

TOWER SITE LEASE

This Tower Site Lease (“**Lease**”) is entered into on _____, 2024 by and between **Levy County**, a political subdivision of the State of Florida, by and through its Board of County Commissioner, with an address of 310 School Street, Bronson, FL 32621 (“**Lessor**”) and, **NexTower Development Group II, LLC.**, a Delaware limited liability company, certified to do business in the state of Florida, with a principal address of 13577 NW 2nd Lane, Suite 20, Newberry, FL 32669 (“**Lessee**”).

WITNESSETH

WHEREAS, Levy County owns the real property described and depicted in **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”) apart of which currently stands a communications tower which has reached its depreciation; and

WHEREAS, pursuant to Section 125.35, Florida Statutes, the Lessor, as a political subdivision of the State of Florida, has the authority to lease the Parent Parcel, when the Lessor determines it to be in the best interest of the political subdivision to do so, to the highest and best proposer for the particular use, and under such terms and conditions as it deems appropriate; and

WHEREAS, pursuant to requirements of Levy County Ordinance 23-12, the County may surplus property and lease property to an entity to serve a public purpose, here, and in accordance with Resolution 24-1 the County finds it appropriate to lease a portion of the Parent Parcel referred to as the Tower Parcel as described in the legal description attached hereto as **Exhibit B** (the “**Tower Parcel**”) to be used for a communications tower site a component of which will be used for the public purpose of public safety communications; and

WHEREAS, the Lessee submitted a proposal to lease the Tower Parcel, build a new communications structure, remove the old communications structure, and provide space for Lessor to utilize the tower for public safety communications (per **Exhibit F**) ; and

WHEREAS, Lessor deems the proposal to be in its best interest, that the Lessee is the highest and best proposer for the use and deems the terms and conditions set forth in this Lease to be appropriate; and

WHEREAS, Lessee as part of its proposal will construct a new communications tower and remove the existing communications tower; and

WHEREAS, the County will place its equipment for public safety purposes on a portion of the new communications tower; and

WHEREAS, the County now finds it in the best interest for the safety and welfare of the public to enter into this Tower Site Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, the parties agree as follows:

1. Lease. Lessor is the owner of the Tower Parcel. Subject to the following terms and conditions, Lessor hereby leases to Lessee the Tower Parcel for the permitted uses described in Section 4, below.

2. Non-exclusive easement for Ingress, Egress, Guy Wires and Anchor Placement and Utilities. As part of the consideration for Rent paid under this Lease, Lessor shall grant Lessee a non-exclusive easement for purposes of ingress, egress, placement of guy wires and anchors as part of the structure and utilities to the Tower Parcel (the "Easement"). Utilities within the easement shall include but not be limited to telephone service, cable, and installation of power to service the Tower Parcel. A copy of the Easement is attached as **Exhibit C** hereto. Upon full execution of this Lease, the Easement shall also be executed and recorded in the Official Records of Levy County, Florida. The Easement shall be valid for the duration of the Initial Term of this Lease and any mutually agreed upon Renewal Terms as defined in Section 3 below. The Easement shall terminate upon the filing of a Notice of Expiration/Termination in the Official Records as set forth in Section 3 c below.

3. Initial Term and Renewal.

a. The initial term of the Lease shall be ten (10) calendar years ("**Initial Term**") commencing on the Effective Date as set forth below and expiring at midnight on the day immediately preceding the tenth (10th) anniversary of the Effective Date.

b. Lessee, if not in default of any terms and conditions of this Lease, shall have the right, to at least six (6) consecutive calendar months notice prior to the expiration of the Initial Term or the then current Renewal Term, to extend this Lease for up to five (5) additional five-year (5) terms (each five-year term shall be a "**Renewal Term**"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

c. Upon the expiration of the Initial Term and any mutually agreed upon Renewal Term, or upon termination of this agreement as set forth in Section 9 below, the Lessee at the request of the Lessor shall within ten (10) calendar days execute and provide to the Lessor for recording in the Official Records of Levy County a Notice of Expiration/Termination, a copy of the form is attached as **Exhibit D** hereto.

4. Permitted Use.

a. The Tower Parcel may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal, modification, addition, and replacement of one 330' guyed tower, associated base and guy anchors, antennas, microwave dishes, equipment shelters and/or cabinets, fencing and landscaping, and related activities and facilities (collectively, the "**Antenna Facilities**"). Such construction, installation, operation, maintenance, repair, removal, modification, addition, and replacement of the Antenna Facilities shall be in substantial conformance with this Lease and shall require approval of all plans by Lessor prior to the permitting applications or beginning of construction as further detailed below in Section 5 a.

b. Lessee shall permit Lessor by Antenna Site License Agreement (**Exhibit F**) to utilize the Antenna Facilities to place equipment on the tower, for purposes of county government, public school, and public safety communications. The specific terms and conditions of the Antenna Site License Agreement shall be found in **Exhibit F**.

5. Tower Parcel Construction By Lessee.

a. Prior to the start of any permitting applications or beginning construction on the Tower Parcel and Easement, including the Antenna Facilities, Lessee must have all site plan and building design documents, constructions and permitting plan sets submitted for consideration and approval by the County Coordinator or designee. At a minimum, a site plan shall be required to locate the guyed tower within the center of the Tower Parcel. Approval by the County Coordinator or designee shall not be unreasonably withheld.

b. Construction of the Antenna Facilities shall begin no later than One Hundred Eighty (180) consecutive calendar days from the date of execution of this Lease. For purposes of this Lease, beginning construction means full completion of the design and permitting, the obtainment of all necessary permits by Lessee for the facility construction, and the initiation of the physical effort to construct the Antenna Facilities beyond the stage of excavation. This term further excludes engineering, architectural, legal, fiscal and economic investigations, studies and completion of plans and specifications, and surveys. However, it is understood by Lessor and Lessee that despite Lessee's diligent efforts to do so, if Lessee cannot complete all pre-construction due diligence, obtain approvals and receive permits within (180) calendar days, with prior notice, the County may extend the deadline for purposes of completion of the pre-construction due diligence, the County shall not unreasonably withhold any extension.

c. Upon the beginning of construction, the Term Commencement Agreement form, attached hereto and incorporated herein as **Exhibit E** shall be filled out by Lessee, executed and submitted to the County Coordinator for execution and recording in the Official Records of Levy County.

d. Lessee shall be solely responsible for all costs and obligations related to the construction on the Tower Parcel of the Antenna Facilities and Easement, including but not limited to: the tower installation, all tower mounted equipment, excluding Lessor tower equipment, group equipment, site development, stormwater, utilities, fencing and any other related construction necessary in a safe manner consistent with current industry engineering and construction standards and practices.

e. During construction, all areas of the Tower Parcel and any related work within the Easement area shall be maintained in safe and workmanlike manner and shall seek to minimize any aesthetic blight. Any prolonged construction stoppage over thirty (30) consecutive days may require additional measures to address the aesthetics of the site until construction resumes. Additionally, during hurricane season the site shall be secured prior to any emergency event to help avoid creating windblown hazards.

f. Substantial completion of the Antenna Facilities shall be achieved no later than three hundred sixty (360) consecutive calendar days from the date of execution of this Lease, unless mutually extended by the parties. For purposes of this Lease, substantial completion means when construction of the Antenna Facilities is certified by Lessee with concurrency by the Lessor's Design Professional to be sufficiently complete so the Antenna Facilities can be occupied and utilized for the use for which it is intended. The Antenna Facilities shall be fully completed and ready for final acceptance within thirty (30) consecutive calendar days from the date of substantial completion.

g. Within ninety (90) consecutive calendar days of the completion of the construction of the tower parcel, Lessee shall remove the existing communications tower at its sole cost and expense. Notice shall be provided to Lessor ninety (90) days prior to removal of the existing communications tower.

h. The County Coordinator shall be authorized to adjust any of the timeframes in this Section 5 b and d, for up to six (6) consecutive months, upon request of the Lessee and a determination by the County Coordinator that substantial progress is being made to accomplish the tasks herein. Due notice shall be provided to the Board of County Commissioners following any extension.

