

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-07**

**A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE BIG HILL AVENUE
TOWER OPTION AND LEASE AGREEMENT BETWEEN MADISON COUNTY,
KENTUCKY AND NEW CINGULAR WIRELESS PCS, LLC**

WHEREAS, Madison County, Kentucky (the "Landlord") and New Cingular Wireless PCS, LLC (the "Tenant"), by AT&T Mobility Corporation, its manager, wish to amend the lease agreement for the tower site located at 353 Big Hill Avenue, Richmond, KY; and

WHEREAS, the Landlord and Tenant entered into a Tower Option and Lease Agreement dated May 1, 2002, with amendments as follows:

- First Amendment dated March 13, 2006;
- Second Amendment dated January 29, 2015;
- Third Amendment dated April 25, 2017;
- Fourth Amendment dated September 25, 2018.

WHEREAS, the Landlord and Tenant agree to the terms and specifications set forth in the Fifth Amendment, with all other terms and conditions of the Tower Option and Lease Agreement remaining the same; which are attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Combs.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:
R-Taylor
Reagan Taylor
Madison County Judge Executive

1-23-2024
Date

Attested:
Kenny Barger
Kenny Barger
Madison County Clerk

1-23-24
Date

Market: Kentucky
Site Number: LX5090
Site Name: Madison
Fixed Asset Number: 10034527

FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("**FIFTH Amendment**"), dated as of the latter of the signature dates below, is by and between Madison County, Kentucky, having a mailing address of 135 West Irvine Street, Suite 300, Richmond, KY 40475, ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Tower Option and Lease Agreement dated May 1, 2002, as amended by First Amendment to Tower Option and Lease Agreement dated March 13, 2006, as amended by Second Amendment to Tower Option and Lease Agreement dated January 29, 2015, as amended by Third Amendment to Tower Option and Lease Agreement dated April 25, 2017, as amended by Fourth Amendment to Tower Option and Lease Agreement dated September 25, 2018 (hereinafter, collectively, the "Agreement") whereby Landlord leased to Tenant Leased Property, therein described, that are a portion of the Tower Site located at 358 Bill Avenue, Richmond, KY 40475; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to reflect that Tenant shall be authorized to place certain additional equipment on the Leased Property, attached hereto and incorporated by this reference; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to the Landlord; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the terms of the Agreement to permit Tenant to make future modifications to its equipment, subject to certain conditions; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Equipment. The Landlord and Tenant agree that Tenant's current permitted equipment configuration under this Agreement is hereby amended to include the modification and/or addition of equipment within the Leased Property as set forth in Exhibit A-2.

2. Rent. Section 4 of the Agreement, is hereby amended to increase Tenant's rental rate as follows:

Effective on the date this Fifth Amendment is last executed by both parties, the monthly rental rate shall be increased to Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) per month (the "Rent") and shall be subject to a two percent (2%) annual rent increase.

3. Future Equipment Modifications and Wind Loading Restrictions. Tenant, at its sole discretion, may install additional equipment on the Tower and/or on the existing Leased

Property for no additional cost, provided that the wind loading of Tenant's Tower equipment does not exceed thirty thousand (30,000) square inches and feedlines do not exceed forty-four (44.00) square inches. The total wind loading of Tenant's Tower equipment shall be calculated by multiplying the height in inches by the width in inches of each piece of equipment that will be installed on the Tower, including the mount steel and pipe mounts. In the event that Tenant's equipment modifications would result in Tenant's wind loading exceeding the thirty thousand (30,000) square inches allowed for Tower equipment or forty-four (44.00) square inches for feedlines, then Tenant shall be permitted to install the additional equipment and/or feedlines provided it pays Landlord as additional rent Fifteen Cents (\$0.15) for each square inch over the thirty thousand (30,000) square inches permitted for equipment and/or the forty-four (44.00) square inches permitted for feedlines. Notwithstanding the foregoing, Tenant shall not be permitted to install or modify additional equipment outside the existing Leased Property without Landlord's prior written consent.

4. Notices: All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site # LX5090
Cell Site Name : Madison (KY); FA No.: 10034527
1025 Lenox Park Blvd NE., 3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
RE: Cell Site # LX5090
Cell Site Name : Madison (KY); FA No.: 10034527
208 S. Akard Street
Dallas, TX 75202

If to Landlord:

Madison County, Kentucky
135 West Irvine Street, Ste. 300
Richmond, KY 40475
Attn: Judge Executive

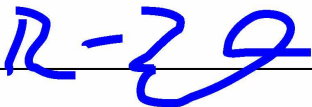
5. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

6. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

LANDLORD

Madison County, Kentucky

By: 

Name: Reagan Taylor

Title: Judge Executive

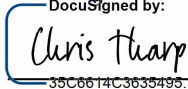
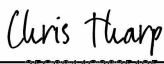
Date: 5-8-2024

TENANT

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By:  
35C6614C3635495...

Name: Chris Tharp

Title: Area Manager

Date: 5/8/2024

EXHIBIT A-2**Final Loading per this Fifth Amendment:****Allowable Limits:**

Tower Equipment: 30,000 square inches (SQIN)

Feedlines: 44.00 square inches (SQIN)

Tower Equipment under this Fifth Amendment: 19,153.55 SQIN (excluding mount)

Mount steel with pipe mounts for all sectors: 58.9 SQFT = 8,481.6 SQIN

Total Tower Equipment including all mount steel and pipe mounts: 27,635.15 SQIN

Total Feedlines under this Fifth Amendment: 43.03 SQIN

Tower Equipment:

(6) NNH4-65C-R6-V3	(96" x 19.60") 11,289.60 SQIN
(3) AIR 6449 B77D	(28.00" x 15.70") 1318.80 SQIN
(3) AIR 6419 B77G	(30.60" x 15.90") 1459.62 SQIN
(3) 4478 B14	(16.50" x 13.40") 663.30 SQIN
(3) RRUS-32 B66	(27.20" x 12.10") 987.36 SQIN
(3) RRUS 32 B30	(27.20" x 12.05") 983.28 SQIN
(3) 4449 B5/B12	(17.90" x 13.19") 708.30 SQIN
(3) 4415 B25	(14.96" x 13.19") 591.97 SQIN
(3) DC6-48-60-18-8F	(31.25" x 11.00") 1,031.25 SQIN
(1) DC9-48-60-24-8C-EV	(9.66" x 12.4") 120.07 SQIN

Mount and pipe mounts (included in Total Tower Equipment calculation above):

Mount steel for all sectors: 39.9 SQFT

Pipe Mounts for all sectors: 19.0 SQFT

Mount with pipe mounts for all sectors: 58.9 SQFT = 8,481.6 SQIN

Feedlines:

