

**OPTION TOWER AND GROUND
SPACE LEASE**

2007-1041

This Option Tower and Ground Space Lease (the "Lease") is made and entered into the 10th day of October, 2007, by and between City of Republic, a municipal corporation, whose address is 221 North Main Street, Republic, Missouri 65738, hereinafter referred to as "Landlord", and USCOC of Greater Missouri, LLC, a Delaware limited liability company, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a water tower which functions as a communications platform (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 37 07 32 and Longitude 93 28 2.8 (NAD 83), in the City of Republic, in Greene County, State of Missouri, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:

(i) Attachment locations upon the Tower for the placement and affixing of cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;

(ii) Intentionally Blank

(iii) A parcel of ground space adjacent to the base of the Tower, as shown on Exhibit B attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter measuring approximately 10 feet by 12 feet ("Tenant's Building") upon a poured concrete foundation.

(b) During the Initial Option Term and any extension thereof, and during the Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental

Approvals”), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord’s title to the Site, and the feasibility or suitability of the Site for Tenant’s permitted use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant’s inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$800.00 upon execution of this Lease. The Option will be for an initial term of eighteen months commencing as of the date of this Lease (the “Initial Option Term”) and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$800.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Site to the Tenant subject to the terms and conditions of this Lease.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be for the duration hereof:

(a) the right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the “Equipment”), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant’s business, subject to Landlord’s prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;

(b) the right to extend and connect utility lines between Tenant’s Building and suitable utility company service connection points;

(c) the right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and

(d) the right to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant’s purposes as contemplated herein.

3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, and performance monitoring functions, but for no other use or purpose. Tenant’s use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. Tenant’s authority to enter

upon Property owned by the Landlord and to install equipment shall be conditioned upon the work being done in accordance with plans and specifications conforming to all City Codes and only after approval of the plans by the Director of Public Works. All work done hereunder by the Tenant shall be subject to the inspection and approval of the Director of Public Works or his authorized representative. The Director of Public Works reserves the right to place certain restrictions on the time and manner of work so as not to unreasonably interfere with the intended use of the City Property or so as not to create a danger to public safety. The Tenant shall not, without first obtaining the express written consent of the Landlord, take any action that affects the material or structural integrity of the Landlord's Tower or diminishes the Landlord's ability to secure the premises.

4. Initial Term. The initial term (the "Term") of this Lease shall commence on the Commencement Date (as defined below). The Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred, unless extended or terminated.

5. Option to Renew. The Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives the Landlord written notice of Tenants intention to terminate the Lease at least sixty (60) days before the expiration of the Term or applicable renewal term.

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of such termination, and by paying to Landlord the equivalent of one (1) months rent then in effect at the time of termination, in which event this Lease shall be null and void on the date of such notice and payment. If in the Landlord's sole determination, the use of City Property by the Tenant is interfering with the intended use of the location or is causing interference as defined in Paragraph 19 herein or if the use by the Tenant becomes a health or safety hazard, or if the City Property no longer serves the needs of the city and must be modified or removed, the Landlord may terminate this Lease upon thirty (30) days written notice unless an immediate termination is necessary for the public health or safety. In the event of any violation of the terms of this agreement by Tenant, or any Contractor acting on its behalf, Landlord may issue a stop work order and bar entry onto City Property by Tenant or its Contractor. Nothing contained in this paragraph shall prevent the Landlord from terminating the Lease for a breach of the terms of this agreement.

7. Base Rent. Tenant shall pay Base Rent to Landlord in the amount of One Thousand Five Hundred Dollars (\$1500.00) per month, the first payment of which shall be due when construction begins (the "Commencement Date") and then regularly thereafter on the first day of each calendar month. Landlord shall specify by written notice to Tenant, the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord.

8. Adjusted Rent. Base Rent shall be increased upward by ten percent (10%) each five (5) year renewal term.

9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

10. Tower Maintenance. Landlord represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than by reason of the negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, Base Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises. If the Tower is damaged by reason of the negligence of Tenant or its agents, then Landlord shall deliver written notice to Tenant of such damage. Tenant shall thereafter repair the Tower at Tenant's cost and if such repair is not made by Tenant within thirty (30) days following the date of such damage, Landlord shall have the right to terminate this Lease by giving Tenant written notice thereof.

11. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"); however, if Tenant's use of the Tower requires additional markings or lighting to comply with FCC or FAA regulations, Tenant shall be responsible for the cost of bringing the Tower into compliance.

12. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and/or the FAA, if required by the FCC and/or the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration. If the Tower is required to be registered solely due to

its use by Tenant, then Tenant shall comply with the payment requirement set forth in Paragraph 11.