6. Rent. Lessee shall pay Lessor, as rent ("**Rent**"):

a. Eight Hundred Thirty-Three and No/100 Dollars (\$833.33) per month, for the first year ("Initial Year") beginning with the Rent Commencement Date, as defined in d. below, which

Rent shall be increased by two percent (2%) annually after the Initial Year; plus

b. Twenty-five percent (25%) of the profits received per month for each commercial sublessee of Lessee on the Tower Parcel after the first commercial sublease.

c. Lessee shall be responsible for any and all additional rents as set forth in this Lease, including taxes, see Section 11 (a) below, and reasonable expenses for failure to upkeep in a commercially reasonable condition certain improvements as set forth in detail in Section 8 g below.

d. Rent shall be payable upon the first day of the month following Lessee's beginning of construction ("Rent Commencement Date"). Thereafter Rent will be payable monthly in advance by the fifteenth (15th) day of each month to Levy County at Lessor's address specified in Section 14 below. Subject to the provisions of Section 9, if this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Lessee, and all prepaid Rent shall be immediately refunded to Lessee. Lessee shall provide Lessor with notice of each commercial sublease and termination of sublease relating to the Tower Parcel within thirty (30) calendar days of Lessee's sublease or a termination of sublease. In the event any commercial sublessee of Lessee terminates its sublease with Lessee, the reduction adjustment in Rent that Lessee pays Lessor shall be accordingly effective as of the next calendar month's rent.

7. Interference. Lessee shall not use, nor shall Lessee permit its lessees, licensees, employees, invitees, or agents to use any portion of the Tower Parcel or the Easements described in Section 2 in any way which measurably interferes with the existing use of the Parent Parcel by Lessor, any agents employees, invitees, or licensees of Lessor and any future use by Lessor of the Parent Parcel's air space for radio transmissions of emergency or safety operations and personnel, subject to Lessee's rights under this lease for Access, Utilities, and the use of the Tower Parcel for the installation, operation, and maintenance of a Communications Tower and related facilities. Such interference shall be deemed a material breach by Lessee, who shall, upon written notice from the Lessor, be responsible for curing said interference within sixty (60) calendar days. In the event any such interference does not cease after sixty (60) calendar days, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the Lessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference, including without limitation, the right to specifically enforce the terms and conditions of this provision. Lessor shall further have the right, without additional notice to terminate this Lease for cause. Lessee acknowledges that Lessor uses the Parent Parcel as a park facility and for lighting and that such use does not interfere with Lessee's intended use of the Tower Parcel.

8. Improvements; Utilities; Access.

a. At its sole cost and expense, Lessee shall erect and properly maintain on the Tower Parcel the Antenna Facilities as described in Section 4. Lessee shall have the right to replace, add, modify, or upgrade the Antenna Facilities any time during the term of this Lease if such replacement, addition, modification, or upgrade does not:

i. conflict with Levy County's current Land Development Code ("**LDC**") at the time of installation or modification;

ii. increase the height of the Antenna Facilities above the maximum allowable height as permitted by the Federal Aviation Administration and any local or state laws at the time of installation or modification;

iii. unreasonably interfere, as set forth in Section 7, with Lessor's use of the Antenna Facilities, without Lessor's written consent;

iv. deviate substantially from the Site Plan that will be submitted to the County and approved prior to construction; or

v. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances.

vi. The Antenna Facilities shall remain the exclusive personal property of Lessee, unless at any time it abandons the Tower Parcel, as set forth in Section 9d and refuses to remove said property upon notice as set forth herein and detailed below. Subject to Section 9 of the Lease, Lessee shall have the right to remove the Antenna Facilities at any time during the term of this Lease and shall remove the Antenna Facilities not later than the expiration or termination date of this Lease. As a part of the removal of the Antenna Facilities, Lessee shall remove the guyed tower, base foundation and anchor guy points to a depth of two (2) feet below grade and restore the Tower Parcel and easement to its original condition, normal wear and tear, utility infrastructure installed and insured casualty loss excepted.

b. Lessee shall coordinate all installation, replacements, upgrades, modifications, maintenance, and removals of the Antenna Facilities ("**R&R Work**") with Lessor's Communications Systems Manager ("**CSM**") or point of contact ("**POC**") and provide reasonable advance notice, not less than forty eight (48) hours, to ensure the R&R Work does not conflict with use of the Parent Parcel or Lessor's use of the Antenna Facilities allowing the POC to properly advertise and notice any other users to the upcoming Work prior to commencement. However, emergency repairs to the tower or its subtenants equipment shall be allowed on a 24-7 basis without notice to Lessor. As this Parent Parcel includes law enforcement property which has security sensitivity, the Levy County

Sheriff's Office Communications Division must be notified via phone at 352-486-511 prior to any entry into the fenced area of the property. Any unauthorized access may result in law enforcement involvement.

c. All R&R Work shall be performed by Lessee or its contractors in a safe manner consistent with current industry engineering and construction standards and practices. Lessee and its subtenants, with Lessor's cooperation if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals and authorizations.

d. Lessee, at its expense, shall restore any existing conditions on the Tower Parcel and Easements to their original or better condition after any R&R Work is completed.

e. Lessee, at its expense, after consultation with the County, may use any and all appropriate means of restricting access to the Antenna Facilities including, without limitation, the construction of a properly permitted fence.

f. Lessee shall, at its expense, keep and maintain the Antenna Facilities now or hereafter located on the Tower Parcel in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and insured casualty loss excepted. Lessor shall determine, in its sole and absolute discretion, whether the landscaping and lighting, if any located on the Tower Parcel are maintained in commercially reasonable condition and repair. Lessee shall construct as part of the building of the Antenna Facilities a 6 foot chain link fence with at least 1 foot of barbed wire above the 6 foot fence around the Antenna Facilities. In the event Lessee fails to maintain or repair the landscaping, lighting and fencing portion of the Antenna Facilities after the sixty (60) days' notice/cure period set forth in Section 9, Lessor shall have the right, in addition to the other rights set forth in this Lease, to enter onto the Tower Parcel, without the escort of Lessee's employees, and maintain, replace or repair the landscaping, lighting and fencing portion of the Antenna Facilities and charge Lessee the Lessor's actual reasonable costs of such replacement, repair or maintenance as additional rent pursuant to Section 6.

g. Lessee shall have the right to install utilities and to improve the present utilities, at Lessee's expense, on the Tower Parcel and Easements (including, but not limited to, the installation of emergency power generators). Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service. Lessee shall install separate meters for utilities used on the Tower Parcel at its cost. In the event any public utility is unwilling or unable to use the Easements described herein, the Lessor hereby agrees to reasonably relocating or granting of necessary additional easements for access and utilities to Lessee or to the public utility at no cost to Lessee.

h. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Tower Parcel via the ingress egress and utility Easement, described in Section 2, at all times during the Initial Term of this Lease and any Renewal Term for the approved purposes and uses as set forth in this Lease.

i. Within thirty (30) consecutive calendar days after the Rent Commencement Date, Lessee, at its sole cost and expense, shall obtain a tower removal bond in the amount of Seven Thousand and no/100 Dollars (\$7,000.00) in favor of Lessor, which bond shall ensure that funds are available to remove the tower from the Tower Parcel in the event that Lessee fails to do so prior to the expiration or termination date of this Lease. If Lessee fails to remove the tower prior to the expiration or termination date of this Lease, the Antenna Facilities shall become the property of the Lessor. The Bond shall be provided to the Lessor to be kept for the duration of this Lease.

