Greater Iowa, Inc., a Pennsylvania corporation, doing business as U.S. Cellular (“U.S. Cellular”) entered into that certain Ground Lease, dated March 17, 2005 (a copy of this Ground Lease is attached hereto as Exhibit “A”) (the “Ground Lease”) whereby Assignor leased to U.S. Cellular a certain portion of Assignor’s real property located in Gretna, NE (the “Leased Premises”). Assignor’s property, of which the Leased Premises are a part, being shown on the Tax Map of Sarpy County as Tax Parcel Number 011301406, and being more particularly described on Exhibit “B” attached hereto (“Assignor’s Property”);

B. Assignor and STC FIVE LLC, a Delaware limited liability company, by and through Assignee, its attorney in fact, have entered into an Amended and Restated Site Sublease Agreement (“Amended and Restated Agreement”) relating to Assignor’s Property; and

C. Assignor desires to assign the Ground Lease to Assignee, and Assignee desires to assume the rights and obligations under the Ground Lease.

NOW, THEREFORE, for and in consideration of Assignor entering into the Amended and Restated Agreement and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. Assignment of Ground Lease. Assignor hereby conveys, grants, assigns and transfers to Assignee all of Assignor’s right, title and interest under the Ground Lease, except that Assignor reserves the right to receive payment of Rent, as set forth in Section 6.D. Commencing on the Effective Date of this Assignment, U.S. Cellular shall pay Rent to Assignee, and Assignee shall remit all such Rent payments to Assignor by the first day of the second month following the date Assignee receives each such payment from U.S. Cellular.

3. Assumption of Ground Lease. Assignee hereby accepts the assignment of the Ground Lease as herein set forth, expressly assumes the performance of all of Assignor’s obligations under the Ground Lease (other than obligations arising out of the acts or conduct of Assignor
prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor is responsible under the terms of the Ground Lease) arising from and after the date of this Assignment to the same extent as if the Assignee were named as the lessor under the Ground Lease.

4. **Indemnity by Assignee.** At its sole cost and expense, Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys’ fees), judgments, proceedings and causes of action of any kind ("Claims") whatsoever arising out of, or in any way connected with, this Assignment or the assignment and transfer of the lessor’s obligations under the Ground Lease to Assignee as herein provided from, and after, the date of this Assignment, except for Claims arising out of Assignor’s failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessor under the Ground Lease prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor is responsible under the terms of the Ground Lease. Also, at its sole cost and expense, Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all Claims whatsoever arising out of, or in any way connected with, Assignee’s failure to perform and discharge any of the terms, covenants, conditions and agreements required to be performed by Assignee as the lessor under the Ground Lease from, and after, the date of this Agreement, except for Claims arising out of Assignor’s failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessor under the Ground Lease prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor is responsible under the terms of the Ground Lease.

5. **Indemnity by Assignor.** At its sole cost and expense, Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all Claims whatsoever arising out of, or in any way connected with, Assignor’s performance or discharge, or failure of such performance or discharge, of any of the terms, covenants, conditions and agreements required to be performed by Assignor as the lessor under the Ground Lease prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessor is responsible under the terms of the Ground Lease.

6. **Agreement of the Parties.** Assignor and Assignee hereby expressly agree as follows:

   A. Assignor is the current holder of a lessor’s interest in the Ground Lease.

   B. The Ground Lease is in full force and effect.

   C. A true and correct copy of the Ground Lease is attached hereto as Exhibit “A” and incorporated herein by this reference. The Ground Lease, and all amendments, if any, constitutes the entire agreement between U.S. Cellular, Assignor and Assignee with respect to the Leased Premises. There are no present outstanding defaults pursuant to the terms and provisions of the Ground Lease by either U.S. Cellular or Assignor, and no party has knowledge of any facts which, with the giving of notice, passage of time, or both, would constitute a default by any party under the Ground Lease.
D. The current rent (the "Rent") being paid by U.S. Cellular to Assignor under the
Ground Lease is per month, and the Rent has been paid through and including the Effective Date of
this Assignment.

E. The Ground Lease provides for an initial term of five (5) years, commencing
April 29, 2005 and expiring April 28, 2010, followed by five (5) renewal terms of
five (5) years each (the "Renewal Terms"). The final Renewal Term will expire
April 28, 2030.