(12) 1-5/8" Coax	38.04 SQIN
(3) 3/8" Fiber Cables	0.36 SQIN
(3) 6 AWG (.092") DC Power Cables	1.98 SQIN
(5) 8 AWG (3/4") DC Power Cables	2.65 SQIN

Market: Kentucky
Cell Site Number: LX5090
Cell Site Name: Madison
Fixed Asset Number: 10034527

FOURTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("FOURTH Amendment"), dated as of the latter of the signature dates below, is by and between Madison County, Kentucky, having a mailing address of 101 West Main Street, Richmond, KY 40475, ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

WHEREAS, Landlord and Tenant entered into a Tower Option and Lease Agreement dated May 1, 2002, as amended by First Amendment to Tower Option and Lease Agreement dated March 13, 2006, as amended by Second Amendment to Tower Option and Lease Agreement dated January 29, 2015, as amended by Third Amendment to Tower Option and Lease Agreement dated April 25, 2017 (hereinafter, collectively, the "Agreement") whereby Landlord leased to Tenant Leased Property, therein described, that are a portion of the Tower Site located at 358 Bill Avenue, Richmond, KY 40475; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to the Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to provide the Tenant the right to enlarge the Leased Property; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth accordingly.

WHEREAS, Landlord and Tenant desire to amend the Agreement to reflect that Tenant shall be authorized to place certain additional equipment on the Leased Property, attached hereto and incorporated by this reference; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Equipment.** The Landlord and Tenant agree that Tenant's current permitted equipment configuration under this Agreement is hereby amended to include the modification and/or addition of equipment within the Leased Property as set forth in Exhibit A-1.

2. **Rent.** Section 4 of the Agreement, is hereby amended to increase Tenant's rental rate as follows:

Effective the date this amendment is last executed by both parties, the monthly rental rate shall increase by Three Hundred Fifty and No/100 Dollars (\$350.00), bringing the new monthly rent to One Thousand Four Hundred Fifty and 33/100 Dollars (\$1,450.33).

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this FOURTH Amendment, the terms of this FOURTH Amendment shall control. Except as expressly set forth in this FOURTH Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this FOURTH Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this FOURTH Amendment on the dates set forth below.

<SIGNATURES ON FOLLOWING PAGES>

"LANDLORD"

Madison County, Kentucky

By: R-T

Name: Reagan Taylor

Title: Judge Executive

Date: 10-4-18

LANDLORD ACKNOWLEDGEMENT

STATE OF Kentucky

COUNTY OF Madison

I, Francette Durbin, a notary public, do hereby certify that
Reagan Taylor personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 4th day of
October, 2018.

Francette Durbin
Notary Public: FRANCETTE DURBIN
My Commission Expires: 10/31/18



"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By:

Name:

Title:

Date:

Jason Allday
Jason Allday
Area Manager
9/20/18

TENANT ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson)ss:

On the 20 day of September, 2018 before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager of New Cingular Wireless PCS, LLC the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Kathy M. McLaughlin
Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-20-2020

EXHIBIT A-1

Final Loading per this FOURTH Amendment:

- (3) DBXLH-8585B-VTM
- (3) SBNHH-1D65C
- (6) JAHH-65C-R3B-V3
- (1) ATC300-1000 RET
- (6) ETD819G-12UB
- (3) RRUS-11 E B12
- (3) RRUS-32
- (3) B14-4478
- (3) 4415 B25
- (3) 4478-B5
- (3) RRUS-32 B66
- (9) 1-5/8" Coax
- (3) DC6
- (3) Fiber
- (6) DC Power

RESOLUTION 17-13

A RESOLUTION AMENDING THE EXISTING CONTRACT WITH
AT&T FOR THE CELL TOWER LOCATED AT 353 BIG HILL AVENUE

WHEREAS, the Madison County Fiscal Court currently has an executed lease with New Cingular Wireless PSC, LLC by AT&T Mobility Corporation for the tower site located at 353 Bill Hill Avenue; and

WHEREAS, the landlord (Madison County and Tennant (AT&T) have mutually agreed on a third amendment to the original contract with Madison County; and

WHEREAS, the Madison County Fiscal Court approves this amendment to the contract as attached to this resolution and authorizes the Madison County Judge Executive to sign all documentation relating to this amendment.

THEREFORE, BE IT RESOLVED, that MADISON COUNTY FISCAL COURT ratifies Resolution 17-03 on this 25th day of April 2017.

R-30-
Madison County Judge Executive

[Signature]
County Clerk

Market: Kentucky
Cell Site Number: LX5090
Cell Site Name: Madison
Fixed Asset Number: 10034527

THIRD AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("THIRD Amendment"), dated as of the latter of the signature dates below, is by and between Madison County, Kentucky, having a mailing address of 101 West Main Street, Richmond, KY 40475, ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

WHEREAS, Landlord and Tenant entered into a Tower Option and Lease Agreement dated May 1, 2002, as amended by First Amendment to Tower Option and Lease Agreement dated March 13, 2006, as amended by Second Amendment to Tower Option and Lease Agreement dated January 29, 2015, (hereinafter, collectively, the "Agreement") whereby Landlord leased to Tenant Leased Property, therein described, that are a portion of the Tower Site located at 358 Bill Avenue, Richmond, KY 40475; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to the Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to provide the Tenant the right to enlarge the Leased Property; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth accordingly.

WHEREAS, Landlord and Tenant desire to amend the Agreement to reflect that Tenant shall be authorized to place certain additional equipment on the Leased Property as listed below and set forth in **Exhibit C-1**, attached hereto and incorporated by this reference; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Equipment.** The Landlord and Tenant agree that Tenant's current permitted equipment configuration under this Agreement is hereby amended to include the modification and/or addition of equipment within the Leased Property as set forth in Exhibit A.

2. **Rent.** Section 4 of the Agreement, is hereby amended to increase Tenant's rental rate as follows:

Effective the date this amendment is last executed by both parties, the monthly rental rate shall increase by Three Hundred Ninety Two and No/100 Dollars (\$392.00), bringing the new monthly rent to One Thousand One Hundred and No/100 Dollars (\$1,100.00).

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this THIRD Amendment, the terms of this THIRD Amendment shall control. Except as expressly set forth in this THIRD Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this THIRD Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this THIRD Amendment on the dates set forth below.

"LANDLORD"

Madison County, Kentucky

By: B-D-
Name: Reagon Taylor
Title: Judge
Date: 4-25-17

"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: Russell Barakat
Name: Russell Barakat
Title: Area Manager
Date: 4/14/17

LANDLORD ACKNOWLEDGEMENT

STATE OF Kentucky

COUNTY OF Madison

I, Francette Durbin, a notary public, do hereby certify that
Reagan Taylor personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 25th day of
April, 2017.