9. Termination. This Lease may be terminated under any of the following conditions:

a. For cause upon sixty (60) days written notice by Lessor if Lessee fails to cure or is not reasonably pursuing a cure as determined by Lessor, a default for payment of amounts due under this Lease within that sixty (60) day period; or

b. For cause in the event either party defaults in the performance of any of its covenants or obligations herein, other than described in a. above, and such default continues for a period of sixty (60) days without the defaulting party reasonably pursuing a cure after written notice thereof from the non-defaulting party; or

c. Without cause by Lessee within one hundred eighty (180) consecutive calendar days from the date of execution of this Lease if Lessee performs an environmental study on the Tower Parcel, as provided in Section 23, and the results of these studies show that the Tower Parcel is unsuitable for the construction of the Antenna Facilities; or

d. Without cause by Lessee within one hundred eighty (180) consecutive calendar days from the date of execution of this Lease if Lessee is unable to obtain or maintain any license (including, without limitation, an FCC license), certificate, permit or other approval (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities necessary to the installation and/or operation of the Antenna Facilities or Lessee's business; or

e. For cause by Lessor if Lessee abandons its operation and maintenance of the Tower Parcel. The term "abandons" or "abandonment" within this Lease shall mean (i) the failure of the Lessee to begin construction within twenty-four (24) calendar months from the date of execution of this Lease; (ii) after the beginning of construction the discontinuance of construction for a period of six (6) consecutive calendar months; or (iii) written notification provided by the Lessee to the Lessor of its intent to abandon construction of the Tower Parcel and Easement.

10. Taxes.

a. Lessee will be responsible for any and all taxes, assessments, charges, recording and doc fees, costs and expenses associated with its lease of the Tower Parcel, including, but not limited to tangible tax, ad valorem tax and sales tax. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional Rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay Rent.

b. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Insurance.

a. Lessee shall obtain and maintain during the initial Term and any Renewal Term of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the Tower Parcel. The cost of such insurance shall be borne by Lessee. All insurance policies required herein shall apply to all operations, activities or use by Lessee or by anyone employed by or contracting with Lessee, and it is Lessee's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them complies with these insurance provisions and that Lessor is named as a certificate holder and an additional insured on such general and automobile liability policies.

i. Lessee shall not enter or occupy the Tower Parcel or Easements until it has obtained all insurance required herein and such insurance has been approved by Lessor as provided herein. Failure of Lessee to obtain all required insurance within thirty (30) days of the Effective Date of this Lease will be deemed a breach of this Lease and the Lease may be terminated in accordance with Section 9.

ii. Lessee shall furnish certificates of insurance in a form reasonably required by Lessor to the following address: Levy County Attention: Wilbor Dean. The certificates shall clearly indicate that Lessee has obtained insurance of the type, amount and classification required for strict compliance with this Lease and that no cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate/s shall be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance program required by this Lease shall provide that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, to the address stated above in this subsection. In the event the insurance coverage expires prior to the expiration or termination of this Lease, a

renewal certificate shall be issued within ten (10) business days after said expiration date. Compliance with the foregoing requirements shall not relieve Lessee of its liabilities and obligations under this Lease. Neither approval by Lessor nor a failure to disapprove insurance certificates furnished by Lessee shall release Lessee of full responsibility for all its liabilities or obligations under the Lease.

iii. All insurance policies shall be issued by responsible insurance companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and shall be reasonably satisfactory to Lessor. All Policies of insurance required by the Lease shall be primary insurance as regards Lessee's negligence. Any insurance or self-insurance maintained by Lessor, its officials, agents or employees shall be in excess of Lessee's insurance and shall not contribute with it in this respect. All policies of insurance required by the Lease, except Workers' Compensation and employer's liability shall specifically provide that Lessor is an additional insured under such policy and include a severability of interests' provision. The insurance coverage and limits provided herein are designated to meet the minimum requirements of Lessor. Any deductibles or self-insured retentions shall be the responsibility of Lessee. The minimum kinds and limits of coverage to be carried by Lessee shall be as follows:

1. Workers' Compensation and Employer's Liability. If Lessee is subject to the State of Florida Workers' Compensation Law, Lessee shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with applicable state and federal laws. The policy must include employer's liability with a limit of \$ 1,000,000.00 each accident.

2. Commercial General Liability Insurance. Lessee shall obtain and maintain commercial general liability insurance, including coverage for, premises and/or operations, broad form property damage, independent contractors, contractual liability and fire legal liability, and shall be written on an occurrence basis as follows, \$3,000,000.00 combined single limit for bodily injury and property damage with a \$3,000,000.00 aggregate.

3. Business Automobile Liability Insurance. Lessee shall obtain and maintain coverage as to the ownership, maintenance and use of all owned, non- owned, leased or hired vehicles with limits of not less than \$1,000,000.00 combined single limit.

12. Indemnification. Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- (i.) A failure by Lessee to perform any of the terms and conditions of this Lease.
- (ii.) Any injury or damage resulting from the Lessee's occupancy, operations, or use of the

Tower Parcel, Antenna Facilities and Easements.

(iii.) Failure to comply with any law of any governmental authority having jurisdiction; or

(iv.) Any mechanics' lien or security interest filed against the Lessor's property, or any equipment installed or caused to be install by Lessee at the Tower Parcel or Easements, or any materials used or caused to be used by Lessee on or at the Tower Parcel or Easements, or any work done or caused to be done by Lessee at the Tower Parcel or Easements for any purpose.

13. Notices. All notices, requests, demands and other comminutions hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

Lessor:

Levy County Department of Public Safety
Attention Clayton Drew, Communications System Manager
1251 NE CR 343
PO BOX 448
Bronson, FL 32621
(352) 486-5218
(352) 486-5209
Cdrew@levydps.com

Lessee:

NexTower Development Group II, LLC
Attention: Real Estate Department
13577 NW 2nd Lane, Suite 20
Newberry, Florida 32669
(352) 363-5560 (office)
(904) 343-9717 (cell)
dboeff@nexttower.net

14. Surrender of Possession. In the event an Amendment to extend or renegotiate the Tower Site Lease does not occur, then Lessee shall quietly and peaceably vacate the Tower Parcel and Easements, which includes the Antenna Facility, and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all of its system and its property of every description in the Tower Parcel that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease. Failure to remove its Antenna Facilities and remain held over shall entitle the Lessor to a hold over fee of \$5,000.00 per day until Lessee's Antenna Facilities

are removed.

15. Easements, Agreements and Encumbrances. The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Parent Parcel and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

16. Right to Inspect. Lessor has the right to inspect the Tower Parcel at any time and the right to inspect the Lessee's infrastructure and any sublessee's system upon reasonable notice to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any inspection or necessary repair purposes. Lessee assumes the risk of loss or damage to the Antenna Facilities and its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever. The damage, destruction, or partial destruction of any permanent tower or other improvement which is part of the Tower Parcel shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in Rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any of its Antenna Facilities or improvements, Lessee shall at its own expense, promptly repair and restore the Antenna Facilities to a condition as good or better than that existed prior to the damage or destruction. Except in cases of emergency or when it is necessary for the Lessor to install, maintain or repair its equipment within the Tower Parcel as established in Section (4), Lessor shall not have access to the fenced area on the Tower Parcel unless accompanied by Lessee's personnel.