13. Utilities. Landlord shall ensure that utility services currently located at the site are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations. City shall not be responsible for any additional utilities Tenant may require.

14. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property.

15. Access. Tenant shall have access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.

16. Compliance with Laws. Subject to Section 10, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

17. Indemnification.

(a) To the extent permitted by law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Premises. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord with respect to any claims of whatever nature arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees.

(b) To the extent permitted by law and with due regard to Landlord's defense of sovereign immunity in certain instances, Landlord agrees to indemnify and save harmless Tenant from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Site. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant with respect to any claims of whatever nature arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees.

(c) Such indemnification obligations shall survive the termination or expiration of this Lease.

18. Insurance. Without limiting any of the other obligations or liabilities of the Tenant, the Tenant shall secure and maintain at its own cost and expense, and shall require its Contractor throughout the duration of the work, until the work is accepted or approved by the Landlord, insurance of such types and in such amounts as are appropriate with consideration to Tenant's activities under the Lease. It shall be the responsibility of the Tenant to maintain adequate insurance. Failure of the Tenant to maintain coverage shall not relieve its Contractor of any responsibility or obligation or liability under the Lease. The certificates of insurance, shall be filed with the Landlord and approved prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to material modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Republic
213 N. Main
Republic, MO 65738

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- a. Workers' Compensation Statutory coverage per RSMo. 287.010 et seq. Employer's Liability \$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and Property damage on an "Occurrence Form Basis" with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$ 1,000,000) for any one person in a single accident or occurrence. The certificate of insurance shall name the City as an additional insured with respect to this contract.
- c. Automobile Liability Insurance, covering bodily injury and Property damage for owned, non-owned and hired vehicles, with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and Three Hundred Thousand Dollars (\$300,000) for any one person in a single accident or occurrence.
- d. (Intentionally Blank)
- e. Contractor. In case any or all of this work is performed under contract with the Tenant, the Tenant shall require the Contractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts at the expense of the Contractor. Tenant shall require any and all Contractors with whom it enters into an agreement to perform

work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice of Insurance.

The Tenant and/or Contractor shall furnish the Landlord prior to beginning the work, satisfactory proof of carriage of all the insurance required by this Lease, with the provision that policies shall not be canceled, materially modified or non-renewed without thirty (30) days' written notice to the City of Republic.

19. Non-Interference.

Tenant agrees that Tenant's operation of its equipment shall not cause interference to existing use or enjoyment of the property or water tower by Landlord or other tenants, licensees, and lessees located on the water tower or property prior in time to Tenant's use including, but not limited to, interference with radio communication facilities so located and existing as of the Commencement Date. Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property for radio communications facilities located and existing after the Commencement Date that in any way interferes with the operations of Tenant there under that comply with the terms of this Lease. Such interference shall be deemed a material breach by the interfering party under this Lease, who shall, upon written notice from the other, be responsible for terminating said interference at such interfering party's sole expense. The non-interfering party shall not be required to provide a cure period to the interfering party, but shall provide the interfering party with written notice of such interference and the interfering party shall use its best efforts to eliminate the interference immediately but in no event later than seventy-two (72) hours from the receipt of such notice. Thereafter, the party suffering the interference may terminate the Lease, pursue remedies available at law or in equity, or pursue injunctive relief; in addition, if such uncured interference is caused by Tenant and suffered by Landlord's other tenants or licensees at the Site, then Landlord may terminate the Lease with Tenant and pursue the other remedies as described in the preceding sentence. Pursuant to Paragraph 1 (b) of this agreement, Tenant has determined that the use of the site is feasible and suitable for Tenant's permitted use as of the Commencement Date and that Landlord and its tenants and licensees operations as of the Commencement Date do not interfere with Tenant's operations.

20. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of

interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.

21. Attorneys' Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.

22. Covenant of Quiet Enjoyment. Landlord covenants and warrants that so long as Tenant is not in default under this Lease, Tenant will lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Term without hindrance or ejection.

23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

24. Assignment and Subleasing of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station on the Premises, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. In addition, Tenant may assign or otherwise transfer its interest in this Lease without Landlord's consent to any affiliate of Tenant. Any other assignment of this Lease or sublease of the Premises by Tenant shall require Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in a writing setting forth the name, address, and telephone number of the assignee.

25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon except for the use of chlorine disinfectant in Landlord's municipal water system operations at the location.

26. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.

(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

27. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

28. Notices. Any notice given under this Lease shall be in writing and shall be sent or delivered to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may theretofore have designated by notice similarly given, by personal delivery, which includes delivery by commercially reasonable overnight delivery services, which will be deemed effective upon delivery, or by registered or certified mail, postage prepaid, which will be deemed effective three days after deposit into United States mail.

29. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises. Should Landlord determine that the use of the Tower by Tenant is interfering with Landlord's operations, the Landlord may terminate the lease as set forth in Paragraph 6

30. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. Tenant shall remove any personal property from the Leased area and restore the property to the same or better condition than that which existed prior to the initiation of any work by the Tenant before the effective date of termination, reasonable wear and tear excepted. Should the Tenant fail to remove any personal property or construction equipment and materials and to restore the property, as required hereunder, then after 10 days prior written notice to Tenant, the Landlord may cause the same to be done at Tenant's expense.

31. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law.

32. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

33. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

34. Execution of Other Instruments. The parties agree to execute, acknowledge, and deliver such other instruments respecting the Premises, as the parties may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not substantially expand, the parties rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, so long as such cooperation does not impose a financial burden on Landlord

35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

36. Governing Law. This Lease will be governed by the laws of the State in which the Premises is located

37. Recording. Tenant agrees not to record this Lease, but each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

38. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

39. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of

Site Name: Republic

Site Number: 457419

the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

40. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

[END OF LEASE, SIGNATURE PAGE FOLLOWS]

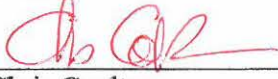
Site Name: Republic

Site Number: 457419

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

LANDLORD:

City of Republic Missouri, a municipal corporation

By: 
Chris Coulter
Its: Interim City Administrator

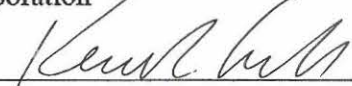
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Approved as to Form


City Attorney


TENANT:

USCOC of Greater Missouri, LLC
a corporation

By: 
Printed: Kevin R. Lowell

Title: Vice President

Date: October 10, 2007

Form approved at
USCell by 

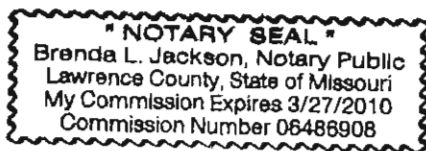
Site Name: Republic

Site Number: 457419

STATE OF MISSOURI)
)
COUNTY OF GREENE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Chris Coulter, the Interim City Administrator, known to me to be the same person whose name is subscribed to the foregoing Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 27 day of September, 2007



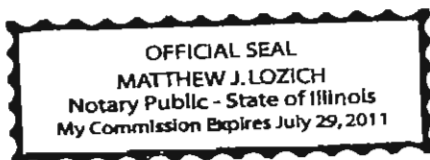
Brenda L. Jackson
Notary Public

My commission expires 3-27-10

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Kevin R. Lowell, Vice President, known to me to be the same person whose name is subscribed to the foregoing Option Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 10th day of October, 2007.



Matthew J. Lozich
Notary Public

My commission expires 7/29/11

Site Name: Republic

Site Number: 457419

EXHIBIT A

Legal Description

Beginning 215.1' West of the NE corner, of the NW/4, of the NE/4, of Section 20, T-28, R-23; thence South 175'; thence West on an interior angle of 90 degrees-58', 100'; thence North on an interior angle of 89 degrees-02, 175'; thence East on an interior angle of 90 degrees-58', 100' to the point of beginning, EXCEPT the North 25' used for road purposed, and EXCEPT a tract out of the Southeast corner as shown by plat, all in Republic, Greene County, Missouri. (GENERAL WARRANTY DEED recorded in Book 1376, Page 176, Registrar of Deeds, Greene County, Missouri.)

Site Name: Republic

Site Number: 457419

EXHIBIT B

SITE: Republic Site #: 457419 FCC REGISTRATION # _____
TENANT NAME: USCOC of Greater Missouri, LLC TEL #: 918 697-1174
CONTACT: Hank Madden, RF Engineer

ANTENNA INFORMATION

FCC Call Letters: WQAY464 Type of Modulation or other Emissions: CDMA PCS 1900
Type of antenna: PCS Panels Make: Antel
Model: BSA185065/10-2 How many antennas 6 (2 per face) Weight: 9.1lbs each
Height: 60.2"
Usage: Transmit only _____ Receive only _____ Transmit & Receive X
Effective Radiated Power 37 Watts/channel Operating Frequency: 1850 to 1944 MHz
Mounting Brackets, Mounting Height & Mounting Orientation:
mounting height rad/ctr of 165 ft AGL; azimuth of 50, 150, 240 degrees
Transmission line Mfg. & Type No: Andrew AVA7-50 (1 5/8") or equivalent (6 runs, 1 per ant.)
Outside Diameter: 1 5/8" Length: 195 ft