Francette Durbin
Notary Public: Francette Durbin State at Large
My Commission Expires: 10-31-2018

TENANT ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson) ss:

On the 14 day of April, 2017 before me personally appeared Russell Barakat, and
acknowledged under oath that he is the Area Manager of New Cingular Wireless PCS, LLC the company
named in the attached instrument, and as such was authorized to execute this instrument on behalf of the
company.



Kathy M. McLaughlin
Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-26-2020

EXHIBIT A

Final Loading per this Third Amendment:

- (3) DBXLH-8585B
- (3) RV4PX310R-V2
- (3) SBNHH-1D65C
- (6) ETD819G-12UB
- (9) RRUS-11
- (3) RRUS-A2
- (3) RRUS-32
- (2) DC6
- (9) 1-5/8" Coax
- (4) 7/8" DC Power
- (2) 3/8" Fiber

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

SECOND AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("Second Amendment") dated as of the later date below is by and between Madison County, Kentucky, having a mailing address at 101 West Main Street, Richmond, KY 40475 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Tower Option and Lease Agreement dated May 1, 2002, as amended by First Amendment to Tower Option and Lease Agreement dated March 13, 2006, (hereinafter, collectively, the "Agreement"), whereby Landlord leased to Tenant certain Leased Property, therein described, that are a portion of the Tower Site located at 358 Big Hill Avenue, Richmond, KY 40475; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period (as defined below); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to provide Tenant the right to enlarge the Leased Property; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on February 1, 2015 ("New Term Commencement Date"). As of such New Term Commencement Date, all remaining renewal terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Agreement will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with thirty (30) days prior written notice to Landlord for any or no reason.

3. **Modification of Rent.** Commencing on February 1, 2015, the rent payable under the Agreement shall be Seven Hundred Eight and 33/100 Dollars (\$708.33) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a twenty-four (24) month period commencing February 1, 2015, and ending January 31, 2017 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Tower Site; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If the Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Payments.** The Agreement is amended to provide that commencing on February 1, 2015, Rent shall be fixed during the Initial Term and all Extension Term(s).

6. **Expansion of the Leased Property.** Landlord grants, to the extent practicable and on a space available basis, the Tenant the right to enlarge the Leased Property or the Landlord shall make space available on the Tower Site for Tenant so that Tenant or its authorized subtenants may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Leased Property, Tenant will pay and Landlord will accept as additional Rent under the Agreement an amount equal to the then current Rent calculated on a per square foot basis as multiplied by each additional square foot added to the Leased Property. Upon notice to Landlord, a description and/or depiction of the modified Leased Property ground will become part of the Agreement without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Agreement in recordable form memorializing the modification of the ground space of Landlord's Tower Site, which either party may record at its option.

7. **Acknowledgement.** Landlord acknowledges that: 1) this Second Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Second Amendment and the underlying Agreement and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Landlord has been advised and is informed that should

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

Landlord not enter into this Second Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # LX5090
Cell Site Name MADISON (KY); Fixed Asset No.: 10034527
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # LX5090
Cell Site Name MADISON (KY); Fixed Asset No: 10034527
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Madison County, Kentucky
101 West Main Street
Richmond, KY 40475

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

9. **Rental Stream Offer.** If at any time after the date of this Second Amendment, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section.

10. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

11. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

12. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

13. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

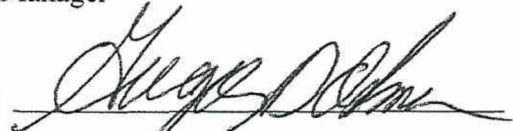
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the date and year below.

LANDLORD:
Madison County, Kentucky

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Kent Clark, Judge Executive

By: 

Print Name: Gregory D. Ohner

Date: 12/23/14

Title: Area Manager

Date: 1/29/15

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

LANDLORD ACKNOWLEDGEMENT

STATE OF Kentucky)
COUNTY OF Madison) SS.

I certify that I know or have satisfactory evidence that **Kent Clark** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Judge Executive** of **Madison County, Kentucky**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/23/14.

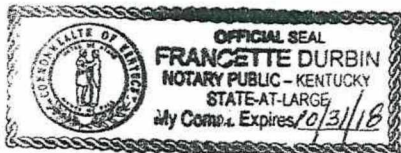
Notary Seal

Francette Durbin
(Signature of Notary)

Francette Durbin
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Kentucky
My appointment expires: 10/31/18



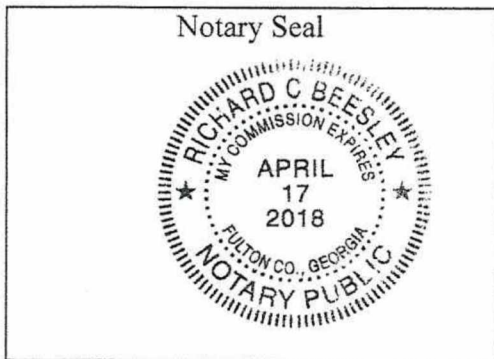
Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

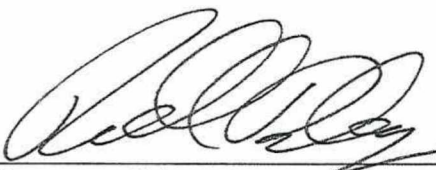
TENANT ACKNOWLEDGEMENT

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I certify that I know or have satisfactory evidence that GREGORY D CHAMBERLAIN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the AREA MANAGER of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/29/15




(Signature of Notary)
Richard C Beesley
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Georgia
My appointment expires: April 17, 2018

Cell Site No.: LX5090
Cell Site Name: MADISON
Fixed Asset No.: 10034527
Market: KY / TN
Address: 358 Big Hill Avenue

Attachment 1

Memorandum of Agreement

Cell Site No: 10034527/LEX MDT_43073

Site Address: 358 Big Hill Avenue, Richmond, KY 40475

FIRST AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("Amendment") dated as of the date below, by and between Madison County, having a mailing address at 101 West Main Street, Richmond, KY 40475 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to BellSouth Mobility, LLC a Georgia limited liability company, d/b/a Cingular Wireless, its affiliates, successors and assigns, having a mailing address at 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Tower Option and Lease Agreement ("Lease") dated May 1, 2002; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 358 Big Hill Avenue, Richmond, KY 40475 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. **Term.** All references to the Term of the Agreement shall be amended to provide that the Agreement has a Term of 60 months ("Initial Term"), commencing on March 1, 2006. The Term will be automatically renewed for up to 5 additional 60 month terms (the "Extension Term") without further action by Tenant for additional periods of 60 months.

2. **Termination.** After the Rent Guarantee Period, Tenant may terminate the Agreement at any time with 30 days prior written notice to Landlord; provided, that Tenant pays to Landlord an amount equal to 12 months of the then current Rent.