17. Casualty/Condemnation.

a. If any portion of the Tower Parcel is damaged by any casualty and such damage adversely affects Lessee's use and/ or operation of the Tower Parcel, Lessee shall have the right to terminate this Lease as of the date of casualty, upon written notice by Lessee of the same within sixty (60) days after Lessee receives notice of such casualty. In the event that the casualty is not caused by Lessee or its agents, contractors, subcontractors, sublessees, successors, employees and assigns, the Lessor shall promptly repair said damage so as to permit Lessee to resume its operations at the Tower Parcel, absent of which, Lessee shall have the option to repair any damage, and the costs of such repair shall be offset against future rents. In addition, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Tower Parcel is impaired.

b. In the event of any condemnation of all or any portion of the Lessor's Tower Parcel, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Tower Parcel or the Parent Parcel, Lessee, in Lessee's sole discretion, is unable to use the Tower Parcel for the

purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee's operations at the Tower Parcel for more than forty-five (45) consecutive calendar days, Lessee may, at Lessee's option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Tower Parcel for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses, including business damages associated with subleases (but not for the loss of its leasehold interest in this Lease). Any such notice of taking shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Tower Parcel remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Tower Parcel taken bears to the total rentable area of the Tower Parcel. If this Agreement is not terminated by reason of such condemnation, Lessor shall promptly repair any damage to the Tower Parcel caused by such condemning authority, except for any damages upon which the Lessee received funds for as part of a claim from the condemning authority of which the Lessee shall be responsible to repair at its cost.

18. Quiet Enjoyment.

a. Throughout the Term, Lessee, upon Rent payment and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Tower Parcel during the Term of this Lease without hindrance or interruption by Lessor or any other person, persons, or third party. If, as of the date of execution of this Lease or hereafter, there is any mortgage, or other encumbrance affecting Lessor's Tower Parcel, then Lessor agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Lessee shall not be disturbed in its possession, use and enjoyment of the Tower Parcel.

b. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

19. Assignment and Subleasing. This Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in which the Tower Parcel is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Lessee in which the Tower Parcel is located. As to other parties, this Lease may not be sold, assigned

or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld or delayed, subject to the new owner's written assignment and assumption of the same terms and conditions of the Agreement. Lessee may sublet the Tower Parcel within its sole discretion, upon notice to Lessor. Any sublease that is entered into by Lessee shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party under this Lease. Neither party intends to benefit a third party directly or substantially by this Lease. The parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either party based upon this Lease. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Lease.

21. Independent Contractor. The parties to this Lease shall at all times be acting in the capacity of independent contractor and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

22. Title and Waiver Environmental Representations. Lessor owns or leases the Tower Parcel or otherwise has the right to grant the Lease. Except as disclosed to and acknowledged in writing by Lessee, Lessor makes no representations or warrants related to the condition of the Parent Parcel or Tower Parcel, including environmental matters, and Lessee takes the Tower Parcel and Easements in "As Is" condition. Throughout the course of the Lease term Lessee shall not cause any hazards or environmental dangers to occur on the Parent Parcel or Tower Parcel. Lessor agrees to allow Lessee to conduct environmental studies prior to the commencement of construction as provided in Section 5. Should the results of these studies show that the Tower Parcel is unsuitable for the construction of the Antenna Facilities, Lessee may at Lessee's sole discretion, terminate the Lease without penalty in accordance with the requirements of Section 9.

23. Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Parent Parcel or Tower Parcel or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Parent Parcel or Tower Parcel, including structures. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning Lessee's sublessee's property and equipment, including but not limited to antennas, coaxial lines,

shelters, generators, radio equipment. Lessor in no way waves its right to place a lien upon the property of Lessor, tangible or intangible, in accordance with and to the extent allowed by law upon judgment issued by a court of competent jurisdiction.

24. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH DEPARTMENT.

25. Governing Law. This Lease will be governed, construed and enforced in accordance with the laws of the State of Florida. In the event of a dispute, each Party is responsible for their own attorney's fees and costs.

26. Venue and Waiver of Jury Trial. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Eighth Judicial Circuit of Levy County, Florida. The parties agree to waive forum nonconvenience. Further the parties, waive all rights to a jury trial resulting from a dispute under this Lease.

27. Remedies to Parties Cumulative. Any remedies available to a party shall be cumulative, and the exercise of any one remedy by a party shall not be to the exclusion of any other remedy.

28. Delegation of Authority. This Lease is valid and enforceable only upon being signed by persons authorized to bind the Lessor and Lessee.

29. Unlawful or Dangerous Activity. Lessee shall neither use nor occupy the Tower Parcel or Easements or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Lessor. Furthermore, Lessee shall not commit or suffer to be committed on the Tower Parcel or Easements, any waste, nuisance or unlawful act.

30. Confidential and Exempt Security and Fire safety Plan Information. The parties acknowledge that section 119.071(3), Florida Statutes, provides that security and fire safety system plans, as those terms are defined in said section, related to the Tower Parcel, Antenna Facilities and Easements are confidential and exempt from section 119.07(1), Florida Statutes, and section 24(a), Article I of the State Constitution. In addition, pursuant to subsection 281.301(1), Florida Statutes, any portion of a meeting relating directly to or that would reveal such plans is exempt from section

286.011, Florida Statutes, regarding access to public meetings and records. The location of the Tower Parcel itself and the location of the Antenna Facilities is a public record.

31. Entire Agreement. This Lease and its attachments listed as follows:

Exhibit A – Parent Parcel legal description and sketch description.

Exhibit B – Tower Parcel legal description.

Exhibit C - Easement for Ingress, Egress and Utilities to Tower Parcel.

Exhibit D – Form Notice of Expiration/Termination

Exhibit E – Form Term Commencement Agreement

Exhibit F Antenna Site License Agreement

incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

32. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Lease is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

33. Amendments. No modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document signed by both parties.

By signing below, the parties, by their duly authorized officials, accept the terms and conditions of this Lease on the dates indicated. The date of the last of the parties to sign shall be the Effective Date.

(Signatures on Next Page)

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Lease to be duly executed on the day and year first written below.

LESSOR:

Levy County, a political subdivision of the state of Florida

(SEAL)

Attest:

BY: _____
Danny J. Shipp
Levy County Clerk of Courts

BY: _____
Desiree Mills, Chairman
Board of County Commissioners
Date: _____

LESSEE:

NexTower Development Group II, LLC.,
a Delaware limited liability company

BY: _____
David H. Boeff, President/Manager

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 202__, appeared David H. Boeff as President/Manager on behalf of NexTower Development Group II, LLC [] who is personally known to me, or [] who produced _____ as identification.

