

State: California
Market: Redding
Cell ID: WSCR.D,CS28
Cell Name: Pine Grove

SITE LEASE AGREEMENT
(Unimproved Land)

THIS SITE LEASE AGREEMENT (this "Agreement") is entered into this 24 day of September, 1996 (the "Effective Date") between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992, as to an undivided 1/2 interest, ("Landlord") and Redding Cellular Partnership, ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord grants to Tenant the right to lease a portion (the "Premises") of the real property (the "Property") described in Exhibit "A" attached hereto and incorporated herein by this reference. The Premises, located at 3033 Twin View Blvd., Shasta Lake, CA 96019, consisting of approximately 2500 square feet and are situated within the Property as described and/or depicted in Exhibit "B" attached hereto and incorporated herein by this reference. If Tenant elects to obtain a survey of the Premises, upon receiving such, Tenant shall deliver the certified legal description of the Premises contained in such survey, which Landlord and Tenant agree shall replace Exhibit "B," and then become the legal description of the Premises.

2. Cooperation. Prior to the Commencement Date, any extensions thereof and during the term of the Lease referenced below, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises and the Property and for the construction of any necessary improvements (collectively, the "Governmental Approvals") and Landlord agrees that Tenant may perform surveys, soils testing, and other engineering procedures on, under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design, and Governmental Approvals. Landlord acknowledges that Tenant shall have no obligation to appeal the denial of any Governmental Approvals or to seek the extension or renewal of any Governmental Approvals.

3. Lease Term.

a. The term of the lease ("Term") created as result (the "Lease") shall run for five (5) years, commencing upon the date Tenant gives written notice to Landlord that Tenant has received all necessary licenses and permits required for Tenant's use on the Premises (the "Commencement Date"), and terminating at midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall have occurred.

b. Tenant shall have the option to extend the term of the Lease for nine (9) successive three (3)-year periods ("Extension Terms") after the original term expires. Each such option to extend shall be deemed to have been automatically exercised by Tenant, unless, prior to the expiration of the then-current term, Tenant delivers Landlord written notice of its intent not to extend the term, in which case the Lease shall terminate at the end of the then-current term. Each Extension Term, unless otherwise specified herein, shall be upon the same terms and conditions as the original term of this Lease.

4. Use. The Premises may be used as a communications facility, including a facility for the transmission and reception of radio communication signals in any and all frequencies authorized by the appropriate governmental authorities, for the construction and maintenance of related facilities, towers, antennas, or buildings, and for related activities and uses.

5. Rent.

a. From and after the Commencement Date, and as consideration for Landlord's full performance of its obligations under this Agreement, Tenant shall pay Landlord, as rent, the sum of \$_____ M) per month (the "Rent"). The Rent shall be payable on the first day of each calendar month in advance to Landlord at Landlord's address specified in Paragraph 16 below. If the Lease term commences other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month.

b. If the Lease is terminated on any day other than on the last day of a month, the Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of the Rent, all prepaid Rent shall be refunded to Tenant.

6. Interference. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. If the nature of such interference is such that Tenant's normal use of the Premises for their intended purposes is made impossible or impracticable, Landlord shall cause such interference to cease upon not more than twenty-four (24) hours' notice from Tenant; Landlord shall cause all other types of interference to cease upon not more than five (5) days' notice from Tenant. In the event any such interference does not cease within the foregoing cure periods, the parties acknowledge that Tenant will suffer irreparable injury and therefore Tenant shall have the right, in addition to any other rights that it may have at law or in equity for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Lease, upon notice to Landlord.

7. Improvements; Utilities; Access.

a. Tenant shall have the right, at Tenant's expense, to erect and maintain on the Premises improvements, personal property and facilities, and other improvements which include, but are not limited to, antenna tower and base, radio transmitting and receiving antennas, and an electronic equipment shelter (collectively, the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities during the term and within a reasonable period of time following the termination or expiration of the Lease.

b. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities, together with a right to enter the Property in order to maintain, repair and replace said utilities. Landlord shall execute a written easement, which shall expire concurrent with the term of this Lease, as may be extended, in recordable form evidencing these rights upon Tenant's request.

c. Landlord shall provide Tenant ingress, egress, and access from an open and improved public road to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of the Lease or any extension thereof at no additional charge to Tenant. If there is no public, improved road providing access to the Premises, then Landlord shall obtain and ensure that Tenant shall at all times have access to the Premises by means of a passable private road. Landlord shall execute an easement evidencing this right upon Tenant's request. Tenant shall be entitled to twenty-four (24) hour, seven (7) days a week, access to the Premises, without the necessity of prior notice to Landlord.

