



February 13, 2006

Samuel Long  
9445 Lancaster Avenue  
Bethel, PA 19507

*RE: Partially Executed Documents Enclosed*

Dear Samuel:

Enclosed herewith, please find two partially executed originals for the agreed terms. Kindly sign, have witnessed and notarized as indicated, and return one fully executed original in the prepaid envelope provided. Please retain the other fully executed original for your records.

Any effort you could make to return the documents back to me by Tuesday, February 21<sup>st</sup> is greatly appreciated.

It has been a pleasure working with you and I look forward to speaking with you again in the future.

Sincerely,

Steven I. Schamberg  
American Tower Corp.  
Land Lease Supervisor  
781.926.4581 direct

## LEASE OF SITE FOR COMMUNICATIONS FACILITIES

This Agreement is made and entered into on May 1, 1997 between Samuel Long whose mailing address is, 9445 Lancaster Ave., Bethel, Pa 19507, hereinafter referred to as "Lessor", and Robert J. Fetterman dba R.F. Communications, whose mailing address is RR 2 Box 213, Catawissa, Pa. 17820, hereinafter referred to as "Lessee".

1. Parties and Purposes: Lessor hereby agrees to provide Lessee with the following: (1) property for the necessary facilities for housing telecommunications equipment, such as paging, two-way, PCS and any other communications equipment, Lessor will provide one such housing (2) property for installation of a guyed or self-supporter tower, for installation of antennas or antenna systems associated with the telecommunications equipment, and the rights required to run the necessary cables between the tower, equipment housing and the utility companies, said facilities being more specifically described in Schedule A, which is attached hereto and specifically incorporated herein. Lessee agrees to accept the use of said property for such purpose, subject to the considerations, terms, and conditions specified in this Lease. The above property, including tower, communications housing and cable rights, hereinafter shall be referred to as "the facilities".

2. Location: The property to be furnished Lessee is owned by Lessor and located at Bethel Pennsylvania at approximately North Latitude 40 30 53 and West Longitude 076 19 34.

*PASS TEAM* 3. Term: This Lease shall continue for a term of ten (10) years, commencing on the effective date above. At the end of the term, unless renewed or superseded the Lease shall continue from month to month under the terms and conditions set forth herein, and may be terminated thereafter by either party upon at least one hundred and eighty (180) days notice to the other party.

4. Early Termination: Recognizing that Lessee's use of this site is subject to approval by the Federal Communications Commission, this Lease may be terminated early under the following circumstances:

a. If Lessee has not commenced construction of the facilities at the property within one year from the date of this Lease, Lessor may, at any time, by providing written notice to Lessee, require that Lessee begin construction of the facilities. If Lessee elects not to begin construction, this Lease shall then be terminated one hundred eighty (180) days from the date of the written notice.

b. Lessee may terminate this Lease at any time prior to construction of the facilities at the property by providing Lessor with notice of its intent to terminate at least thirty



(30) days in advance of the termination date, accompanied by a termination payment equal to two month's rent.

Rent

5. Rent: Lessee shall pay a base rent of Two Hundred Twenty Five Dollars (\$225.00) per month on the first of each month, starting May 1, 1997. The base rent shall include up to five Telecommunications systems. Each additional telecommunications system, installed at the facilities, after the first five shall increase the base rent by Sixty Five Dollars (\$65.00) per month. After a five (5) year period the rent can be adjusted to reflect any changes in the consumer price index.

6. Access and Security: Lessee shall have the reasonable right of access to the facilities 24 hours a day, 7 days a week.

7. Electrical Interference: Lessee shall not cause electrical interference to Lessor or to any other lessee who is using the site at the time of Lessee's installation of its equipment. Should such interference occur, Lessee will take all reasonable steps to correct such interference and, if such interference cannot be corrected, will cease its broadcasting from the site, upon notice from Lessor to Lessee.

8. Utilities: Electric and phone service is to be provided at Lessee's expense.

9. Taxes: Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by Lessor. Lessee agrees to pay all such taxes which are assessed against the Lessor and/or the Lessee due to personal property and improvements constructed or maintained by Lessee on or about the leased premises; provided, however, Lessor shall give prior notification of any taxes for which Lessee is to be charged, so Lessee will have the opportunity to appear before the taxing authority and contest said assessment.

