

1 **APPROVED AS TO LEGAL FORM:**

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4 **Thomas M. Carpenter, City Attorney**

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PRIOR AGREEMENT. THIS LEASE REPLACES AND SUPERSEDES THAT SITE LEASE AGREEMENT, DATED FEBRUARY 2, 1998, ORIGINALLY BY AND BETWEEN ROSEDALE OPTIMIST CLUB, AN ARKANSAS NON-PROFIT CORPORATION (PREDECESSOR TO LESSOR), AND TELECORP HOLDING CORP., INC., A DELAWARE CORPORATION (PREDECESSOR TO LESSEE), AS EVIDENCED BY THAT AMENDED MEMORANDUM OF LEASE, RECORDED MAY 3, 1999 AS DOCUMENT NO. 99033370, BY THE COUNTY CLERK OF PULASKI COUNTY, ARKANSAS, AS AMENDED AND ASSIGNED FROM TIME TO TIME, WITH RESPECT TO THE SAME PROPERTY DESCRIBED IN THE EXHIBITS ATTACHED HERETO. THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE PRIOR AGREEMENT ACCRUING AFTER THE COMMENCEMENT DATE AND UPON THE COMMENCEMENT OF THE INITIAL TERM AS DEFINED IN SECTION 2 BELOW. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE PRIOR AGREEMENT BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

LAND LEASE

THIS LAND LEASE, hereinafter referred to as “Lease,” is made the last day executed below by and between the **CITY OF LITTLE ROCK, an Arkansas municipal corporation**, having an address of: 500 West Markham Street, Suite 310, Little Rock, AR 72201 (“Lessor”) and **SBA PROPERTIES, LLC, a Delaware limited liability company**, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (“Lessee”).

1. Leased Space and Premises. Lessor hereby leases, to Lessee a portion of the real property located at 8610 Colonel Glenn Road, Little Rock, AR 72204 (“Premises”) as more particularly described in **Exhibit ‘A’** attached hereto, consisting of approximately twenty-five hundred (2,500) square feet, together with non-exclusive access and utility easements appurtenant thereto (“Leased Space”). The Leased Space will be utilized to install, construct, maintain, support, repair, replace and

operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively the “Structures”), including the uses as permitted and described in Section 10 of this Lease and for any other purpose with the Lessor’s prior written consent which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years commencing September 24 2018 (the “Commencement Date”) and shall automatically renew for up to five (5) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

3. Rent. Effective one month following full execution of this Lease, the rent for the initial term will be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month (the “Rent”), paid in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any

renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Commencing on each anniversary of the Commencement Date, the then current annual rental fee shall increase by three (3%) percent. Each such anniversary shall commence on the corresponding anniversary of the Commencement Date.

Upon full execution of this Lease, Lessee shall pay to Lessor a one- time donation of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (“Donation”).

Lessee is entitled to withhold payment of Rent and Donation until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

4 Easement. Lessor hereby grants to Lessee an non- exclusive easement for ingress, egress and utilities over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, fiber, telegraph, and power

lines, in connection with its use of the Leased Space (“Easement”). The term of this Easement will commence upon the Commencement Date and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the initial term or renewal term.

Lessee agrees that Lessor may, at Lessor’s expense, relocate the above described Easement to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the Easement, which approval will not be unreasonably withheld or delayed; (c) Lessee’s access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5 Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature. Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

6 Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all

modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to

perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Secured Parties. Lessee shall not grant a lien on or security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders shall have priority in any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of any lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets.

7. Governmental Approvals and

Compliance. During the initial term or renewal term, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights

hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole discretion. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Little Rock, Arkansas
500 West Markham,
Suite: 310 Little Rock,
AR 72201-1415

To Lessee: SBA Properties,
LLC 8051
Congress Avenue
Boca Raton, FL

33487-1307 RE:
AR05013-A Rosedale
Attn: Site
Administration Phone
(561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. **Lessee Improvements.** Lessee has the right, at its sole expense, to make improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are

permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

11. **Insurance.** Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. **Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

13. **Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

14. **Maintenance.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the property surrounding the Leased Space in good condition and state of repair.