F. Upon commencement of each Renewal Term, Rent is to be increased by an
amount equal to of the then-current rent.

7. Termination. In the event the Amended and Restated Agreement terminates for any
reason other than default of Assignor, this Assignment shall be deemed void, and all right, title
and interest in the Ground Lease shall revert to Assignor.

8. Attorneys’ Fees. In the event of any dispute hereunder, or of any action to interpret or
enforce this Assignment, any provision hereof or any matter arising herefrom, the prevailing
party shall be entitled to recover its reasonable costs, fees and expenses, including, but not
limited to, witness fees, expert fees, attorney (in-house and outside counsel), paralegal and legal
assistant fees, costs and expenses, and other professional fees, costs and expenses, whether suit
be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy action,
at trial or on appeal.

9. Survival of Terms. The representations, warranties and indemnities set forth herein shall
survive the execution and delivery of this Assignment and shall continue in full force and effect
during the term of the Ground Lease.

10. Binding Agreement. This Assignment constitutes the entire agreement between the
parties hereto with respect to the transaction contemplated herein, and it supersedes all prior
understandings or agreements between the parties relative to such assignment.

11. Execution and Counterparts. To facilitate execution, the parties hereto agree that this
Assignment may be executed and teledupied to the other party and that the executed teledup copy
shall be binding and enforceable as an original. This Assignment may be executed in as many
counterparts as may be required and it shall not be necessary that the signature of, or on behalf of,
each party, or that the signatures of all persons required to bind any party, appear on each
counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the
signatures of the persons required to bind any party, appear on one or more of such counterparts.

12. Notices. Any notice, communication, request, reply or advise (hereinafter severally and
collectively, "Notice") regarding this Assignment shall be in writing and shall be given by: (a)
established express delivery service which maintains delivery records; (b) hand delivery; or, (c)
certified or registered mail, postage prepaid, return receipt requested. Notice may also be given
by facsimile, provided Notice is concurrently given by one of the above methods. Notice is
effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Notice shall be sent to the parties at the following addresses:

Assignor: Russ Mayer
on behalf of the
Gretna Volunteer Fire and Rescue Department
11175 South 204th Street
P.O. Box 185
Gretna, NE 68028

Assignee: Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

Any party shall have the right from time to time to change their respective address for Notice by providing the other with thirty (30) days’ prior written notice in the manner set forth above.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

GRETA VOLUNTEER FIRE AND RESCUE DEPARTMENT,
A Nebraska corporation

By: ______________________
Print Name: ______________________
Title: ______________________

ASSIGNEE:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: ______________________
Print Name: ______________________
Title: ______________________
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ____________ }
}{
COUNTY OF ____________ }

On this ____ day of ______________, 201__ before me ________________ (print name), personally appeared ________________ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ____________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________ (notary public)

(NOTARY SEAL)

______________________________

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Assignment and Assumption of Ground Lease
Number of Pages _____ Date of Document _____________
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ________________

COUNTY OF ________________

On this ___ day of ________________, 201__ before me __________________________ (print name), personally appeared __________________________ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________ (notary public)

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Assignment and Assumption of Ground Lease
Number of Pages _____  Date of Document _____
EXHIBIT A
COPY OF THE GROUND LEASE
EXHIBIT B
COPY OF THE UNDERLYING DEED
MASTER LEASE AND SUBLEASE

THIS MASTER LEASE AND SUBLEASE (this "Agreement") is made and entered into this 26th day of May, 2005 (the "Effective Date"), by STC FIVE LLC, a Delaware limited liability company ("Lessor"), SPRINT SPECTRUM L.P., a Delaware limited partnership ("Sprint Collocator"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Lessee"), and GLOBAL SIGNAL INC., a Delaware corporation ("Global Parent"). Lessor, Sprint, Lessee and Global Parent are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS certain Affiliates of Sprint operate throughout the United States and its territories the Sites, which include Towers and related equipment and, in some cases, buildings, and such Affiliates either own, ground lease or otherwise have an interest in the tracts of land on which such Towers are located;

WHEREAS, Lessee desires to lease or pre-lease the Sites;

WHEREAS the obligations set forth in this Agreement are interrelated and required in order for Lessee to lease or pre-lease the Sites;

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Definitions.

For purposes of this Agreement, the following capitalized terms have the following respective meanings:

"AAA" means the American Arbitration Association or any successor entity.

"Additional Master Lease and Sublease" collectively and individually, means Master Lease and Sublease One, Master Lease and Sublease Two, Master Lease and Sublease Three, Master Lease and Sublease Four and Master Lease and Sublease Six.