10. Liability and Indemnification: Lessee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, location, use, operations, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein, and shall indemnify Lessor to the extent at which Lessee is at fault, against any loss, cost, or expense which may be sustained or incurred by Lessor as a result of Lessee's installation, operation, or removal of said antenna system. Except for its negligent or willful acts, or those of its agents or employees, Lessor shall not be liable to Lessee for any loss or damages arising out of personal injuries or property damage.

11. Condition of Property: Lessor shall furnish the property to Lessee in good condition and shall maintain the property in a manner which will not interfere with Lessee's reasonable use of the facilities.



Upon expiration, cancellation, or termination of this Lease, Lessee will have the right to remove its telecommunications equipment, antenna systems, equipment housings (except those provided by Lessor) and tower structures from the facilities at Lessee's cost and expense, title to all such equipment, antenna systems, housings and tower structures remaining Lessee's.

However, upon vacating of the site, Lessee shall surrender the leased premises in substantially the same and in as good a condition as received, except for ordinary wear and tear and/or damages to the premises due to causes beyond Lessee's control.

12. Governmental Approvals: Lessor agrees to provide reasonable cooperation and assistance to Lessee in obtaining all permits or approvals required by governmental or regulatory agencies arising out of the intended use of the property by Lessee, with any expenses to be paid by Lessee.

NOTICES (13) Notices: Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail in a sealed envelope, postage prepaid, addressed to the other party at the address set forth on Page 1 of this Lease. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Postal Service. Either party may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

14. Default: Failure by Lessee to perform any obligations under this Lease shall not constitute default, unless Lessor gives written notice of such failure to Lessee and Lessee fails to correct such failure within thirty (30) days of that notice.

15. Assignment and Sub-Leasing: Lessee shall have the right at any time to assign this Lease or to sublet the facilities for the purpose of providing communications facilities to others.

16. Relocation of Equipment: Lessor will not require Lessee to relocate its equipment in any way that will cause deterioration of Lessee's radio signal. Nor will it require Lessee to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to Lessee. All costs of any relocation will be the responsibility of the Lessor.

17. Marking and Lighting Requirements: Lessee acknowledges that it, not Lessor, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC").

Lessee shall indemnify and hold harmless Lessor from any fines or other liabilities caused by Lessee's failure to comply with such

regulations.

18. Prior Negotiations: This Lease constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

19. Amendment: No revision of this Lease shall be valid unless made in writing and signed by Lessor and Lessee or their authorized agents(s).

IN WITNESS WHEREOF, the parties have executed this Lease, effective as of the date set forth below.

LESSOR: Samuel Long

BY: *S. Long*

TITLE: *Property Owner*

DATED: *4/10/97*, 1997

LESSEE: Robert J. Fetterman dba R.F. Communications

BY: *R.J. Fetter*

TITLE: *Owner*

DATED: *4/4/97*, 1997

**SCHEDULE A**

- (1) Property to install telecommunications facilities to house communications equipment.
- (2) Property to install one guyed or self-supporter tower at Lessee's option. Height to be determined by Lessee.
- (3) Rights to run all necessary cables between tower, equipment housing and utility companies.



**FIRST AMENDMENT TO  
LEASE**

**THIS FIRST AMENDMENT TO LEASE** ("First Amendment") is entered into on the 15<sup>th</sup> day of Feb, 2006, by and between **Samuel Long** (hereinafter referred to as "Lessor") and **American Towers, Inc.**, a Delaware corporation, its successors and/or assigns (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor and Robert J. Fetterman dba R.F. Communications predecessor-in-interest to Lessee, executed and entered into that certain Lease Of Site for Communications Facilities dated May 1, 1997 (the "Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements on the Site (as described in Exhibit A attached hereto and incorporated by reference herein); and

**WHEREAS**, Lessor and Lessee desire to amend certain provisions in the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor and Lessee hereby agree and contract as follows:

1. Paragraph 3 is hereby deleted in its entirety and replaced with the following: "**Lease Term**. The Lease was for an initial term of ten (10) years commencing on May 1, 1997 and expiring on April 30, 2007. Lessee shall have the irrevocable right and option to renew this term for each of seven (7) additional five (5) year renewal terms (each, a "Renewal Term"). Each Renewal Term shall be automatically exercised by Lessee unless Lessee provides Lessor with written notice of its intent not to renew the Lease."
2. Paragraph 5 is hereby deleted in its entirety and replaced with the following: "**Rent**. Commencing May 1, 2006, Lessee shall increase the rent paid to Lessor to Nine Hundred and No/Dollars (\$900.00) per month. Commencing May 1, 2007, and every May 1<sup>st</sup> thereafter the rental amount paid to Lessor shall increase by three (3%) percent. As additional consideration, Lessee shall increase the rent paid to Lessor by Two Hundred and No/Dollars (\$200.00) per month per sublessee/carrier to install hereinafter under a license agreement with Lessee at the tower site."
3. The Notice language contained in Paragraph 13 is deleted in its entirety and replaced with: "**Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, signed receipt requested, or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor: Samuel E. Long  
9445 Lancaster Avenue  
Bethel, PA 19507-9504  
Phone 717-933-5367