3. **Modification of Rent.** Commencing on March 1, 2006, the Rent payable under the Agreement shall be \$800.00 monthly, which amount is inclusive of the charge for all antennas and related equipment added prior to the commencement date of this Amendment, and shall continue during the Term, subject to adjustment as provided below. Notwithstanding the foregoing, nothing herein shall be deemed to modify any additional rent derived from any additional antennas or microwave added after the commencement date of this Amendment and listed under the provisions of paragraph 6(b)(i) and Exhibit "D" of the Agreement.

Landlord Initial: LC

Tenant Initial: AP

4. **Modification of Tenant's Obligation to Pay - Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a 12 month period commencing March 1, 2006 and ending February 28, 2007 ("Rent Guarantee Period"), Tenant hereby agrees that Tenant will be obligated to pay Rent due and such obligation will not be subject to offset or termination by Tenant.

5. **Future Rent Increases.** The Agreement is amended to provide that commencing on March 1, 2006, Rent shall be fixed during the Initial Term and all Extension Terms.

6. **Notices.** Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows: As to Tenant, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # 10034527, Cell Site Name LEX MDT, 6100 Atlantic Boulevard, Norcross, Georgia 30071, with a copy to Cingular Wireless Attn.: Legal Department, Re: Cell Site # 10034527, Cell Site Name LEX MDT, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, 101 West Main Street, Richmond, KY 40475. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Other Terms and Conditions Remain.** The Lease is amended to incorporate all the provisions set forth on Schedule I attached hereto. In the event of any inconsistencies between the Agreement, and this First Amendment, and the provisions set forth on Schedule I, the terms of this First Amendment and Schedule I shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

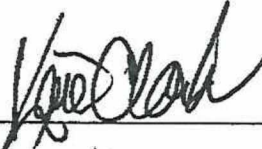
Landlord Initial: KC

Tenant Initial: AP

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:
Madison County

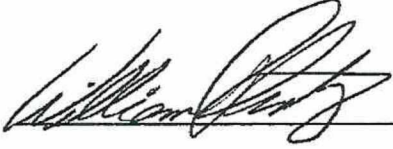
TENANT:
New Cingular Wireless PCS, LLC, a Delaware
limited liability company

By: 

Name: KENT CLARK

Title: _____

Tax Id _____

By: 

Name: William Plante
Executive Director
Network Operations

Title: _____

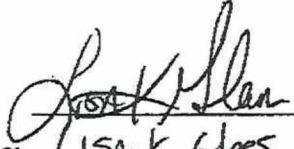
Date: 3/13/06

WITNESSED BY:

By: _____

Name: _____

Title: _____

By: 

Name: LISA E. GLASS

Title: Regulatory Specialist

SCHEDULE 1

TO

LEASE AMENDMENT

Additional Lease Terms and Conditions

The Agreement is amended to include the following terms and conditions:

1. Expansion of Permitted Use: Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Leased Property at any time during the term of this Agreement, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Agreement and shall have no further liability to Landlord.

Landlord Initial: KC

Tenant Initial: WGP

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL CAPACITY

STATE OF Ky)
)
COUNTY OF Madison) SS.

I certify that I know or have satisfactory evidence that Kent Clark is/are the person(s) who appeared before me, and said person(s) acknowledged that said person(s) signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 13, 2005.

Notary Seal

Teresa Carol Long
(Signature of Notary)
Teresa Carol Long
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Ky
My appointment expires: 9/29/2008

REPRESENTATIVE CAPACITY

STATE OF Tennessee)
)
COUNTY OF Williamson) SS.

I certify that I know or have satisfactory evidence that William Plantz is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

fits you best™

Via Certified Mail, Return Receipt Requested
Tracking Number 7005 2570 0001 5060 6130

April 3, 2006

Madison County
Attn: Kent Clark
101 West Main Street
Richmond KY 40475-

Subject: First Amendment to Lease Agreement for Site LEX MDT
Your Reference: LEX MDT

Dear Lessor:

The rent for the above referenced site has been reduced. You have received overpayment of rent totaling \$400.00. As a result, rent will be reduced to \$400.00 for the period of May 1, 2006 through and including May 31, 2006. Regular monthly payments will begin effective June 1, 2006 in the amount of \$800.00.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447. You will need to select option 1 to proceed in English. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,



Dennis Bockmann
Real Estate Manager

Enclosures (1)

cc: Cingular Wireless Project Manager-KY
File

PAM

Site Name: Madison Temp

Site No: _____

TOWER OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT, made this 1st day of May, 2002, by and between Madison County (the "**LANDLORD**"), and BellSouth Mobility, LLC a Georgia limited liability company, d/b/a Cingular Wireless, its affiliates, successors and assigns (the "**TENANT**").

PROPERTY

LANDLORD is the owner of certain real property located at 358 Big Hill Avenue, Richmond in Madison County, Commonwealth of Kentucky (the "**Tower Site**"), on which there is located a tower owned by LANDLORD (the "**Tower**"), and TENANT desires to obtain an option to lease a portion of such real property containing approximately 1200 square feet (the "**Leased Parcel**"), together with certain positions on the Tower more fully described below and a right-of-way thereto as hereinafter described (the Leased Parcel, such positions on the Tower and such right of way being hereinafter called the "**Leased Property**"). The Tower Site is more particularly described on Exhibit "A" attached hereto. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

OPTION

NOW THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) (the "**Option Money**"), to be paid by TENANT to LANDLORD within thirty (30) days after TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "**Option**") to lease the Leased Property in accordance with the terms and conditions set forth herein.

A. **Option Period.** The Option may be exercised at any time on or prior to November 01, 2002 (the "**Option Period**"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including May 01, 2003, with an additional payment by TENANT to LANDLORD of Five Hundred Dollars (\$500.00). The Option Period may be further extended by mutual written agreement. If TENANT fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

B. **Transfer of Option.** The Option may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of, or partner in, TENANT or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned or delayed.

Site Name: Madison Temp

Site No: _____

From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

C. **Changes in Leased Property During Option Period.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell, or change the status of the zoning of, the Leased Property or any of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

D. **Title.** LANDLORD warrants that LANDLORD holds good and marketable title to the Leased Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property and no restrictive covenants or other encumbrances on the title to the Leased Property that would prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement.

E. **Inspections.** LANDLORD shall permit TENANT and TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to and from the Leased Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations and similar activities as TENANT may deem necessary or desirable (collectively, the "**Inspections**"), at the sole cost of TENANT. The scope, sequence and timing of the Inspections shall be at the sole discretion of TENANT. The Inspections may be commenced at any time during the aforementioned Option Period and, if the Option is exercised, at any time during the term of this Agreement. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury or physical damage to the Leased Property, LANDLORD's Surrounding Property or the property of third parties resulting from any Inspections. Upon written request, TENANT shall furnish to LANDLORD copies of the environmental findings. However, LANDLORD shall not rely on said environmental findings for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.