8. Default.

a. Landlord shall be in default under this Agreement if: (i) Landlord shall fail to cease any interference within the cure periods set forth in Paragraph 6 above; or (ii) Landlord shall fail to observe or perform any of Landlord's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that it cannot be cured solely by

payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Landlord shall not be deemed to be in default under this clause (ii) if Landlord shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Landlord, Tenant shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Landlord's obligations under this Agreement. Tenant shall have the right to set off any expense incurred as a result of Landlord's default against any Rent or other payment due under this Agreement.

b. Tenant shall be in default under this Agreement if: (i) Tenant shall fail to pay the Rent due under this Agreement within ten (10) days after written notice from Landlord that such Rent is overdue; or (ii) Tenant shall fail to observe or perform any of Tenant's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Tenant shall not be deemed to be in default under this clause (ii) if Tenant shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Tenant, Landlord shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Tenant's obligations under this Agreement.

9. Termination. The Lease may be terminated by Tenant, without any penalty or further liability, on thirty (30) days written notice as follows: (a) if Tenant is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction or operation of the Antenna Facilities or Tenant's business (it being agreed that Tenant shall have no obligation to appeal the denial of any Governmental Approvals, or to seek the extension or renewal of any Governmental Approvals); or (b) if the Premises, in Tenant's good faith judgment, are or become unacceptable under Tenant's design or engineering specifications (as such specifications may be revised from time to time) for the Antenna Facilities or the communications system to which the Antenna Facilities belong.

10. Condition of Premises Upon Termination. Upon termination, Tenant will return the Premises to their original condition, ordinary wear and tear and casualty excepted. Tenant will not, however, be responsible for the replacement or any trees, shrubs or other vegetation, or for the reduction of any foundation to a depth greater than required by applicable law (which shall in no event be greater than three (3) feet below grade), nor shall Tenant be required to remove from the Premises or the Property any underground utilities or other improvements, which shall be conveyed to Landlord by Tenant at such time, to the extent that such other improvements would not be likely to interfere with Landlord's then existing use of the Property.

11. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. However, Tenant shall pay to Landlord, as additional Rent, any increase in real property taxes levied against the Premises (but not any other property of Landlord) which is directly attributable to Tenant's use of the Premises, within thirty (30) days after Landlord furnishes proof of such increase to Tenant.

12. Insurance.

a. From and after commencement of the Lease term, Tenant will carry commercial general liability insurance (or such successor or equivalent insurance coverage as may be available from time to time) in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any blanket policy of liability insurance Tenant may maintain.

b. Landlord and Tenant agree that in the event of loss or damage to property due to any peril which is covered by an insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and provided that the loss is covered by the insurance policy, neither party shall be liable to the other. In the event of such an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

13. Destruction of Property. If the Property or the Premises are destroyed or damaged so as, in Tenant's good faith judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate the Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. It is the intention of the parties that the terms of this Agreement shall govern their respective rights in the event of the destruction or damage of the Premises, and that this Agreement shall supersede any statute or other law relating to the termination of leases when leased property is damaged or destroyed.

14. Condemnation. If a condemning authority takes all of the Premises, or a portion of the Property or the Premises sufficient, in Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, Tenant shall have the right to terminate the Lease by giving written notice to Landlord of such termination not later than one hundred eighty (180) days after the date title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of the Antenna Facilities, moving expenses, prepaid Rent and business dislocation expenses).

15. Indemnity and Hold Harmless.

a. Tenant agrees to indemnify and hold Landlord harmless from, and to defend Landlord against, any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including the attorneys' fees of counsel, who shall be selected by Tenant) arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except to the extent attributable to the negligent or intentional acts or omissions of Landlord, its agents or independent contractors.

b. Landlord agrees to indemnify and hold Tenant harmless from, and to defend Tenant against, any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including attorneys' fees) arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of Tenant, its agents or independent contractors.

16. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to: Lawrence R. Racki
Rodney P. Racki
P. O. Box 177
Shasta Lake, CA 96019

If to Tenant, to: AT&T Wireless Services
Legal Department
10000 Goethe Road
Sacramento, California 95827
Attention: Shared Property Analyst

In addition, a copy of any notice alleging a breach of this Agreement by Tenant shall also be sent to:

AT&T Wireless Services
5400 Carillon Point
Kirkland, Washington 98033
Attention: Legal Department

Either party may by written notice to the other party specify a different address for notice purposes.

17. Title and Quiet Enjoyment. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; (ii) has good and unencumbered title to the Property free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant's intended use of the Premises or conflict with Tenant's right (if any) to purchase the Premises, and (iii) has the power to grant the access rights set forth in Paragraph 7(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of the Lease and any extension thereof.

18. Environmental Matters.

a. Tenant represents and warrants to Landlord that Tenant will not generate, store or dispose of any hazardous materials on, under or about the Property in violation of any hazardous substance laws (as defined below). Tenant shall indemnify and hold Landlord harmless from any losses, claims, damages, penalties and liabilities arising from any breach of the foregoing representations and warranties.

b. Landlord shall indemnify and hold harmless Tenant, its partners, directors, officers, employees, and agents, and any assignees, subtenants, or successors to Tenant's interest in the Premises, their partners, directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel and experts, including without limitation all consequential damages directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Landlord, its agents, or contractors prior to execution of this Agreement or at any time after execution, or by any prior owner or operator of the Property, and also from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on, under, or in the Property.

19. Emergency Measures. Landlord acknowledges that Tenant, as a telecommunications carrier, has an obligation to provide its services at all times, even in times of power failures, natural disaster, civil commotion and other emergencies. Accordingly, Landlord agrees that Tenant shall have the right to bring all equipment and personnel onto the Premises and the Property, to the extent necessary, as may be reasonably necessary to allow Tenant to continue its operations in the face of such emergencies.

20. Assignment. Tenant may assign the Lease and its other rights under this Agreement (including, without limitation, any options to purchase the Property or to extend the term of the Lease), or sublet the Premises or any portion thereof, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of the Lease.

21. Successors and Assigns. This Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Miscellaneous.

a. The substantially prevailing party in any litigation or other proceeding arising under this Agreement shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. This Agreement and all addenda and exhibits attached hereto constitute the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. All addenda and exhibits attached to this Agreement are incorporated herein by this reference.

c. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

d. Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises. Such documents may include, without limitation, a short-form memorandum of this Agreement (which may reference the various option rights of Tenant under this Agreement), a short form memorandum of the Lease, the easement agreements pursuant to Paragraph 7 of this Agreement, and a non-disturbance agreement from any existing or future mortgagee or ground lessor assuring that Tenant may remain in possession of the Premises without reduction in its rights under this Agreement should Landlord default under said mortgage or ground lease. All of the foregoing documents must be commercially reasonable in content and in a form suitable for recordation, and shall be executed by Landlord not later than thirty (30) days after Tenant's request therefor. Upon the expiration or earlier termination of this Agreement, Tenant will, if requested by Landlord, record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

e. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. The provisions of this Agreement shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provisions appearing in the original draft of this Agreement, this Agreement shall be interpreted as if the deleted language were never a part of this Agreement.

f. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(Signatures on following page.)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Agreement as of the Effective Date.

"LANDLORD"

LAWRENCE ROBERT RACKI

SENGA DUNLAP RACKI

Lawrence Robert Racki
By: Lawrence Robert Racki
Its: _____
Date: 4/25/96
Tax I. D. #: 567-48-5957

Senga Dunlap Racki
By: Senga Dunlap Racki

RODNEY PAUL RACKI

JANET LYNN RACKI

Rodney Paul Racki
By: Rodney Paul Racki

Janet Lynn Racki
By: Janet Lynn Racki

"TENANT"