Lessee: American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

With a copy to: American Tower  
116 Huntington Ave.  
Boston, MA 02116  
Attn: Legal

The parties may substitute recipient's names and addresses by giving at least thirty (30) days notice. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice."

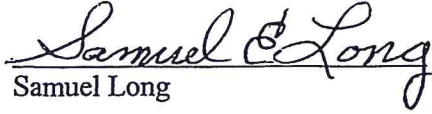
4. Lessor grants to Lessee the right to install and maintain during the Term of this Lease identifying signs or other types of signs required by any governmental authority on or along any access road to the Site, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Site and Improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.
5. Lessor represents and warrants that as of the date of this execution, there are no uncured defaults under the terms of the Lease and that the Lease is in full force and effect.
6. All other terms of the Lease except as may be amended herein, or as may be in conflict with the provisions of this First Amendment, shall be deemed incorporated into this First Amendment.
7. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Lease are hereby ratified and confirmed in their entirety. The terms used herein and not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

**[SIGNATURES NEXT PAGE]**

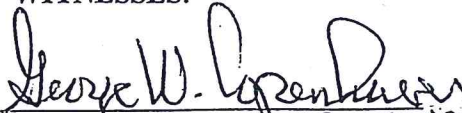
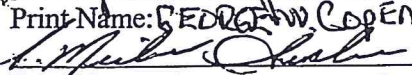


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

**LESSOR:**


  
Samuel Long


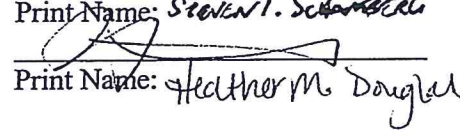
**WITNESSES:**

  
Print Name: GEORGE W. COPENHAGEN  
  
Print Name: MICHAEL SWISHER

**LESSEE:**

American Towers, Inc., a Delaware corporation

  
Jason D. Hirsch  
Director, Land Management

  
Print Name: STEVEN I. SCHAMBERGER  
  
Print Name: Heather M. Douglas

ACKNOWLEDGEMENT

LESSOR:

Pennsylvania  
STATE OF ~~MAINE~~

COUNTY OF Lebanon

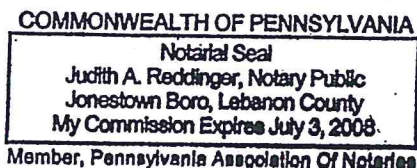
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Feb, 2006 (date) by Samuel E. Long (name of person acknowledged).

Judith A. Reddinger  
Notary Public

Print Name: Judith A. Reddinger

My Commission Expires:

July 3, 2008



LESSEE:

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX )

Then personally appeared the said, Jason D. Hirsch of American Towers, Inc. as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Director, Land Management of American Towers, Inc. and the free act and deed of said corporation, before me.



Jason D. Hirsch  
Notary Public 4/14/2011  
My Commission Expires.

**EXHIBIT A**

A handwritten signature in black ink, appearing to be 'SCL'.

First Amendment to Lease Agreement

A handwritten signature in black ink, appearing to be a stylized 'A' with a horizontal line extending to the right.

Bethel 1, ME Site #75082



EXHIBIT A

DESCRIPTION OF LAND LEASES

**Site #1 (Danville)**. License for Right of Way, dated September 1, 1971, between the Pennsylvania Game Commission of the Commonwealth of Pennsylvania (the "Commission"), as licensor, and Penn-Selin Construction, Inc. ("Penn-Selin"), as licensee, as assigned by Penn-Selin to Robert J. Fetterman d/b/a R.F. Communications by document, dated October 10, 1984, as amended by Amendment of License, dated April 29, 1985, between the Commission and R.F. Communications, and as amended by the Amendment of License, dated April 7, 1998, between the Commission and R.F. Communications, and as amended by Amendment of License, dated December 30, 1998, between the Commission and R.F. Communications.