"Additional Master Lease Lessee" means the "Lessee," as defined in a Cross-Defaulted Master Lease and Sublease.

"Additional Master Lease Lessor" collectively and individually, means the "Lessor," under and as defined in each Cross-Defaulted Master Lease and Sublease.

"Additional Master Lease Sprint Collocator" collectively and individually, means the "Sprint Collocator," under and as defined in each Cross-Defaulted Master Lease and Sublease.

"Additional Master Lease Sprint Additional Party" collectively and individually, means the "Sprint Additional Party(s)," under and as defined in each Cross-Defaulted Master Lease and Sublease.
lessee, Sprint Telephony PCS, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Two" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Two LLC, a Delaware limited liability company, as lessor, SprintCom, Inc., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Three" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Three LLC, a Delaware limited liability company, as lessor, American PCS Communications, LLC, as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Four" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Four LLC, a Delaware limited liability company, as lessor, PhillieCo, L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease and Sublease Six" means that certain Master Lease and Sublease, dated as of May 26, 2005, by and among STC Six Company, a Delaware statutory trust, as lessor, Sprint Spectrum L.P., as Sprint Collocator, Global Signal Acquisitions II LLC, as lessee, and Global Signal Inc.

"Master Lease Site" means, for purposes of this Agreement, any Site, (a) which is identified in Exhibit A-1 (the "Initial Master Lease Sites"); and (b) any Site added to this Agreement as a Master Lease Site as provided herein.

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed and/or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assigns of the holder.

"Non-Collocation Sites" has the meaning set forth in Section 6(e).

"Non-Contributable Sites" has the meaning set forth in the Agreement to Lease and Sublease.

"Non-Financeable Sites" has the meaning set forth in 41(e).

"Non-Financeable Site Financing Cost" means, with respect to each Non-Financeable Site included in the Final Non-Financeable Sites Statement, an amount equal to the product of (x) 12% of the aggregate individual Site Prepaid Rent attributable to the Non-Financeable Sites and (y) a fraction, the numerator of which is the amount of debt (not to exceed $850,000,000) Lessee obtains in connection with the consummation of the transactions under the Agreement to Lease and Sublease and the denominator of which is the sum of (1) the Rent and Pre-Lease Rent,
the following shall not be Permitted Acts: (i) any substitution or replacement of the Leased Property; (ii) any merger or consolidation of the Lessee or its Affiliates; (iii) any modification, alteration, addition or improvement to the Leased Property, in each case, which fails to comply with the provisions of Rev. Proc. 2001-28, 2001-1 C.B. 1156; (iv) any voluntary or involuntary case or proceeding seeking relief of debts of the Lessee or its Affiliates, (v) any assignment of the Lessee's interest in the transactions contemplated by the Transaction Documents; (vi) the entry into a New Lease under Section 40 of this Agreement; and (vii) any severance of this Agreement under Section 41.

"Permitted Encumbrances" has the meaning set forth in the Agreement to Lease and Sublease.

"Permitted Use" means use of each Site for the purposes of: (a) constructing, installing, operating, repairing, altering, managing, maintaining and marketing the Tower and Improvements of each Site and making further Improvements to such Site as permitted under this Agreement, and (b) the use of such Site by Sprint Collocator with respect to the Sprint Collocation Space or any Available Space at such Site subject to the terms of the Collocation Agreements and this Agreement, as the case may be, and (c) the use by Tower Subtenants of any portions of the Land, Tower and Improvements of such Site (including any Available Space) as is reasonably necessary for operation of the Communications Facilities of such Tower Subtenants subject to the terms of the Collocation Agreements and this Agreement.

"Person" means any individual, corporation, limited liability company (or series thereof), partnership, association, trust or any other entity or organization, including a Governmental Authority.

"Pre-Lease Rent" has the meaning set forth in Section 11(b).

"Pre-Lease Site" means, for purposes of this Agreement, each Site which is not identified as a Master Lease Site on Exhibit A-1 and is therefore subject to this Agreement as a Pre-Lease Site as of the Effective Date, until such Site is converted to a Master Lease Site as provided herein.

"Preliminary Non-Financeable Sites Statement" has the meaning set forth in Section 41(c)(i).

"Prime Rate" means the rate of interest reported in the "Money Rates" column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks.