Notary Signature
[SEAL OR STAMP]

Exhibit A
Parent Parcel legal description and sketch description

[REDACTED]

Exhibit B
Tower Parcel legal description

[REDACTED]

[REDACTED]

Exhibit C
Easement for Ingress and Egress, Placement of Guy Wires and Anchors and Utilities

Prepared by and return to:

Nabors Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

EASEMENTS FOR INGRESS AND EGRESS, PLACEMENT OF GUY WIRES AND ANCHORS AND UTILITIES

THIS EASEMENT made this _____ day of _____, 202_, by and between Levy County, a political subdivision of the State of Florida, by and through its Board of County Commissioner, with an address of 310 School Street, Bronson, FL 32621, hereinafter called “**Grantor**” and NexTower Development Group II, LLC a Delaware limited Liability company, whose address is 13577 NW 2nd Lane, Newberry, FL 32669 its successors and assigns, hereinafter called “**Grantee**”;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and assigns, for the duration of time set forth below, a non-exclusive easement for the purpose of placement of guy wires and anchors to support the tower structure, utilities (including but not limited to telephone service, cable and electrical power) and ingress, egress to and from the Tower Parcel leased to Grantee, over and through the following described lands in Levy County, Florida, described as follows:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT 1 HERETO AND INCORPORATED HEREIN

This easement shall terminate upon the recording by the parties of a Notice of Expiration/Termination in the Official Records of Levy County, Florida.

(Remainder of Page is blank)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

WITNESSES:

Levy County, a political subdivision of the State of Florida

Printed Name:
Address:

Chairman

Printed Name:
Address:

STATE OF FLORIDA)
COUNTY OF LEVY)

SWORN OR AFFIRMED BEFORE ME ____ in person or ____ via remote notarization, this ____ day of _____, 202__, appeared _____ as Chairman on behalf of the Levy County, Florida, who is known to me or who has produced _____ as identification.

Notary Public

(NOTARY STAMP)

Exhibit 1
Legal Descriptions of Easements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit D
Notice of Expiration/Termination

NOTICE IS HEREBY PROVIDED AND RECORDED IN THE OFFICIAL RECORDS OF LEVY COUNTY, FLORIDA, that a certain Tower Site Lease (“Lease”) by and between NexTower Development Group II, LLC, a Delaware limited liability company (“Lessee”) and Levy County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“Lessor”), originally executed and effective on _____, 202__ has hereby expired or been terminated.

Additionally, the Easement associated with the Lease recorded in Levy County Official Records Book _____, Page _____ recorded on _____, 202__ is hereby terminated as is the Term Commencement Agreement recording in Levy County Official Records Book _____, Page _____ recorded on _____, 20____.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this .
day of _____, _____.

LESSOR:

Levy County, a political subdivision
of the state of Florida

(SEAL)

Attest:

BY: _____
Levy County Clerk

BY: _____
Chairman
Board of County Commissioners

Date: _____

LESSEE:

NexTower Development Group II, LLC
a Delaware limited liability company

BY: _____
Manager/President

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, _____, appeared _____
as Manager/President on behalf of Nexttower Development Group II, LLC [] who is personally
known to me, or [] who produced _____ as identification.

Notary Signature
[SEAL OR STAMP]

Exhibit E
TERM COMMENCEMENT AGREEMENT

This Term Commencement Agreement (“Agreement”) is attached to and made a part of that certain Tower Site Lease (“Lease”) by and between NexTower Development Group II, LLC, a Delaware limited liability company (“Lessee”) and Levy County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“Lessor”). The terms used in this Agreement that are defined in the Lease shall have the same meaning as provided in the Lease.

This Agreement is being provided pursuant to the terms and provisions of that certain Lease dated _____, between Lessor and Lessee. The parties to the Lease desire to confirm that the following terms which are defined in the Lease shall have the meaning set forth below for all purposes in the Lease:

The Lease is effective _____.

The Rent Commencement Date shall be _____.

Lease shall terminate on _____, *[ten years from Commencement Date]*, subject to earlier termination and renewal periods as provided for in the Lease.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this _____ day of _____, _____.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this .
day of _____, _____.

LESSOR:

Levy County, a political subdivision
of the state of Florida

(SEAL)

Attest:

BY: _____
Levy County Clerk

BY: _____
County Coordinator

Date: _____

LESSEE:

NexTower Development Group II, LLC
a Delaware limited liability company

BY: _____
Manager/President

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, _____, appeared _____
as Manager/President on behalf of Nextower Development Group II, LLC [] who is personally
known to me, or [] who produced _____ as identification.

Notary Signature
[SEAL OR STAMP]

Exhibit F
Antenna Site License Agreement

ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT (“Agreement”) is made this ____ day of _____, 2024, between **NexTower Development Group II, L.L.C.**, a Delaware Limited Liability Company, with a principal address of 13577 NW 2nd Lane, Suite 20, Newberry, FL 32669 (“Licensor”), and **Levy County**, a political subdivision of the State of Florida, with an address of 310 School Street, Bronson, FL 32621 (“Licensee”).

WITNESSETH:

WHEREAS, Licensor holds a leasehold interest in a certain parcel of property owned by Licensee located at [REDACTED], Florida, more specifically described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (the “Site”); and

WHEREAS, Licensor will own, operate and manage a communications tower to be erected on the Site (the “Tower”); and

WHEREAS, Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space on the Tower at the antenna location shown on **Exhibit “B”**, attached hereto and incorporated herein by this reference, to install and operate the equipment specifically described on **Schedule “B-1”**, attached hereto and incorporated herein by this reference. Licensee shall use the space exclusively for its communications operations as permitted by this Agreement, including only those frequencies listed on **Schedule “B-1”**, and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

*[] This license shall include the use by Licensee of a portion of the equipment building on the Site as more particularly shown on **Exhibit “B”**.*

*[X] As part of this License, Licensor shall permit Licensee to pour (1) **12’ x 30’** concrete pad at location on the Site shown on **Exhibit “B”** for the placement of a LP generator and a 250 gallon squat LP tank with integral manual shutoff valve, and to place an unmanned equipment shelter on such pad or place outdoor equipment cabinets.*

2. Term of License: The initial term of this Agreement shall commence on earlier of the date that Licensee begins installing its equipment on the Site, or thirty (30) days after Licensor notifies

Licensee that construction of the Tower is complete (the "Commencement Date") and shall expire ten (10) years from the Commencement Date. Once the actual Commencement Date is determined, Licensee and Licensor will confirm such date in writing.

3. Extension of Term: This Agreement shall automatically be extended for five (5) successive periods of five (5) years each thereafter, without notice, unless Licensee shall have given the Licensor written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term. All references to the term of this Agreement shall include the term as it is extended as provided herein. Termination may not occur during the first term.

4. License Fee: For the rights herein granted by Licensor to Licensee in this Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**, attached hereto and incorporated herein by this reference. License fees shall be paid monthly in advance, to the remittance address listed in Section 23, on or before the first day of each calendar month during the term of this Agreement. In the event the first or last month of the term shall commence or end on a date other than the first or last day of a calendar month, whichever is applicable, the fee shall be apportioned. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. In addition, in the event the Tower construction has not been completed by the Commencement Date, the license fee will be reduced as provided in Section 2 of this Agreement. Any interest on a late payment shall be calculated, invoiced, and due in accordance with the provisions of sections 218.70 through 218.79, Fla. Stat., the Florida Local Government Prompt Payment Act.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld, conditioned or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. Only the equipment described on **Schedule "B-1"** may be installed, and Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. Licensor shall install Licensee's equipment on the Tower at no charge to Licensee, provided that all of Licensee's equipment is on the Site at time of mobilization of Licensor's general contractor. If Licensee's equipment is not on the Site at time of Licensor's general contractor mobilization, then all such installation work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults and defects, and in compliance with all legal requirements utilizing only first class materials and supplies. Notwithstanding anything to the contrary in this Agreement, Licensee may add to, alter or otherwise modify its ground-based equipment without Licensor's consent as long as such actions do not increase or extend beyond the boundaries of the portion of the Site being licensed to Licensee pursuant to this Agreement. Whichever party performs the installation of Licensee's equipment shall be solely responsible for construction means, methods, techniques, sequences and procedure, and

for coordinating all activities related to the installation work, and such installation work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEE'S OPERATIONS AND INTENDED USE THEREOF.