**Site #3 (Trevorton)**. Antenna Site Lease, dated July 1, 1986, between Steinhart Coal Company, Inc. ("Steinhart"), as lessor, and R.F. Communications, as lessee, as amended by Memorandum of Amendment to Antenna Lease Agreement, dated March 19, 1998, between Steinhart and Robert J. Fetterman t/d/b/a R.F. Communications.

**Site #4 (Port Royal)**. License for Right of Way, dated March 20, 1989, between the Commission, as licensor, and WJUN, Inc., as licensee, as amended by the Agreement to Assignment of License for Right of Way, dated December 4, 1996, between the Commission and R.F. Communications.

**Site #5 (Park Place)**. Lease Agreement, dated December 1, 1995, between The Municipal Authority of the Township of Blythe, as lessor, and Robert J. Fetterman, t/a R.F. Communications, as lessee.

**Site #6 (St. Claire)**. Lease Agreement, dated January 14, 1998, between the City of Philadelphia, Trustee under the Will of Steven Girard, as lessor, and R.F. Communications, as lessee.

**Site #7 (Bethel)**. Lease of Site for Communications Facilities, dated May 1, 1997, between Samuel Long, as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee.

**Site #8 (State College)**. License for Right-of-Way (State Forests), dated June 1, 1994, between the Commonwealth of Pennsylvania acting through the Department of Environmental Resources, as licensor, and Robert J. Fetterman d/b/a R.F. Communications, as licensee.

**Site #9 (Orangeville)**. Lease, dated March 25, 1996, but effective January 1, 1994, by and between Press-Enterprise, Inc., as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee, as amended and extended by Assignment and Assumption of Lease, dated November 18, 1998, by and among Robert J. Fetterman d/b/a R.F. Communications, OmniAmerica, Inc. and Press-Enterprise, Inc.

*SCL*

*A*

**Site #10 (Lock Haven).** Lease Agreement, dated December 1, 1997, by and between John B. Kruk d/b/a J.B. Kruk Electronics, as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee, as amended by Addendum to Lease Agreement, dated March 26, 1998 and May 4, 1998, between John B. Kruk d/b/a J.B. Kruk Electronics and Robert J. Fetterman d/b/a R.F. Communications.

**Site #11 (Catawissa).** License for Right-of-Way, dated July 26, 1979, between the Commission, as licensor, and Tele-Rad Systems, Inc., as licensee, as assigned to Bill's Electronics by Tele-Rad Systems, Inc. by Agreement, dated May 14, 1985, as assigned to R.F. Communications by Bill's Electronics by Agreement to Assignment of License for Right-of-Way, dated June 28, 1998, as amended by Amendment of License, dated December 2, 1992, between the Commission and R.F. Communications.

S&L

A

**Prepared by and Return To:**  
**American Tower Corporation**  
**10 Presidential Way**  
**Woburn, M A 01801**  
**Attn: Land Management**  
**ATC Site #75082**  
**ATC Site Name: Bethel 1, ME**

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE ("Memorandum") is entered into on the 15<sup>th</sup> day of Feb, 2006, by and between **Samuel Long** (hereinafter referred to as "Lessor") and **American Towers, Inc.**, a Delaware corporation, its successors and/or assigns (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor and Robert J. Fetterman dba R.F. Communications predecessor-in-interest to Lessee, executed and entered into that certain Lease Of Site for Communications Facilities dated May 1, 1997 (the "Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements on the Site (as described in Exhibit A attached hereto and incorporated by reference herein); and

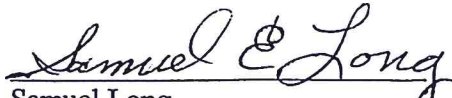
**WHEREAS**, Lessor and Lessee desire to give public notice of certain provisions in the Lease.

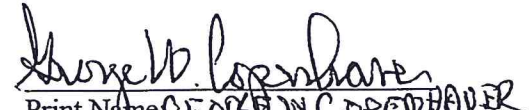
**NOW, THEREFORE**, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

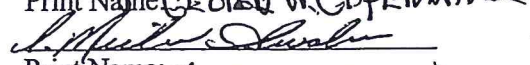
1. The terms and conditions of said Lease are incorporated into this Memorandum by reference.
2. **Premises:** Subject to the terms of the Lease, Lessor has leased to Lessee a portion of the real property described in Exhibit A attached hereto and incorporated herein by reference.
3. **Term:** The Lease was for an initial term of ten (10) years commencing on May 1, 1997 and expiring on April 30, 2007. Lessee shall have the irrevocable right and option to renew this term for each of seven (7) additional five (5) year renewal terms (each, a "Renewal Term"). Each Renewal Term shall be automatically exercised by Lessee unless Lessee provides Lessor with written notice of its intent not to renew the Lease.
4. This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum shall not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.