"Proceeds" means all insurance moneys recovered or recoverable by Lessor, Lessee or Sprint Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

"Property Taxes" means, as to each Site, any and all of the following levies, assessed or imposed upon, against or with respect to the Site, any part of the Site, or the use and occupancy of the Site at any time during the Term as to such Site (whether imposed directly by a Governmental Authority or indirectly through any other Persons, and including any penalties,
one hundred sixty percent (160%) of the Expiring Ground Rent for such Site. The foregoing assumes the term of the applicable Ground Lease for which Renewal Ground Rent and Expiring Ground Rent are calculated are of equivalent length, and, if not of equivalent length, the period over which the Ground Rent for the Expiring Ground Lease shall be calculated shall match the length of the term of the Lessee Negotiated Renewal or Lessor Negotiated Renewal, as applicable.

"Site" means all of the Sites identified on Exhibit A hereto, which includes all Master Lease Sites and Pre-Lease Sites, as applicable, now or hereafter subject to this Agreement. As used in this Agreement, reference to a Site (including any reference to a Master Lease Site or a Pre-Lease Site) will include the Land, the Tower, the Improvements (excluding Severable Alterations) and Non-Severable Alterations but will not include Sprint's Improvements or Sprint's Communications Equipment or any Tower Subtenant's Improvements or Tower Subtenant's Communications Equipment and in each case shall include all of the Leased Property with respect to such Site.

"Site Designation Supplement" means, as to any Master Lease Site, a supplement to this Agreement, in substantially the form of Exhibit B attached to this Agreement.

"Site Expiration Date" means, as to any Site, (a) as to an Owned Site, the Site Expiration Outside Date and (b) as to a Leased Site or Other Interest Site, the sooner to occur of (i) one day prior to the expiration of the relevant Ground Lease (as the same may be extended or renewed pursuant to the terms of this Agreement), or (ii) the Site Expiration Outside Date.

"Site Expiration Outside Date" means, as to any Site, May 25, 2037.

"Sprint" means Sprint Corporation and Affiliates thereof that are parties to the Agreement to Lease and Sublease.

"Sprint Additional Party" means each Sprint Group Member which, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Leased Property at a Pre-Lease Site to Lessor pursuant to the Agreement to Lease and Sublease.

"Sprint Buffer Zone" has the meaning set forth in Section 6(b).

"Sprint Collocation Charge" has the meaning set forth in Section 11(b).

"Sprint Collocation Space" means, as to each Site: (a) the portions of the Land and Improvements comprising the Site used or occupied exclusively by Sprint Collocator or its Affiliates, or on which any portion of Sprint's Communications Facility is located, operated or maintained as of the Effective Date (including, without limitation, portions of the Land and Improvements on which switches and other of Sprint's Communications Equipment are located and the air space above such portion of the Land and Improvements (to the extent such air space is not occupied by a third party on the Effective Date)), (b) the portion of the Tower on the Site on or within which any portion of Sprint's Communications Facility is located, operated or maintained as of the Effective Date (including without limitation, portions of the Tower on which any antennas, transmission lines, amplifiers and filters are located), plus (in the event Sprint Collocator maintains fewer than nine (9) 1' x 6' panel antennas on such Tower as of the
which is the number of years (to three decimal places) remaining from and after the applicable measuring date to the Site Expiration Outside Date and the denominator of which is thirty-two (32).

"Unpaid Amount" has the meaning set forth in Section 11(d).

"Withdrawal Cause" means, as to any Site, the inability of Sprint Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of Sprint's Communications Facility at such Site; provided, however, that Sprint Collocator may not assert Withdrawal Cause if Sprint Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by Sprint Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against Sprint Collocator or its Affiliates because of any alleged wrongdoing by Sprint Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

"Withdrawal Date" means the effective date of Sprint Collocator's election to terminate its leaseback or other use and occupancy of the Sprint Collocation Space at any Site pursuant to a Withdrawal Notice.

"Withdrawal Notice" has the meaning set forth in Section 10(a).

"Withdrawal Rights" means the rights of Sprint Collocator to elect to terminate its leaseback or other use and occupancy of the Sprint Collocation Space with respect to a Site as described in Section 10(a).

"Zoning Laws" means any zoning, land use or similar Laws, including, without limitation, Laws relating to the use or occupancy of any communications towers or property, building codes, zoning ordinances and land use regulations.

"90 Day Lessee Notice" has the meaning set forth in Section 16(c).