6. Licensor's Maintenance: Licensor shall operate the Tower and make all necessary repairs and replacements at its expense, and in a timely manner, as well as any maintenance and alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements for installation work placed on Licensee in Section 5 above and all contractors who work on the Tower shall be subject to Licensor's prior written approval, not be unreasonably withheld, conditioned or delayed. If circumstances occur, or threaten to occur, from which Licensor may reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, with prior notice to Licensee, may repair or maintain, any or all equipment and/or lines or Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause.

8. Access: Licensee shall have free access to the Tower, the Site and equipment building or cabinets for the purpose of installing its equipment and for the purpose of maintenance and repair, 24 hours a day, 7 days a week. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this Agreement; provided, however, and notwithstanding anything to the contrary in this Agreement, Licensor will provide Licensee as much telephonic notice as reasonably practicable under the circumstances before taking any such actions, and Licensee will have the right to have an employee or other representative present during any such actions. Further, notice must be provided in advance to the Levy County Sheriff's Office Communications Division via phone at 352-486-5111 prior to entry into the fences area of the Tower. Any unauthorized access may result in law enforcement involvement.

9. Interference: The parties shall conduct their communications and on-site operations in such a manner as to create no interference with the other Party's operations. In the event on Party causes interference to the other Party's communications, the Party causing the interference shall undertake continuous efforts to resolve the interference, within 24 hours of notice from the affected Party.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment. Licensee, at its sole expense, shall pay for the cost of a separate electricity meter. Licensor agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service, including, without limitation, optical fiber facilities. Licensor will provide a master utility panel with electrical capacity to accommodate Licensee's equipment requirements.

11. Taxes: The parties acknowledge that Licensee, as a Florida local government, is not subject to any sales, use or other taxes. In the event Licensee becomes subject to taxes, Licensee shall pay all taxes properly imposed upon, or properly assessed with respect to Licensee's equipment.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall promptly cause the same to be released, discharged or bonded over at Licensee's sole cost and expense.

13. Licensee's Liability: Subject to the limitations and provisions contained in section 768.28, Fla. Stat. and without waiving any immunities under the law, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's negligent use of the Tower and Site and caused by the negligence or willful or intentional misconduct of its agents or employees.

14. Licensor's Liability: Licensor shall be liable to Licensee or to any other person for loss or damage, regardless of cause, other than Licensor's negligence or willful or intentional misconduct. In no event shall either party be liable the other party for consequential damages, including lost revenues, under any circumstances.

15. Insurance:

(a) Licensee shall at all times during the term, at Licensee's sole expense, maintain Workers Compensation insurance, in accordance with the legal requirements of the State in which the Site is located, covering all workers or employees of Licensee. Licensee shall maintain in full force and effect a commercial general liability insurance policy including premises/operations, completed operations, broad form property damage and bodily and personal injury, including death against claims caused by or occurring in conjunction with the operation of Licensee's business. The commercial general liability policy and a certificate evidencing such coverage shall be issued by an insurance company qualified to do business in the State in which the Site is located, providing, in the aggregate, a minimum protection of not less than One Million Dollars (\$1,000,000) combined single limit

(b) Licensor shall maintain in full force and effect a commercial general liability insurance policy including premises/operations, completed operations, broad form property damage and bodily and personal injury, including death against claims caused by or occurring in conjunction with the operation of Licensor's business. Licensee shall be named as an additional insured on the policy and a certificate evidencing such coverage shall be issued by an insurance company qualified to do business in the State in which the Site is located, providing, in the aggregate, a minimum protection of not less than One Million Dollars (\$1,000,000.00) combined single limit. Such certificate shall provide for not less than thirty (30) days prior written notice to Licensee of any proposed cancellation.

16. Damage or Destruction: If the Tower shall, without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of thirty (30) days, Licensee may terminate this Agreement on written notice to Licensor if (a) a temporary solution is not provided while Licensor diligently pursues the repair or replacement of the Tower in the fastest possible industry timetable, or (b) if by government regulation such tower cannot be replaced, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower or of a temporary facility provided by Licensor.

17. Eminent Domain: If the Site, Tower, or equipment building, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default:
(a) Should Licensee fail to pay any license fees or any other amounts due Licensor hereunder within ten (10) days after receiving written notice of such failure from Licensor, or fail to cure any breach of any other provision of this Agreement after thirty (30) days written notice and demand, Licensor may terminate this Agreement immediately, without further notice, and require Licensee to remove or cause to be removed all of Licensee's equipment. Provided however, where any such non-monetary default cannot reasonably be cured within said period, Licensee shall not be deemed to be in default under this Agreement if Licensee commences to cure such default within said period and thereafter diligently pursues cure to completion. Licensee shall, in such event, remain liable for any and all costs incurred for removal of Licensee's antenna, transmission lines and associated equipment from the Tower and for removal of associated structures from the Site. Licensor shall not be liable for any damage to such equipment during its removal. Licensor shall further be entitled to such other remedies as may be available pursuant to applicable law.

(b) Should Licensor fail to cure any breach of any other provision of this Agreement after thirty (30) days written notice and demand, Licensee may terminate this Agreement immediately. Provided however, where any such default cannot reasonably be cured within said period, Licensor shall not be

deemed to be in default under this Agreement if Licensor commences to cure such default within said period and thereafter diligently pursues cure to completion. Licensee shall further be entitled to such other remedies as may be available pursuant to applicable law.

19. Surrender by Licensee: Upon expiration or termination of this Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all structures, including antenna and associated mounting brackets and transmission equipment, concrete foundations to a depth of one foot (1') below grade, fences and other associated structures, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of property and fixtures has been completed.

20. Assignment: Licensee shall not assign or sublease this Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any sublease, license or assignment of this Agreement that is entered into by Licensor or Licensee shall be subject to the provisions of this Agreement. Additionally, Licensee may, upon notice to Licensor, grant a security interest in this Agreement and the Licensee's facilities and may assign this Agreement and the Licensee's facilities to any such holders of security interests including their successor and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Licensor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Licensor agrees to notify Licensee and Licensee's Secured Parties simultaneously of any default by Licensee and to give Secured Parties the same right to cure any default as Licensee except that the cure period or any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Licensee may also assign this Agreement without the consent of Licensor to any entity which acquires Licensee's or its affiliate's communication license. If a termination, disaffirmance or rejection of the Agreement pursuant to any laws (including any bankruptcy or insolvency laws) by Licensee shall occur, or if Licensor shall terminate this Agreement for any reason, Licensor will give to the Secured Parties prompt notice thereof and Licensor will give the Secured Parties the right to enter upon the land during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing Licensee's facilities, or any portion thereof. Licensor acknowledges that the Secured Parties shall be third-party beneficiaries of this Agreement.

21. Subordination: This Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this Agreement disturb the peaceful quiet enjoyment of the Site by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further reasonable instruments subordinating this Agreement to the lien of all such mortgages as may be requested from time to time. In the event the Site is currently encumbered by a mortgage, or similar instrument, Licensor shall use its best efforts to assist Licensee in obtaining a Non-Disturbance instrument in a form reasonably acceptable to Licensee.