FCC Call Letters: _____ Type of Modulation or other Emissions: _____
Type of antenna: _____ Make: _____
Model: _____ How many antennas _____ Weight: _____ lbs each
Height: _____
Usage: Transmit only _____ Receive only _____ Transmit & Receive _____
Effective Radiated Power _____ Watts/channel Operating Frequency: _____ to _____ MHz
Mounting Brackets, Mounting Height & Mounting Orientation: _____

Transmission line Mfg. & Type No: _____
Outside Diameter: _____ Length: _____

Site Name: Republic

Site Number: 457419

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: _____

Type: _____

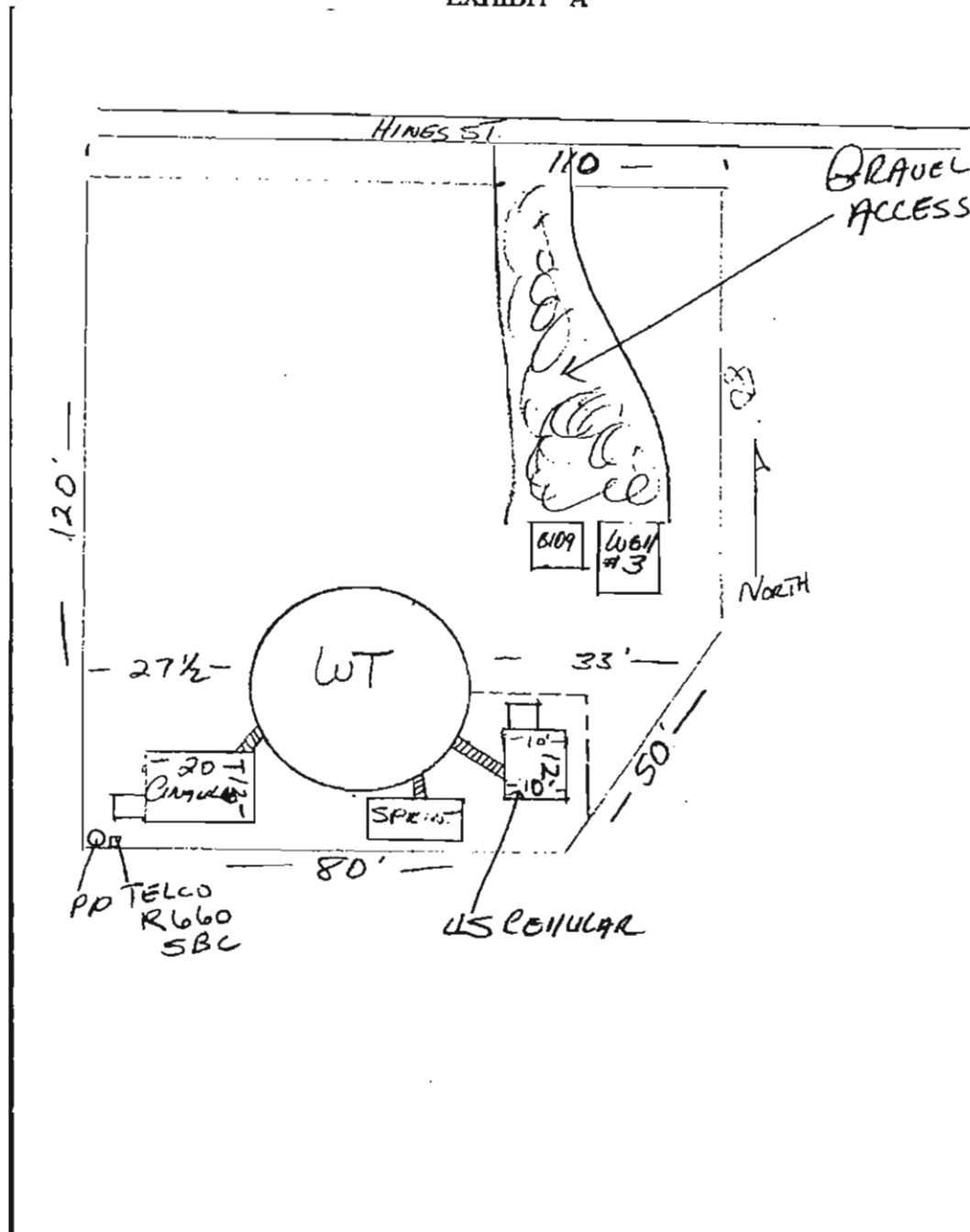
Location: _____

Transmitted Rated Power: _____

Amount of Land required for building or cabinet: _____

Is Emergency Power provided by LANDLORD: ☐ YES ☒ NO

EXHIBIT "A"



Power - 75' x 10' West of lease area
 Telco - 75' x 10' West of lease area
 Access 110' x 20' South of Hines St.