REDDING CELLULAR PARTNERSHIP

Patrick Poling
By: Patrick Poling
Its: Site Development Manager

STATE OF CALIFORNIA

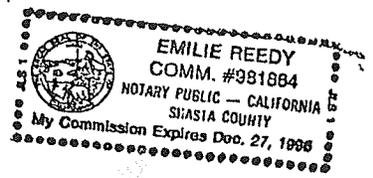
COUNTY OF Shasta

On Sept 25, 1996 before me, Emilie Reedy, Notary Public, personally appeared
Lawrence Robert Rooki and Sergio Duran Rooki

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Emilie Reedy
(SIGNATURE OF NOTARY)



STATE OF CALIFORNIA

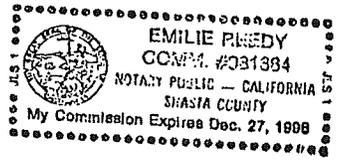
COUNTY OF Shasta

On Sept 27, 1996 before me, Emilie Reedy, Notary Public, personally appeared
Robney Paul Rooki and Janet Lynn Rooki

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Emilie Reedy
(SIGNATURE OF NOTARY)



STATE OF CALIFORNIA

COUNTY OF _____

On _____, 1996 before me, _____, Notary Public, personally appeared

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and ecknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 1996 before me, _____, Notary Public, personally appeared

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and ecknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On October 21, 1996 before me, V. Chris Poff, Notary Public, personally appeared Patrick Poling

personally known to me

- OR -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



V. Chris Poff

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title Type of Document: Site Lease Agreement

Number of Pages: _____ Date of Document: _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Exhibit "A" to the Agreement dated September 24, 1996 by and between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992, as to an undivided 1/2 interest, ("Landlord") and Redding Cellular Partnership, ("Tenant").
The Property is legally described as follows:

APN: 075-070-03 and 075-100-03
Site Address: 3033 Twin View Blvd., Shasta Lake, CA 96019
Book: 3135 Page Number: 804
Documentation: Grant Deed Date: March 17, 1994
County: Shasta
State: California

INITIALS
RRR
SR
SR
JLR

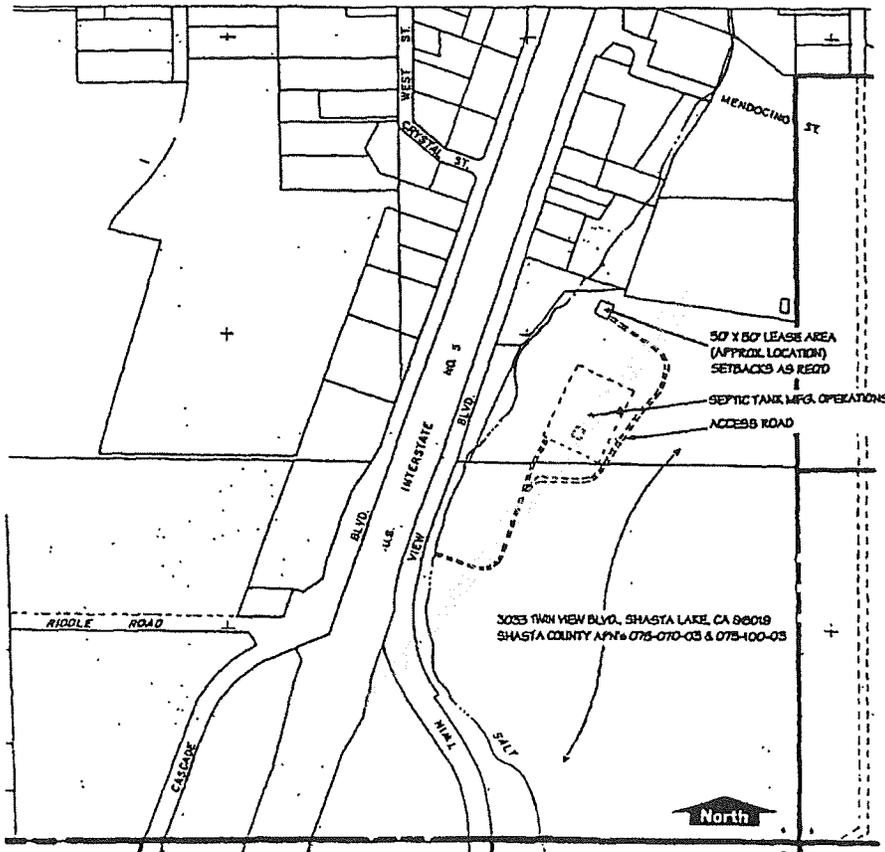
SR

EXHIBIT "B"