Any other capitalized terms used in this Agreement will have the respective meanings given to them elsewhere in this Agreement.

SECTION 2. Documents.

(a) This Agreement will consist of the following documents, as amended from time to time as provided herein:

(i) this Agreement;

(ii) the following Exhibits, which are incorporated herein by this reference:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>List of Sites</td>
</tr>
<tr>
<td>Exhibit A-1</td>
<td>List of Master Lease Sites</td>
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<tr>
<td>Exhibit B</td>
<td>Form of Site Designation Supplement</td>
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<tr>
<td>Exhibit C</td>
<td>Intentionally Omitted</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Form of Officer's Certificate of Sprint Corporation</td>
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<tr>
<td>Exhibit E</td>
<td>Form of Officer's Certificate of Global Signal Inc.</td>
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<td>Exhibits F and G</td>
<td>Intentionally Omitted</td>
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<tr>
<td>Exhibit H</td>
<td>Individual Site Rent and Option Purchase Price Amount</td>
</tr>
</tbody>
</table>

(iii) Schedules to the Exhibits, which are incorporated herein by reference and Schedule 1 hereto which is incorporated by reference; and

(iv) such additional documents as are incorporated by reference.

(b) If any of the foregoing are inconsistent, this Agreement will prevail over the Exhibits, the Schedules and additional incorporated documents.

**SECTION 3. Master Lease Sites and Pre-Lease Sites.**

(a) Subject to the terms and conditions of this Agreement, Lessor hereby lets, leases and demises unto Lessee, and Lessee hereby leases, takes and accepts from Lessor the Leased Property of all of the Master Lease Sites. Each Master Lease Site in addition to the Initial Master Lease Sites will be made subject to this Agreement by means of a Conversion Closing (after which Lessor and Lessee will execute and deliver at a Technical Closing a Master Lease Site Designation Supplement between Lessor and Lessee and the amendment of Exhibit A hereto to reflect such Site as a Master Lease Site instead of a Pre-Lease Site). Lessor and Lessee acknowledge and agree that this single Agreement is indivisible (except pursuant to Section 41(d)), intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement. All disclaimers of obligations by Sprint Collocator and its Affiliates under this Agreement are qualified in all respects by such Parties' representations, warranties and covenants under the Agreement to Lease and Sublease. In addition, the Parties acknowledge and agree that this Agreement is intended to be treated for U.S. federal income tax purposes as (i) a lease between Lessee and Lessor, with respect to the Sites, and (ii) a lease between Lessee and Sprint Collocator, with respect to the Sprint Collocation Space; and the Parties further agree to not take any position on any tax return that is inconsistent with such treatment.

(b) As to each Master Lease Site, this Agreement is a grant of a leasehold interest in each Owned Site; and as to Leased Sites and Other Interest Sites, this Agreement is a grant of a subleasehold or other interest in each Leased Site or Other Interest Site, as applicable.

(c) As to each Pre-Lease Site, Lessor hereby appoints, and Lessee agrees to act and will act, as the exclusive operator of the Leased Property at each of the Pre-Lease Sites during the Term as to each Pre-Lease Site. In performing its duties as operator of the Pre-Lease Sites, Lessee will manage, administer and operate each of the Pre-Lease Sites, subject to the provisions of this Agreement, in a manner (i) which is comparable to and in accordance with prudent
management and quality standards used in the telecommunications industry by nation-wide communications tower operators operating portfolios of comparable size and quality as that being leased and operated under this Agreement and (ii) consistent with the standards used to manage, administer and operate the Master Lease Sites. Except as specifically provided herein, no Sprint Additional Party nor Lessor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing with respect to any Pre-Lease Sites, all such rights being exclusively reserved to Lessee hereunder.

(d) Lessee hereby accepts the Leased Property at each Site in its "AS IS" condition, without any representation, warranty or covenant of or from Lessor, Sprint or their respective Affiliates whatsoever as to its condition or suitability for any particular use, except as may be expressly set forth in this Agreement or in the Agreement to Lease and Sublease. Except as set forth in this Agreement and the Agreement to Lease and Sublease, Lessee hereby acknowledges that neither Lessor, Sprint nor any agent or Affiliate of Lessor or Sprint has made any representation or warranty, express or implied, with respect to any of the Leased Property, or any portion of such Leased Property, or the suitability or fitness for the conduct of Lessee's business or for any other purpose, including the Permitted Use, and Lessee further acknowledges that it has had sufficient opportunity to inspect and approve the condition of the Leased Property at each of the Sites.