15. **Hold Harmless.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God and Lessor shall not be responsible for damages (including reimbursement of legal fees and costs), to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of

Lessor or any of Lessor's agents, servants, employees, licensees or invitees, except to the extent that Lessor is covered by liability insurance for such damages. Nothing in this agreement shall be construed as a waiver of Lessor's immunity from liability and from suit for damages under Arkansas Code § 21-9-301. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than thirty (30) days prior written notice, if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose or if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. Upon termination by Lessee, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any

such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

17. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

18. Access to Leased Space/Premises. Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation

and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

19. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

20. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

21. (omitted from v.3 as received)

22. (omitted from v.3 as received)

23. Hazardous Waste.

a. The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated

biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

b. Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.

c. Lessee represents and warrants that, to the best of Lessee's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii)

neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. Additionally, the Lessee represents and warrants that neither Lessee or any of its officers, partners, successors, and assigns (i) will use the Leased Space for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Lessee nor its officers, partners, successors and assigns will cause the Leased Space nor any part thereof to be in breach of any Environmental Laws, (iii) cause or allow the any underground storage tanks to be located on or under the Leased Space, and (iv) the Leased Space is will remain at all times free of any Hazardous Materials that may trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessee will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental

Laws as a result of a Breach.

d. In addition, Lessee agrees to indemnify, defend and hold harmless Lessor, its directors, officers, partners, employees and successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

e. Lessor and Lessee represent and warrant that neither party has received notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

f. The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessor and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

24. **Mechanic's and Landlord's Liens.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non- statutory lien or security interest in Lessee's communication facilities, equipment, improvement, fixtures or other property.

25. **Headings.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

26. **Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

27. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

28. **Real Estate Broker.** Neither Lessor nor Lessee has deal with any real estate agent, broker, or finder in connection with this Lease.

29. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments as the other may reasonably require to consummate,

evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby.

30. **Right to Register or Record.** Lessee may request that Lessor execute a Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records.

31. **Interpretation.** Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

32. **Condemnation.** Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi- governmental authority or agency with the power of condemnation during the initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the

Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any

condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises

33. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Premises, Lessor shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR:
CITY OF LITTLE ROCK,
an Arkansas municipal corporation

LESSEE:
SBA PROPERTIES, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Alyssa Houlihan
Title: Vice President of Site Leasing

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

EXHIBIT A

Premises

SITUATED IN THE COUNTY OF PULASKI AND STATE OF ARKANSAS AND DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N/E 1/4, NW ¼) OF SECTION 23, TOWNSHIP 1 (ONE) NORTH, RANGE THIRTEEN (13) WEST, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT NORTHWEST CORNER OF SAID NE 1/4, NW ¼ OF SECTION 23; SAID POINT BEING S01°45'15"W 8.86 FEET FROM A IRON PIN IN THE CENTER OF JOHN BARROW ROAD, AND BEING N01°45'15"E 1333.63 FEET FROM SOUTHWEST CORNER OF SAID NE 1/4, NW 1/4 ; SAID POINT BEING A 1" PIPE; THENCE SOUTH 88°18'23" EAST ALONG THE NORTH LINE OF SAID NE 1/4 , NW 1/4 A DISTANCE OF 208.27 FEET TO A 5/8" REBAR, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88°18'23" EAST A DISTANCE OF 750.43 FEET TO 1/2" REBAR WITH CAP STAMPED PLS #1401; THENCE LEAVING SAID NORTH LINE SOUTH 02°03'52" WEST A DISTANCE OF 331.43 FEET TO A 1" REBAR; THENCE NORTH 86°29'08" WEST A DISTANCE OF 10.53 FEET TO A PINCHED PIPE; THENCE SOUTH 02°35'37" WEST A DISTANCE OF 301.68 FEET TO A ½ REBAR; THENCE NORTH 87°03'30" WEST A DISTANCE OF 204.99 FEET TO A 1/2" REBAR WITH CAP STAMPED PLS #1430; THENCE SOUTH 02°11'45" WEST A DISTANCE OF 121.80 FEET TO 1" PIPE; THENCE NORTH 87°00'37" WEST A DISTANCE OF 104.77 FEET TO A 3/4" PIPE; THENCE SOUTH 05°06'34" WEST A DISTANCE OF 267.69 FEET TO THE NORTH RIGHT- OF-WAY OF ASHER AVENUE (ARKANSAS STATE HIGHWAY 5), SAID POINT BEING A 1/2" REBAR WITH CAP STAMPED PLS #1401.; THENCE SOUTH 88°40'22" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 195.08 FEET TO A 1/2" REBAR WITH CAP STAMPED PLS #1401; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 02°17'27" EAST A DISTANCE OF 293.59 FEET TO A 1/2" REBAR; THENCE NORTH 88°59'27" WEST A DISTANCE OF 204.97 FEET TO A 1/2" REBAR WITH CAP STAMPED PLS #1401; THENCE NORTH 00°56'37" EAST A DISTANCE OF 734.12 FEET TO THE POINT OF BEGINNING; CONTAINING 13.28 ACRES OR 578,324.58 SQUARE-FEET, MORE OR LESS.

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