Site Name: Madison Temp

Site No: _____

F. **Surveys.** LANDLORD also hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

G. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license, or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

H. **Utility Services.** During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Leased Property or other portions of LANDLORD's Surrounding Property, by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to grant an additional right-of-way either to TENANT or to the utility company at no cost to TENANT. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD, upon demand, of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees and attorney's fees and other legal expenses of TENANT. In the event LANDLORD desires to relocate the utilities and utility easement(s), LANDLORD will obtain all certificates, permits and other approvals required by the utility company at LANDLORD's sole cost. All activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

I. **Exercise of Option.** TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute

Site Name: Madison Temp

Site No: _____

a Lease Agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property, which includes (without limitation) (i) the Leased Parcel described above, (ii) certain positions on the Tower as described below, and (iii) the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under, or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Big Hill Avenue, to the Leased Property, as such right-of-way is shown on Exhibit "B" hereto.

2. **Initial Term and Rental.**

(a) This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT (the "**Commencement Date**"), at an annual rental of Twelve Thousand Dollars (\$12,000.00), to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, in accordance with the instructions set forth in subparagraph (c) below, or in such other manner as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

(b) LANDLORD agrees to provide TENANT 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 TENANT.

(c) LANDLORD hereby directs TENANT to make all rental payments to LANDLORD at LANDLORD'S address set forth in Section 22 hereof.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall

Site Name: Madison Temp

Site No: _____

be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$13,200.00
2nd	\$14,520.00
3rd	\$15,972.00
4th	\$17,570.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term. In the event TENANT is splitting the rent payment among multiple parties, any increase in rent hereunder shall be paid to such parties pro rata unless otherwise directed by LANDLORD in writing.

5. Continuance of Lease. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. Use.

(a) TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility (as described below) and any and all uses incidental thereto, which may also include a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Parcel (collectively, the "**Communications Facility**"). TENANT shall be allowed at any time and from time to time, at TENANT's expense, to modify, supplement, replace, remove or relocate any of its antennas, microwaves, equipment, improvements or other appurtenances at the Leased Property, subject to LANDLORD's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of all of TENANT's improvements on the Leased Property, excluding repair and maintenance due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors.

(b) The Leased Parcel and positions on the Tower shall be used for, and LANDLORD agrees that TENANT is authorized to perform, the construction, installation,

Site Name: Madison Temp

Site No: _____

maintenance and operation, all at TENANT's sole expense, of the following improvements, radio or microwave equipment, antennas and other associated transmission lines and equipment:

(i) Wireless antenna systems and associated equipment to be mounted on the Tower and in the foot range on the Tower, such type of systems, equipment, and range as stipulated in the attached Exhibit "C" of this Agreement. LANDLORD additionally grants TENANT the option for the future location of additional antenna or microwave on the Tower at an annual rental rate as stipulated in Exhibit "D" for each antenna or microwave;

(ii) A prefabricated equipment shelter not to exceed twelve feet by thirty-six feet (20' X 40') to be located on the Leased Parcel; and

(iii) Flexible coaxial transmission line between the Tower and the radio equipment located in the equipment shelter.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Interference.**

(a) LANDLORD acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the Tower or at the Tower Site, or the relocation of any existing antennas or equipment installed on the Tower or at the Tower Site, if such installation or relocation would adversely affect TENANT's space on the Tower or TENANT's operation, use or enjoyment of its Communications Facility, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon

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(b) LANDLORD shall not, and shall not permit any licensee, tenant, subtenant or other user of the Tower (collectively, other than Tenant, "**Other Tenants**"), (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of TENANT's Communications Facility or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of TENANT's Communications Facility.

(c) In the event of any interference occurring at the Tower Site as a result of any actions of LANDLORD or any Other Tenants described in Section 8(b) above, LANDLORD shall be responsible for coordinating and resolving any such interference problems caused by LANDLORD or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from TENANT and, if appropriate, performing an interference study in accordance with industry-standard procedures and practices. If the interference cannot be corrected or eliminated within such 48-hour period, LANDLORD shall cause, at LANDLORD's option, any of LANDLORD's or its Other Tenants' communications equipment that interferes with the operation of TENANT's Communications Facility or TENANT's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by TENANT in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of TENANT's Communications Facility shall be turned off. If LANDLORD or any such Other Tenant cannot correct or eliminate, to the satisfaction of TENANT, such interference within twenty (20) days of receipt of written notice from TENANT, LANDLORD shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the Tower Site until the interference problems are resolved. In no event will LANDLORD be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(d) TENANT shall not (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment installed at the Tower Site or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of LANDLORD's or any Other Tenant's communications equipment installed at the Tower Site.

(e) In the event of any interference occurring at the Tower Site as a result of any actions of TENANT described in Section 8(d) above, TENANT shall be responsible for coordinating and resolving any such interference problems caused by TENANT, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from LANDLORD. If the interference cannot be

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corrected or eliminated within such 48-hour period, TENANT shall cause any of TENANT's communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by LANDLORD in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment shall be turned off. If TENANT cannot correct or eliminate, to the satisfaction of LANDLORD, such interference within twenty (20) days of receipt of written notice from LANDLORD, TENANT shall cease the operations of the objectionable communications equipment and stop providing services from its Communications Facility until the interference problems are resolved. In no event will TENANT be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(f) As used herein, "Laws" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities (including, without limitation, the Federal Communications Commission) construing any of the foregoing

9. **Taxes.** LANDLORD shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of LANDLORD. TENANT shall be responsible for all taxes levied upon TENANT's leasehold improvements (including TENANT's equipment building) on the Leased Property. LANDLORD shall provide TENANT with copies of all assessment notices on or including the Leased Property immediately upon receipt, but in no event less than three (3) business days after receipt by LANDLORD. If LANDLORD fails to provide such notice within such time frame, LANDLORD shall be responsible for all increases in taxes for the year covered by the assessment. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of LANDLORD, TENANT, or both, with respect to the valuation of the Leased Property. LANDLORD shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

10. **Insurance.** Subject to Section 11 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under

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insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

11. **Self- Insurance.** TENANT shall have the right to self-insure with respect to any of the above insurance requirements.

12. **Indemnification.**

(a) TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents.

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or Landlord's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

13. **Sale of Leased Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property, the Tower or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use. The provisions of this Section 13 shall in no way limit or impair the obligations of LANDLORD under Section 8 above.

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14. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement.

15. **Assignment.** TENANT may assign, sublease, license or otherwise transfer this Agreement at any time upon notice to LANDLORD.

16. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

17. **Casualty.**

(a) If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In the event the Tower (excluding any damage the repair of which is required to be completed by tenants of the Tower) is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement thereof (whether or not the Leased Property is damaged) and such damage (i) occurs during the last two years of the Term (taking into account any extensions of the Term by TENANT in accordance with the terms of this Lease), or (ii) in the reasonable judgment of LANDLORD, cannot reasonably be repaired or restored within a period of three hundred and sixty-five (365) days following commencement of such repair or restoration using standard working methods and procedures, or (iii) is not, or would not have been, covered by a standard fire and extended coverage insurance policy, or (iv) is compensable with insurance proceeds all or a significant portion of which is required to be paid to LANDLORD'S mortgagee in reduction of the indebtedness secured by any Mortgage encumbering the Tower or Tower Site,

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LANDLORD shall have the right and option, in its sole discretion, to terminate this Lease upon the delivery of notice thereof to TENANT within ninety (90) days after the occurrence of such damage or destruction. If such notice is given, LANDLORD agrees to use its reasonable efforts to permit TENANT to place temporary transmission facilities on the Tower Site until such time as TENANT is able to secure a replacement transmission location for the Leased Property. LANDLORD further agrees to consider allowing TENANT to build a 250 foot tower on the Tower Site as a replacement location. If LANDLORD elects to rebuild the Tower, LANDLORD agrees to use its reasonable efforts to permit TENANT to place temporary transmission facilities on the Tower Site until such time as the rebuilding is completed. In any case, TENANT agrees that it will use its reasonable efforts to avoid interfering with LANDLORD's efforts to rebuild the Tower.

18. **Subordination.** LANDLORD shall obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

19. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

20. **Hazardous Substances.** LANDLORD warrants, represents and agrees that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased

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Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 20.

21. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

22. **Notices.** Any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, or sent by certified or registered mail, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar courier

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delivery services), addressed to the respective parties as set forth below. Such notices shall be deemed to have been given in the case of hand deliveries, when delivered; in the case of certified or registered mail, when deposited in the United States mail with postage prepaid; and in the case of an overnight receipted delivery service, the day the notice is deposited with the overnight delivery service. Every notice, demand or request hereunder shall be sent to the parties at the addresses listed below:

If to LANDLORD:

Madison County
101 West Main Street
Richmond, KY 40475
Attn: Kent Clark

Telephone No.: 859-624-4700

If to TENANT:

c/o Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration

Telephone No.: ____-____-____

With a copy to:

Cingular Wireless LLC
5565 Glenridge Connector
Suite 1700
Atlanta, Georgia 30342
Attention: Legal Department

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice. The telephone numbers listed above are provided for the convenience of the parties only and no telephone communication by any party shall be deemed to constitute notice to the other party for purposes of this Agreement.

23. **Termination.**

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD and a lump sum payment to LANDLORD in an amount equal to (i) Two Hundred Dollars (\$200.00) for each month the lease was effective; if terminated prior to the completion of the twenty-fourth (24) month of the initial term or, (ii) six (6) months rent or the total of the remaining months of the term, whichever is less; if terminated after the first twenty-four months of the initial term. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of the LANDLORD a written cancellation of the Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

24. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement.

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TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

25. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

26. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

27. **RF Emissions.**

(a) TENANT shall, at its sole cost and expense, prepare and deliver to LANDLORD or cause to be prepared and delivered to LANDLORD, an evaluation of the radio frequency energy emissions from the Tower Site as required by the Federal Communications Commission, taking into consideration the addition of TENANT's proposed radio communications equipment (the "**Proposed Equipment**"). In the event the TENANT determines that such Proposed Equipment would cause the Tower Site not to comply with the radio frequency exposure limits (the "**RF Exposure Limits**") promulgated under 47 C.F.R. §1.1307, *et. seq.* (1997, as amended from time to time) (the "**RF Emissions Regulations**"), LANDLORD at its sole discretion may modify or cause modifications of equipment or conditions at the Tower Site in order to permit location of TENANT's Proposed Equipment at the Leased Property in compliance with the RF Emissions Regulations. If LANDLORD elects not to effect such modifications, it shall so notify TENANT, and TENANT shall thereafter have the right to terminate the Lease by notice to LANDLORD. TENANT shall have the right to place electromagnetic energy warning signs on or about the Leased Property and proximate to its Communications Facility and equipment and to restrict access to its Communications Facility so long as such warning signs are in compliance with applicable law.

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(b) LANDLORD shall require each Other Tenant to operate their respective equipment in compliance with the RF Emission Regulations. LANDLORD agrees that it shall, and shall require all potential or actual Other Tenants that locate and operate transmitting equipment at the Tower Site to agree that if the Tower Site fails to meet the RF Emissions Regulations, or would fail by the addition or modification of the equipment at the Tower Site, to comply with the RF Exposure Limits at any time during the term of this Lease, then the existing or prospective Other Tenant at the Tower Site causing or who would cause such failure, shall promptly take commercially reasonable steps to bring the Tower Site into compliance, including preparation and filing of any required environmental assessments and modifications of its equipment.

28. **FCC/FAA Compliance Data.** Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to TENANT's payment of rent under this Agreement, LANDLORD shall furnish TENANT with a copy of all of the documentation described in Exhibit "E" attached hereto and entitled "FCC/FAA Compliance Data", all of which documentation shall be in sufficient form and content as reasonably determined by TENANT to satisfy FCC and FAA reporting requirements and compliance standards of TENANT. If LANDLORD fails to provide such documentation within thirty (30) days after written request therefor, TENANT, in addition to any other right or remedy granted herein, shall have the right to terminate this Agreement.

29. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

30. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

31. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

32. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

33. **Confidentiality.** LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by

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the same confidentiality requirements).

34. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

35. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bruce Dawley
Witness

William H. Tudor
Witness

LANDLORD: Madison County

By: Kent Clark

Printed Name: Kent Clark

Title: County Judge Executive

COMMONWEALTH OF KENTUCKY)
COUNTY OF MADISON)

The foregoing instrument was subscribed to and acknowledged before me by
Kent Clark, County Judge Executive of Madison County on this 16th day of
May, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Francette Durbin
Notary Public
My Commission Expires: 10-31-02



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**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT:

BellSouth Mobility LLC, a Georgia limited
liability company, d/b/a Cingular Wireless

Barbara Wilkerson
Witness

By: James M. Brege

James M. Brege

Shyl Ard
Witness

Director - SER

STATE OF GEORGIA

)

COUNTY OF FULTON

)

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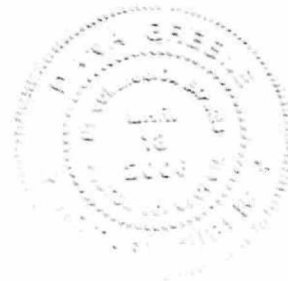
On this 29 day of June, 2002, before me, the subscriber, a Notary Public, in and for the State of Georgia, personally appeared James M. Brege as Director – SER on behalf of BELL SOUTH MOBILITY, LLC, a Georgia limited liability company, and in due form of law acknowledged that he or she is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he or she executed the same as his or her voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State of the day and year last above written.