22. Estoppels: Within twenty (20) days after written request, either party shall deliver to the other party, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this Agreement; (ii) this Agreement is in full force and effect; (iii) Licensor or Licensee, as the case may be, has performed the covenants, agreements or conditions required of such party, if such be the case (and if such not be the case, then the other party shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the requesting party or such mortgagee.

23. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to Licensor: NexTower Development Group II, L.L.C.
Attn: David H. Boeff
13577 NW 2nd Lane, Suite 20
Newberry, Florida 32669
Phone: (352) 363-5560 (office)
dboeff@nexttower.net

Licensee: Levy County Board of County Commissioners
355 South Court Street
Bronson, Florida 32621
Attn: Mitchell Harrell, Clayton Drew

24. Underlying Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Tower Site Lease" dated _____, 2024 (the "Underlying Lease") by and between **Levy County Board of County Commissioners**, as Lessor, and **NexTower Development Group II, LLC**, as Lessee. This Agreement entered into between Licensor and Licensee is a sublease and is subject to the terms of the Underlying Lease. The "Lessor" is defined as the party with a fee interest in the parcel of land which is referred to in the Underlying Lease.

25. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

26. Governing Law: This Agreement and the performance thereof shall be governed,

interpreted, construed and regulated exclusively by the laws of the State of Florida, within the State courts of the Eighth Judicial Circuit of Levy County, Florida. The parties agree to waive forum nonconvenience. Further, the parties waive all rights to a jury trial resulting from a dispute under this Agreement.

27. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this Agreement, each party shall be responsible for its own attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings.

28. Entire Agreement: This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and no agreements or representations, unless incorporated into this Agreement shall be binding on any of the parties.

29. Waiver: Failure or delay on the part of either of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

30. Severability: Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

31. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Site, and the term of this Agreement for the purpose of giving public notice to third parties. Licensor agrees that Licensee may obtain title insurance on the Site. Licensor shall cooperate with Licensee's efforts to obtain such title insurance policy by executing documents or, at the reasonable ability of Licensor, obtaining requested documentation as reasonably required by the title insurance company.

32. Hazardous Substances: Licensor represents and warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or the Ground Lessor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Licensor nor Licensee shall introduce or use any Substance on the Site or Ground Lessor's Property in violation of any applicable law. Each party shall be responsible for any liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach by such party of any representation, warranty or agreement contained in this Paragraph 32.

33. Termination Rights: Licensee shall have the right to terminate this Agreement with written notice from Licensee to Licensor within one hundred twenty (120) days prior to the expiration of the then current lease term.

34. Multiple Counterparts: This Agreement may be executed in any number of

counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LICENSOR:

NexTower Development Group II, L.L.C.
a Delaware limited liability company

WITNESSES:

Print Name

Print Name

By: _____
Print Name: David H. Boeff
Title: President, CEO

LICENSEE:

Levy County,
a political subdivision of the State of Florida

ATTEST:

Danny J. Shipp, Clerk

By: _____
Desiree Mills, Chair

Approved as to form and legal sufficiency:

Nicolle M. Shalley, County Attorney

EXHIBIT "A"

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT "B"

Tower and Building Layout

(see attached)

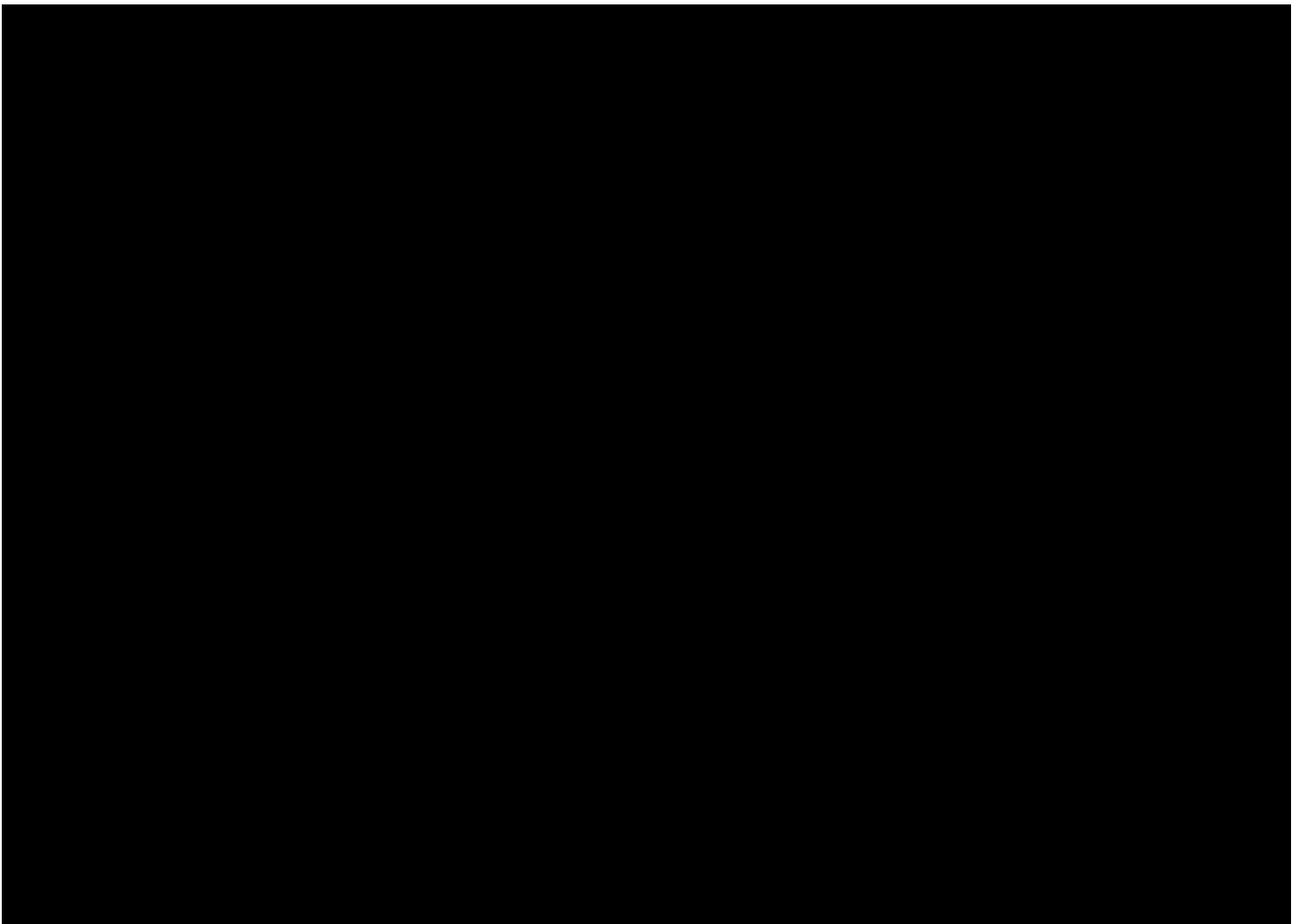
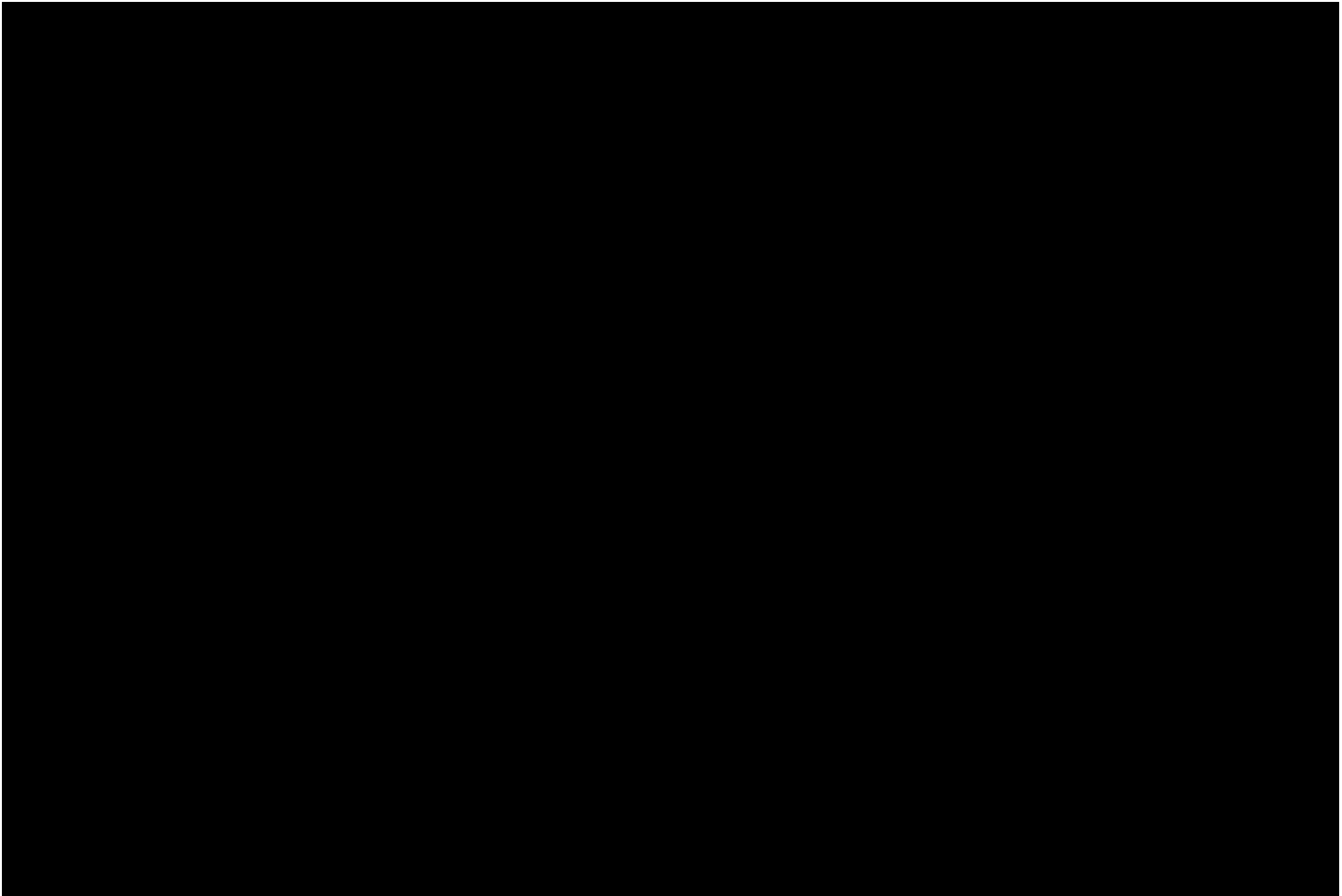