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

  
\_\_\_\_\_  
Samuel Long


  
\_\_\_\_\_  
Print Name: GEORGE W. COPENHAVER

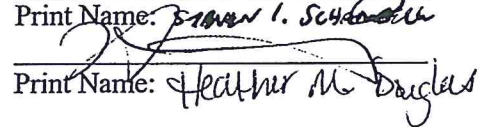
  
\_\_\_\_\_  
Print Name: H. MICHAEL SWISHER

**LESSEE:**

American Towers, Inc., a Delaware corporation

  
\_\_\_\_\_  
Jason D. Hirsch  
Director, Land Management

  
\_\_\_\_\_  
Print Name: SIMON I. SCHINDLER

  
\_\_\_\_\_  
Print Name: Heather M. Douglas

**ACKNOWLEDGEMENT**

**LESSOR:**

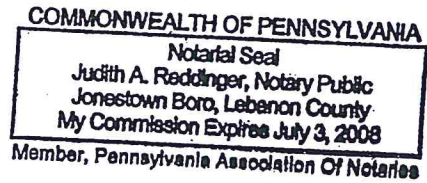
Pennsylvania  
STATE OF ~~MAINE~~  
COUNTY OF Lebanon

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Feb, 2006 (date) by Samuel E. Long (name of person acknowledged).

Judith A Reddinger  
Notary Public

Print Name: Judith A Reddinger

My Commission Expires:  
July 3, 2008



**LESSEE:**

COMMONWEALTH OF MASSACHUSETTS)  
) ss:  
COUNTY OF MIDDLESEX )

Then personally appeared the said, Jason D. Hirsch of American Towers, Inc. as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Director, Land Management of American Towers, Inc. and the free act and deed of said corporation, before me.

[Signature]  
Notary Public 4/14/2011  
My Commission Expires:



**EXHIBIT A**

LEL

A



EXHIBIT A

DESCRIPTION OF LAND LEASES

Site #1 (Danville). License for Right of Way, dated September 1, 1971, between the Pennsylvania Game Commission of the Commonwealth of Pennsylvania (the "Commission"), as licensor, and Penn-Selin Construction, Inc. ("Penn-Selin"), as licensee, as assigned by Penn-Selin to Robert J. Fetterman d/b/a R.F. Communications by document, dated October 10, 1984, as amended by Amendment of License, dated April 29, 1985, between the Commission and R.F. Communications, and as amended by the Amendment of License, dated April 7, 1998, between the Commission and R.F. Communications, and as amended by Amendment of License, dated December 30, 1998, between the Commission and R.F. Communications.

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Site #6 (St. Claire). Lease Agreement, dated January 14, 1998, between the City of Philadelphia, Trustee under the Will of Steven Girard, as lessor, and R.F. Communications, as lessee.

Site #7 (Bethel). Lease of Site for Communications Facilities, dated May 1, 1997, between Samuel Long, as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee.

Site #8 (State College). License for Right-of-Way (State Forests), dated June 1, 1994, between the Commonwealth of Pennsylvania acting through the Department of Environmental Resources, as licensor, and Robert J. Fetterman d/b/a R.F. Communications, as licensee.

Site #9 (Orangeville). Lease, dated March 25, 1996, but effective January 1, 1994, by and between Press-Enterprise, Inc., as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee, as amended and extended by Assignment and Assumption of Lease, dated November 18, 1998, by and among Robert J. Fetterman d/b/a R.F. Communications, OmniAmerica, Inc. and Press-Enterprise, Inc.

*SCL*

*A*

**Site #10 (Lock Haven).** Lease Agreement, dated December 1, 1997, by and between John B. Kruk d/b/a J.B. Kruk Electronics, as lessor, and Robert J. Fetterman d/b/a R.F. Communications, as lessee, as amended by Addendum to Lease Agreement, dated March 26, 1998 and May 4, 1998, between John B. Kruk d/b/a J.B. Kruk Electronics and Robert J. Fetterman d/b/a R.F. Communications.

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*SCZ*

*A*