Dame Greene

Notary Public

My Commission Expires: 3/13/06



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EXHIBIT "A"

Description of Tower Site/Parent Tract Description

A certain tract or parcel of land lying on Big Hill Avenue in Richmond, Madison County, Kentucky; more particularly bounded and described as follows (based upon a June 1998 survey performed by Berea Land Surveying, P.L.S. #2914):

Beginning at a set iron pin in concrete at a corner common to Saflooh Allouch, in the right-of-way of Big Hill Avenue; thence with the right-of-way of Big Hill Avenue, S63° 32' 01" E, 125.13 feet to a found rebar at a corner common to Charles Morrison; thence with the line of Morrison, S26° 59' 02" W, 271.62 feet to a found iron pin with cap #1180 at a corner common to the Madison County Board of Education; thence with the line of the Madison County Board of Education, N62° 16' 31" W, 124.80 feet to a found rebar in concrete at a corner common to Saflooh Allouch; thence with the line of Allouch, N26° 54' 50" E, 268.88 feet to the point of beginning and containing 0.78 acre.

The Party of the First Part hereby reserves the right of ingress and egress from Big Hill Avenue to the radio transmission tower located on the southeast portion of the property, and the use of said tower so long as there remains a radio transmission tower for the County. Party of the First Part also reserves the portion of the existing one-story concrete block building that is being utilized for the operation and control of the radio transmission tower. Any additional use or rights to utilize space on the said radio transmission tower is hereby granted to the Party of the Second Part.

BEING the same property conveyed to the County of Madison from Bobby Garrett and Marilyn Garrett, husband and wife, by deed dated April 14, 1981 and recorded in Deed Book 335, Page 610 in the Madison County Court Clerk's Office.

BOOK 424

PAGE 172

Site Name: Madison Temp

Site No: _____

EXHIBIT "B"

Description of Leased Property

An approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities legally described as follows:

(to be inserted upon the receipt of the survey of the Leased Property)

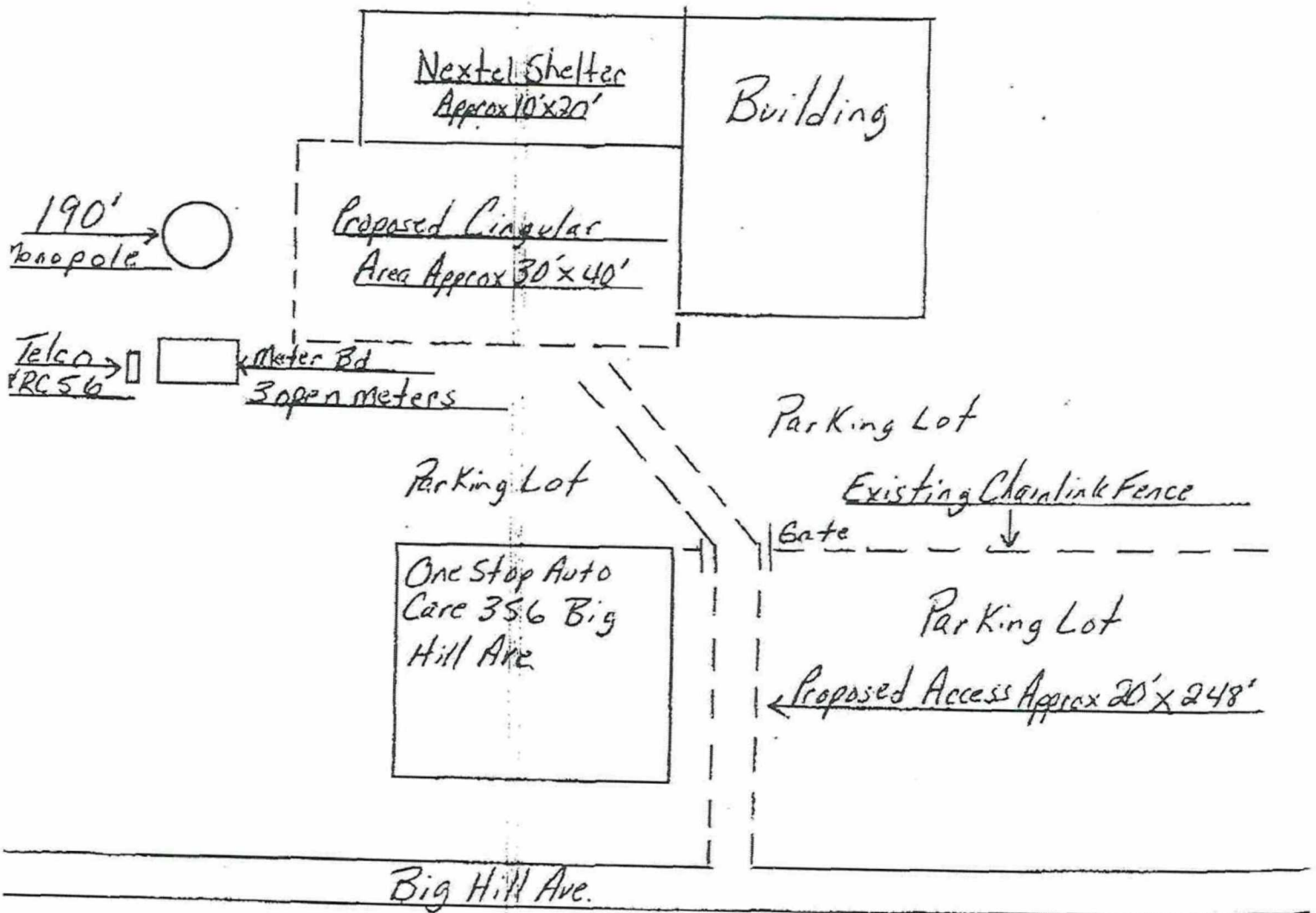
And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