EXHIBIT "B-1"

Equipment Description & Frequency List



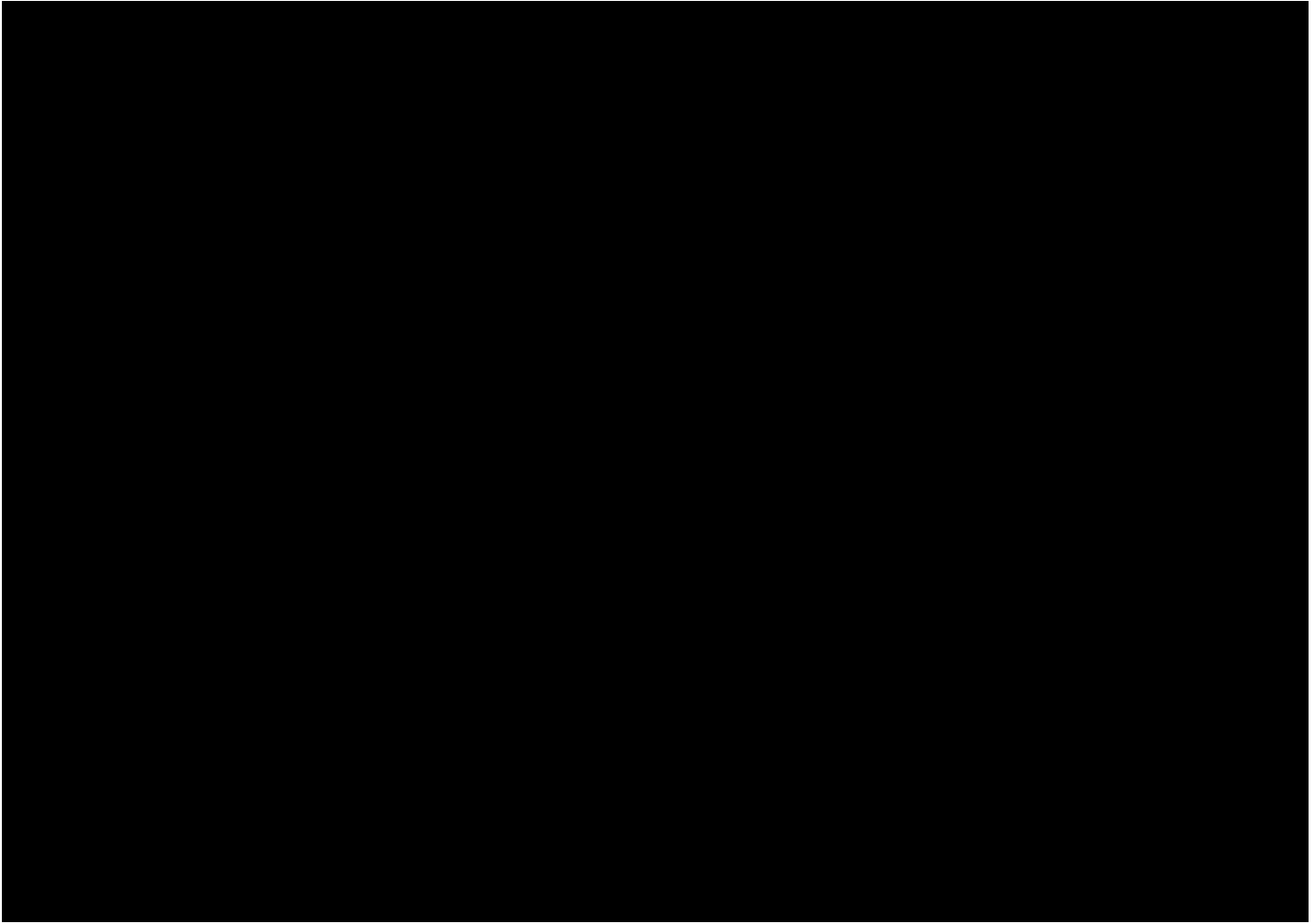


EXHIBIT "C"

License Fee Schedule

Initial One Time Capital Contribution Fee: None

Initial License Fee: \$2,650.00 per month for loading depicted on Exhibit "B-1".

License Fee Escalation: 2% annually on the anniversary of the Commencement Date. License Fee Escalation will not take into account any License fee reduction based on delay of construction of the Tower.

**Note: a reduction in the number of antennas does not constitute a reduction in rent, unless agreed to by both parties in writing.*