(e) From and after the Effective Date, Lessee will receive and will be entitled to all of the revenue generated by the Sites (including, without limitation, all revenue under the Collocation Agreements) and neither Lessor, Sprint nor any of their respective Affiliates will be entitled to any of such revenue, and if any such revenue is paid to any such Person, it will remit same to Lessee as soon as reasonably possible after any Sprint Group Member becomes aware of its receipt thereof (including, without limitation, by notice from Lessee of such receipt), but in no event more than ten (10) Business Days, and Sprint Collocator shall cause its Affiliates to perform any such obligation hereunder. Lessor or the applicable Sprint Additional Party (as applicable) will direct (or cause its Affiliate to direct), in writing, all payors of amounts due with respect to any Sites to pay such amounts to Lessee. From and after the Effective Date, and except as expressly provided in this Agreement, Lessee also will be responsible for the payment of, and will pay, all expenses related to or associated with the Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. The rights granted to Lessee under this Agreement include, with respect to each Tower, the right of Lessee to use and employ, to the extent such rights may be legally granted to or used by Lessee, the Tower Related Assets related to the Sites.

(f) Lessee may from time to time make, subject to the requirements of Section 13, such Alterations as Lessee may deem desirable in the proper conduct of its business, so long as (i) such Alteration will not disrupt or otherwise adversely affect Sprint Collocator's use of the Site in any material respect and is made in accordance with the requirements set forth in Section 13 of this Agreement, (ii) such Alteration will not result in any material respect in (y) the value of the Site or portion of such Site being less than the value of such Site immediately prior to such Alteration, or (z) the economic life of the Site or portion of the Site being less than the economic life of the Site or portion of the Site immediately prior to such Alteration, and (iii) such Alteration will not cause the Site or portion of such Site to constitute "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156.
SECTION 4. Ground Leases.

(a) Lessee hereby acknowledges that, as to the Leased Property of each Leased Site or Other Interest Site, as applicable, this Agreement is subject and subordinate to all of the terms and conditions of the applicable Ground Lease of such Leased Site or Other Interest Site, as applicable. As to any Leased Site or Other Interest Site, as applicable, neither Lessor nor any other Sprint Group Member will be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and will not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation. Lessee agrees that it will promptly pay or cause to be paid the Ground Rent under each of the Ground Leases for the Leased Sites or Other Interest Sites, as applicable during the Term of this Agreement when such payments become due and payable and, if Lessee fails to pay Ground Rent under any Ground Lease on a timely basis, Lessee will be responsible for any applicable late charges, fees or interest payable to the Ground Lessor; provided, however, that should any Ground Lessor refuse the payment of Ground Rent for an applicable Site from any Person other than Lessor or its Affiliate, as applicable, then Lessor or its Affiliate, as applicable, after written notice from Lessee of the need for payment from such Person, will promptly pay such amount, and Lessee will reimburse Lessor therefor within five (5) days after the date of Lessor's payment. Except as provided in Section 4(c), Lessee will abide by, comply in all respects with, and fully and completely perform all terms, covenants, conditions, and provisions of each Ground Lease (including, without limitation, terms, covenants, conditions, and provisions relating to maintenance, insurance and alterations) as if Lessee were the "ground lessee" under the applicable Ground Lease and, to the extent evidence of such performance must be provided to the Ground Lessor of the applicable Ground Lease, Lessee will provide such evidence to Ground Lessor. Unless otherwise directed by Lessee or upon the suspension of the limited power of attorney granted to Lessee below, neither Lessor, Sprint, nor any of their respective Affiliates shall take any actions to interfere with Lessee acting as the "ground lessee" under any Ground Leases as long as Lessee is performing its obligations with respect to Ground Leases hereunder. To the extent that any Ground Lease imposes or requires the performance of the "ground lessee" thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition, or provision of this Agreement, the applicable term, covenant, condition, or provision of the Ground Lease will control and will constitute the duties and obligations of Lessee under this Agreement as to the subject matter of such term, covenant, condition, or provision. Lessee will not (and with respect to its activities on the Sprint Collocation Space, Sprint Collocator will not) engage in or permit any conduct that would: (i) constitute a breach of or default under any Ground Lease; or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate Lessor's right as ground lessee under such Ground Lease, or to exercise any other rights or remedies to which the Ground Lessor may be entitled for a default or breach under the applicable Ground Lease. In no event shall Lessee have any liability to any Sprint Group Member for any breach of a Ground Lease caused by an act or omission of Lessor or any Sprint Group Member, before, on, or after the Effective Date, and Sprint Collocator hereby indemnify and hold the Lessee Indemnitees harmless from and against and in respect of any and all Claims (other than Claims, to the extent arising from actions taken by Lessee or its Affiliates) paid, suffered, incurred or sustained by any Lessee Indemnitee and in any manner arising out of, by reason of, or in connection therewith. During the Term as to any Leased Site or Other Interest Site, as applicable, and subject to Sections 4(e) and 4(f) below, Lessee agrees to exercise prior to the expiration of the applicable Ground Lease and in