Site Name: Madison Temp
Site No: _____

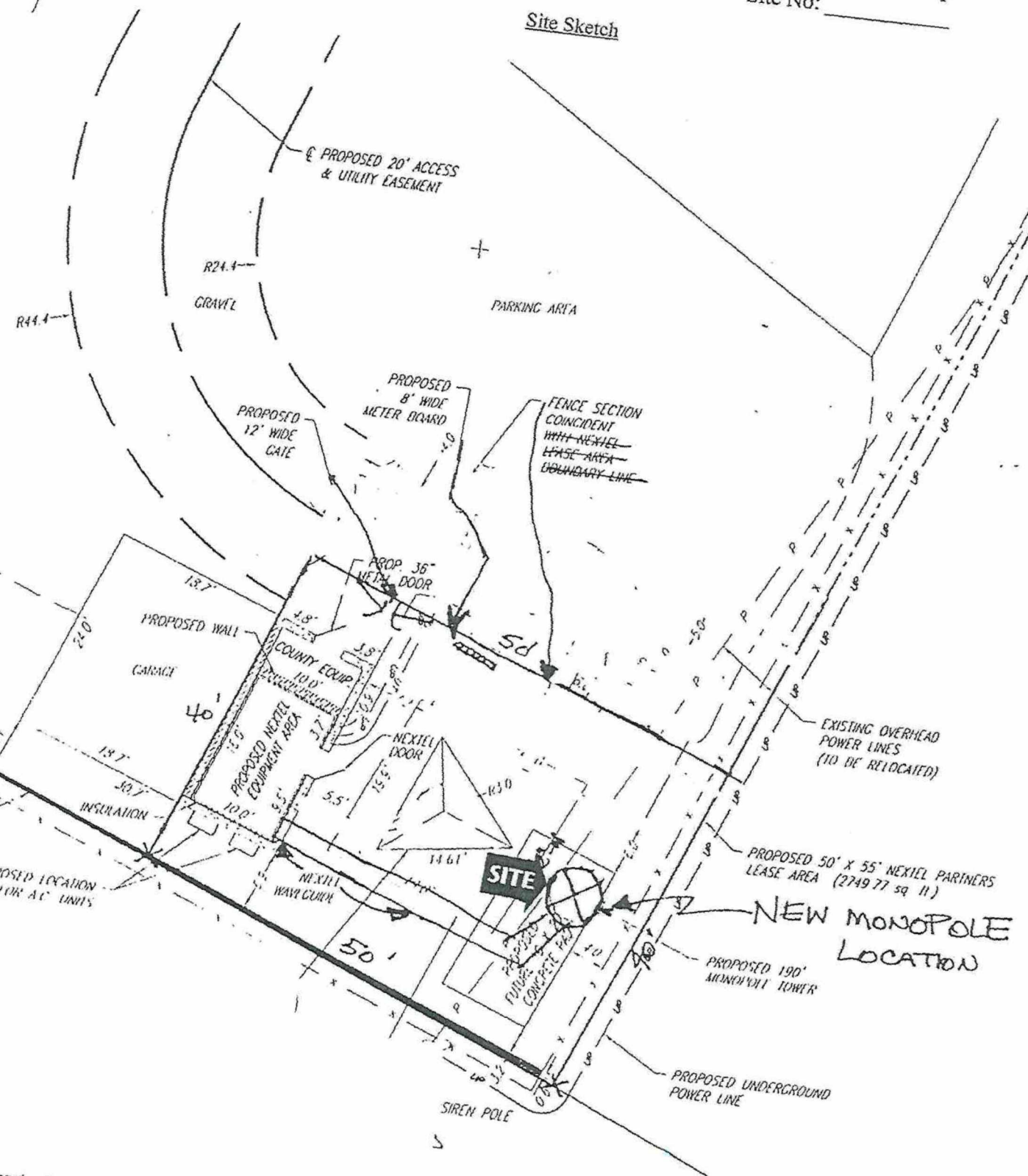
Site Sketch



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Site Name: Madison Temp
 Site No: _____

Site Sketch



Site Name: Madison Temp

Site No: _____

EXHIBIT "C"

Description of Tenant's Communications Equipment

Site Name: Madison Temp
Site No: _____

EXHIBIT "D"

Rental Rates for Additional Communications Equipment

Site Name: Madison Temp

Site No: _____

EXHIBIT "E"

FCC/FAA Compliance Data

- 2C survey (latitude, longitude, ground elevation) with 1A tolerance* for heights** OR 1A survey
- NEPA disclosure from tower owner or manager: Is the tower the subject of a pending environmental review or related proceeding before the FCC involving compliance with Section 106 of the National Historic Preservation Act? Was the tower constructed prior to 3/16/01?
- If the tower was constructed after 3/16/01, the clearance from the State Historic Preservation Officer ("SHPO") must be attached. (If the Cingular antennas increase the height of the structure by more than 10% of the current structure height, or protrude from the structure by more than 20 feet, then the tower owner or Cingular must obtain a new SHPO clearance also.)
- Copy of FAA Form 7460 and 7460-1, if applicable
- Copy of FCC Form 854 and 854R, if applicable
- Verification that FCC Tower Registration number has been posted on the site, if applicable
- Verification of the type of FAA marking and lighting on the structure, if applicable

**1A tolerances specify that a vertical measurement ("height") is accurate to within plus or minus 3 feet. A 2C tolerance is only accurate to within plus or minus 20 feet on the vertical. FCC and FAA regulations require an accuracy of plus or minus 3 feet.*

***Both structure heights and overall structure heights must be provided. The structure height is the height of the antenna structure itself, while the overall height includes any appurtenances added at the top of the structure, such as buildings, flagpoles, antennas, lightening rods, etc.*

STATE OF Kentucky
COUNTY OF Madison

MEMORANDUM OF LEASE

This Memorandum and Amendment of Lease is by and between Madison County ("Landlord") and **BellSouth Mobility LLC, a Georgia Limited Liability Company d/b/a/ Cingular Wireless**, ("Tenant"), pursuant to which Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Premises upon the following terms:

Date of Lease:

Description of Property: See Exhibit A attached hereto and incorporated herein by reference.

Term: Five (5) year initial term, with
Four (4) additional option terms of
Five (5) years each, for a total of
Twenty-five (25) years, including extensions and
renewals, if any.

Commencement Date: _____

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on EXHIBIT A, attached hereto and incorporated herein by reference, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum of Lease by reference. Landlord further grants and conveys unto Tenant, its heirs, successors and assigns, for the term of the Lease, the easements described in EXHIBIT A.

Signature Pages Attached Hereto and Incorporated Herein by Reference

Prepared by: _____ Date: _____

Signed, sealed and delivered
in the presence of:

Bruce Paulz (SEAL)

Witness:

William H. Judd (SEAL)

Witness:

LANDLORD: Madison County

Kent Clark

Kent Clark (signature)

KENT CLARK

Print Name

Mad. Co. Judge Exc.

Title

5/1/02

Date

State of Kentucky

County of Madison

The foregoing instrument was acknowledged before me this 1st day of May, 2002, by
Kent Clark who is personally known to me or who has produced a Driver's License as
identification.

Francette Durbin

NOTARY PUBLIC

Print Name: FRANCETTE DURBIN

My commission Expires: 10-31-02

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

TENANT:

**BellSouth Mobility LLC, a Georgia
Limited Liability Company d/b/a
Cingular Wireless**

_____(SEAL)
Witness

Name (signature)

_____(SEAL)
Witness

Print Name

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 200__, by _____ who is personally
known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My commission Expires: _____

(NOTARY SEAL)