LEGAL DESCRIPTION OF PREMISES

Exhibit "B" to the Agreement dated September 24, 1996 by and between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992, as to an undivided 1/2 interest, ("Landlord") and Redding Cellular Partnership, ("Tenant").
The location of the Premises within the Property is more particularly described or depicted as follows:

A land survey will replace this Exhibit "B" upon receipt thereof by Tenant pursuant to Section 1 of the Agreement.



INITIALS
RRP
SR
JLR
(B)

EXHIBIT "C"

LIST OF EXISTING ENCUMBRANCES

Exhibit "C" to the Agreement dated September 24, 1996 by and between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992, as to an undivided 1/2 interest, ("Landlord") and Redding Cellular Partnership, ("Tenant").

The following is a list of ground leases, liens, mortgages and other encumbrances currently on the Property as of the Effective Date:

INITIALS
RRR
LRR
SR
JLR

BB

Copyright © 2000, Redding Cellular Partnership

Name: Pine Grove

**ADDENDUM NO. 1 TO
SITE LEASE AGREEMENT**

SITE LEASE AGREEMENT SUPPLEMENT

THIS ADDENDUM NO. 1 TO SITE LEASE AGREEMENT ("Addendum") is attached to and made a part of that certain Site Lease Agreement (the "Agreement") dated September 24, 1996 and is entered into by and between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992, as to an undivided 1/2 interest, ("Landlord") and Redding Cellular Partnership, ("Tenant"). In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall control.

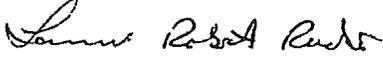
Paragraph 5c to be added as follows:

Rent shall be increased by fifteen percent (15%) at the beginning of the first Extension Term and by ten percent (10%) at the beginning of each succeeding Extension Term.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum as of the Effective Date of the Agreement.

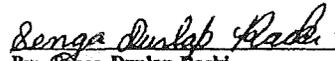
"LANDLORD"

LAWRENCE ROBERT RACKI



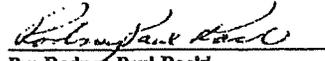
By: Lawrence Robert Racki
Its: _____

SENGA DUNLAP RACKI



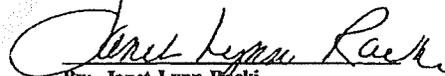
By: Senga Dunlap Racki

RODNEY PAUL RACKI



By: Rodney Paul Racki

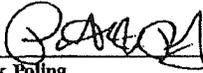
JANET LYNN RACKI



By: Janet Lynn Racki

"TENANT"

REDDING CELLULAR PARTNERSHIP



By: Patrick Poling
Its: Site Development Manager

Name: Pine Grove

ADDENDUM NO. 2 TO
SITE LEASE AGREEMENT

SITE LEASE AGREEMENT SUPPLEMENT

THIS ADDENDUM NO. 2 TO SITE LEASE AGREEMENT ("Addendum") is attached to and made a part of that certain Site Lease Agreement dated September 24, 1996 and is entered into by and between Lawrence Robert Racki and Senga Dunlap Racki, Trustees of the 1993 Lawrence R. Racki Family Revocable Living Trust Agreement, dated March 18, 1993, as to an undivided 1/2 interest; and Rodney Paul Racki and Janet Lynn Racki, Trustees of the 1991 Rodney P. Racki Revocable Family Living Trust, dated February 14, 1992 as to an undivided 1/2 interest, ("Landlord") and AT&T Wireless Services of California, Inc. (Formerly Redding Cellular Partnership), ("Tenant"). In the event of any inconsistency between this addendum and the Agreement, the terms of this Addendum shall control.

Paragraph 5a to be changed as follows:

Rent shall be increased to Four Hundred Fifty Dollars (\$450) from Four Hundred Dollars (\$400) per month (the "Rent")

NOW THEREFORE, the parties have executed this Addendum as of the dates set forth below.