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accordance with the provisions of the applicable Ground Lease, any and all renewal options existing as of the Effective Date and any further renewal or extension options that may be granted by any Ground Lessor after the Effective Date for any such Leased Site or Other Interest Site, as applicable, under the Ground Leases of such Leased Sites or Other Interest Sites, as applicable; provided, however, that Lessee shall not be required to exercise any Ground Lease renewal option if Sprint Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein.

(b) Lessee will not be entitled to act as agent for, or otherwise on behalf of, Lessor or its Affiliates or to bind Lessor or its Affiliates in any way whatsoever in connection with any Ground Lease or otherwise except as provided in this Section 4. Lessor hereby delegates to Lessee the sole and exclusive right to perform the obligations of and assert the rights of the "ground lessee" under all Ground Leases and of the Sprint Additional Parties (or their respective Affiliates) under all Collocation Agreements with respect to Pre-Lease Sites, and to exercise all rights thereunder subject only to the other provisions of this Section 4. In accordance with the provisions of this Agreement, Lessee will have the right to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases, and Lessor hereby grants to Lessee a limited power of attorney and, subject to any limitation on such appointment herein, appoints Lessee as its agent and attorney to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases. The foregoing power of attorney and appointment are subject to the following requirements and limitations: (i) all amendments and other documentation executed by Lessee, and actions taken by Lessee on behalf of Lessor must comply in all respects with the requirements and provisions of this Agreement, (ii) upon request by Lessor, Lessee will provide Lessor with such summaries, documentation and other information relating to Lessee's negotiations and other activities pertaining to the Ground Lease and the Ground Lessors as Lessor may reasonably request, and (iii) the foregoing power of attorney and appointment granted herein to Lessee may be suspended by written notice from Lessor to Lessee at any time upon the occurrence of an event of default by Lessee under this Agreement or if Lessee violates or fails to comply with the foregoing requirements and limitations and until such violation or failure is cured. Lessee may use such power of attorney to (i) negotiate and execute any Ground Lease renewal that is for a term of not more than five (5) years, which may contain successive five (5) year renewal options and otherwise shall be on commercially reasonable terms, (ii) execute other modifications, waivers and amendments to Ground Leases (including non-disturbance agreements related thereto) that are reasonably required in the normal course of business and operations of the Sites, (iii) amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites. Lessor shall, from time to time and upon reasonable request from Lessee, execute documentation reasonably necessary to confirm Lessee's rights hereunder to a counterparty under a Collocation Agreement, within ten (10) Business Days of receipt of a request therefor by Lessee, provided, that Lessor and each Sprint Additional Party will not be required to obtain any new board resolutions from any Person that is a
limited liability company, partnership or trust. Lessee will, and does hereby agree to, indemnify, defend and hold the Sprint Indemnitees harmless from, against and in respect of any and all Claims paid, suffered, incurred or sustained by any Sprint Indemnitee and in any manner arising out of, by reason of, or in connection with all deeds and activities performed by Lessee pursuant to and under the authority granted by the power of attorney granted in this Section 4(b) (including, without limitation, a violation failure to comply with the foregoing requirements and limitations), provided, however, that such indemnity shall not be for amounts payable under a Ground Lease after the Site Expiration Outside Date, unless Lessee exercises its rights under Section 36 with respect to a Site or the terms and provisions of such Ground Lease that extends beyond the Site Expiration Outside Date are not commercially reasonable. Except as expressly provided in this Agreement, no amendment, renewal, extension or other change to any Ground Lease desired by Lessee during the Term pursuant to this Section 4 will be effected without the prior consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Lessor or the Sprint Additional Parties, as applicable, shall respond to any written request that they execute or consent to the execution of a Ground Lease amendment within ten (10) Business Days of written notice thereof, with a failure to respond being deemed a consent to the execution of such Ground Lease amendment by Lessee.

(c) With respect to any negotiations with a Ground Lessor of the terms of a renewal or extension of a Ground Lease (other than a renewal or extension pursuant to an option contained in such Ground Lease which Lessor is obligated to exercise pursuant to Section 4(a)), Lessee will, at Lessee’s sole cost and expense, use commercially reasonable efforts to negotiate and obtain an extension or renewal of all Ground Leases of the Leased Sites and Other Interest Sites on behalf of and for the benefit of Lessor, and Lessor, if requested by Lessee, will make commercially reasonable efforts to assist Lessee in obtaining such extension or renewal; provided, however, that such renewal or extension does not impose any liability or obligation on Lessor, Sprint Collocator or any of their respective Affiliates during the Term as to the applicable Site for which Lessee is not responsible (or subsequently agrees to be responsible) under the terms of this Agreement. If, at the conclusion of any such negotiations by Lessee (a "Lessee Negotiated Renewal"), Lessee has obtained a proposal from the applicable Ground Lessor for the renewal or extension of such Ground Lease that provides for Renewal Ground Rent under such renewal or extension that does not exceed one hundred sixty percent (160%) of the Expiring Ground Rent, does not increase any revenue sharing thereunder and does not impose any other conditions or responsibilities on the Lessee thereunder materially more onerous than in such Ground Lease prior to the renewal thereof for such Site, Lessee agrees that Lessee will be required to accept such proposal and use commercially reasonable efforts to cause such renewal or extension to be entered into (subject to Sprint Collocator not being in default hereunder at such Site beyond applicable notice and cure periods provided herein); provided, however, that in such event the Sprint Collocation Charge payable by Sprint Collocator under this Agreement for the Sprint Collocation Space at the Site that is subject to such renewal or extension will increase during the entire period of such renewal or extension (and any subsequent renewals or extensions thereof exercised prior to the applicable Withdrawal Date) by the amount of the Shared Ground Rent Increase Payment. If the proposed Lessee Negotiated Renewal provides for Renewal Ground Rent that exceeds one hundred sixty percent (160%) of the Expiring Ground Rent or otherwise increases any revenue sharing thereunder or otherwise imposes any other conditions materially more onerous than those contained in such Ground Lease prior to the renewal thereof for such Site, and Lessee does not desire to accept Renewal

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

LESSOR:

STC FIVE LLC

By [Signature]
Name: Leslie H. Meredith
Title: President
SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.

By

Name: Leslie H. Meredith
Title: Vice President

FOR PURPOSES OF SECTION 45 HEREOF:

SPRINT SPECTRUM L.P.

By

Name: Leslie H. Meredith
Title: Vice President

SPRINTCOM, INC.

By

Name: Leslie H. Meredith
Title: Vice President
LESSEE:
GLOBAL SIGNAL ACQUISITIONS II LLC

By __________________________
Name: _________________________
Title: __________________________

GLOBAL PARENT:
GLOBAL SIGNAL INC.

By __________________________
Name: _________________________
Title: __________________________
EXHIBIT A

List of Sites

[SEE ATTACHED]
<table>
<thead>
<tr>
<th>Count</th>
<th>Cascade ID</th>
<th>Address</th>
<th>City</th>
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EXHIBIT A-1

Master Lease Sites

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Subject: BU-879186_PLIC-609579_App-392302_Midwest Area_GRETNA FIRE STATION_SARPY COUNTY
District: MSP
BusinessUnit: 879186
ApplicationId: 392302
License: 609579
Area: MWA
Source Envelope:
Document Pages: 98
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking
Status: Original
5/16/2018 | 2:25:48 PM
Holder: Katrina Miles at Crown Castle
Katrina.Miles@crowncastle.com
Location: DocuSign

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Security Level: Email, Account Authentication
(Not)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

System Sync
system.sync@crowncastle.com
Security Level: Email, Account Authentication
(Not)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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| Electronic Record and Signature Disclosure | | |
| | | |
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To contact us by paper mail, send correspondence to
   Crown Castle
   2000 Corporate Drive
   Canonsburg, PA 15317

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Required hardware and software

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