"LANDLORD"

LAWRENCE ROBERT RACKI

Lawrence Robert Racki
By: Lawrence Robert Racki
Its: _____
Date: 6-8-99

SENGA DUNLAP RACKI

Senga Dunlap Racki
By: Senga Dunlap Racki
Its: 6
Date: 6-8-99

RODNEY PAUL RACKI

Rodney Paul Racki
By: Rodney Paul Racki
Its: _____
Date: 6-8-99

JANET LYNN RACKI

Janet Lynn Racki
By: Janet Lynn Racki
Its: _____
Date: 6-8-99

"TENANT"

AT&T WIRELESS SERVICES OF CALIFORNIA, INC.
(FORMERLY REDDING CELLULAR PARTNERSHIP)

Reed Wilson
By: Reed Wilson
Its: Site Development Manager
Date: 7/6/99

OMNIBUS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES (this "Assignment") is made effective as of January 31, 2020 ("Effective Date"), by and between each Affiliate of AT&T, Inc. ("AT&T") signing this Assignment as an "Assignor" on the signature pages hereto (each, an "Assignor" and collectively, the "Assignors"), on the one hand, and Octagon Towers, LLC ("Octagon" or the "Assignee"), on the other hand.

BACKGROUND RECITALS

A. This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of October 22, 2019 between AT&T and certain of its Tower Site Subsidiaries (including the other Assignors), as sellers, and Octagon and certain other Buyers, as buyers (the "Purchase Agreement").

B. Capitalized terms used herein but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

C. Assignors, as tenants, lessees, grantees or licensees, as applicable, are a party to certain Ground Leases for the Assignable Sites transferred at the Subsequent Site Closing taking place on the Effective Date (the "Transferred Ground Leases"), as set forth on Exhibit A attached hereto and incorporated herein by reference.

D. Pursuant to the Purchase Agreement, Assignors have agreed, among other things, to transfer and assign to the Assignee all of the Assignors' right, title and interest in and to the Transferred Ground Leases and the Assignee has agreed to accept an assignment thereof.

E. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Ground Leases, are incorporated herein by this reference. The Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals are true and correct and are incorporated herein by this reference.

2. Assignors hereby assign, grant, convey and transfer to the Assignee as of the Effective Date all of the Assignors' right, title and interest in and to the Transferred Ground Leases, together with any amendments, modifications, supplements, assignments, guarantees, side letters

and other documents related thereto, and the Assignee hereby accepts the aforesaid assignment and assumes and agrees to be bound by and timely perform, observe and discharge, all of the Assignors' obligations under the Transferred Ground Leases arising from and after the Effective Date and relating to periods after the Effective Date upon the terms and conditions set forth in the Transferred Ground Leases.

3. Except as expressly set forth herein, the terms of the Transferred Ground Leases shall remain in full force and effect, unaltered by this Assignment.

4. Assignors hereby confirm that all of the representations made in the Purchase Agreement regarding the Transferred Ground Leases as of the Site Closing applicable to such Transferred Ground Leases are true and correct as of the date of this Assignment. Assignors and the Assignee acknowledge and agree that nothing in this Assignment shall be deemed to contravene or supersede the terms of the Purchase Agreement.

5. Each of the parties hereto shall execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances, and take such further actions as such other party may reasonably request, to carry out the provisions hereof and give effect to the transactions contemplated by the Purchase Agreement and this Assignment with respect to the Assignable Sites set forth on Exhibit A.

6. This Assignment shall bind and inure to the benefit of Assignors, the Assignee, and their respective successors and assigns.

7. This Assignment may be executed in multiple counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

** * * Remainder of Page Blank – Signature Pages Follow * * **

**** Assignor's Signature Page for Ground Lease Assignment ****

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation, its Manager

By:  _____
Name: Thomas H. Lowe
Title: Vice President – Corporate Development

**** Assignor's Signature Page for Ground Lease Assignment ****

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

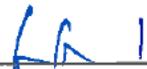
[REDACTED]

**** Assignee's Signature Page for Ground Lease Assignment ****

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

OCTAGON TOWERS, LLC



By: F. Howard Mandel
Title: Co-President

EXHIBIT A

Assignable Sites

