

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------------|
| Silver Offices, L.L.C., a Nebraska Limited Liability Company, |) | Case No. _____ |
| |) | |
| Plaintiff, |) | Complaint |
| |) | |
| v. |) | |
| |) | |
| Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware Limited Liability Company; American Tower Delaware Corporation, a Delaware Corporation, |) | |
| |) | |
| |) | |
| Defendants. |) | |

Plaintiff Silver Offices, L.L.C. (“Silver Offices”) states and alleges as follows:

STATEMENT OF PARTIES AND VENUE

1. Plaintiff, Silver Offices, is a Nebraska Limited Liability Company with its principal place of business located in Lincoln, Nebraska. Silver Offices is the record owner of property located at 401 South 114th Street, Omaha, Douglas County, Nebraska 68154 (the “Property”).

2. Defendant, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (“Verizon”), is a Delaware limited liability company.

3. Defendant, American Tower Delaware Corporation, is a Delaware Corporation with its principal office in Boston, Massachusetts.

4. Venue is proper in this Court under Neb. Rev. Stat. § 25-403.01 (3) because Douglas County, Nebraska, is the county where the transaction or some part of the transaction occurred out of which the cause of action arose.

GENERAL ALLEGATIONS

5. On or about August 16, 1994, Samuel J. Saad, Jr. (“Original Lessor”) and Omaha Cellular Telephone Company (“Original Lessee”) entered into a Building Option and Lease Agreement (“BOLA”). A true and accurate copy of the BOLA is attached as **Exhibit 1**.

6. Under the BOLA’s terms, the purpose of the BOLA was to only allow the Original Lessee to “obtain an option to lease a portion of the Property.” (BOLA at page 1 (emphasis added).) The BOLA specifically limits the Original Lessee’s use of the Premises, and Exhibit A of the BOLA limits the leased premises to specifically designated areas of the Property.

7. On or about August 10, 2008, Silver Offices, LLC (“Amended Lessor” or “Silver Offices”) and Verizon (“Amended Lessee”) entered into the First Amendment to Building Option and Lease Agreement (“BOLA – 1st A”). A true and accurate copy of the BOLA – 1st A is attached as **Exhibit 2**.

8. Silver Offices was the successor entity to the Original Lessor, while Verizon was the successor entity to the Original Lessee. The BOLA – 1st A pertained to the (i) term of the lease agreement, (ii) the rental amount that would be paid, (iii) the method of renewing the lease agreement, and (iv) the addresses to which notices were to be sent as a result of the parties’ relationship. No changes were made to the premises to which the Original Lessee or Amended Lessee were given access, and the BOLA – 1st A made clear that “all other terms and conditions” of the BOLA remained in full force and effect.

9. On or about August 10, 2008, Silver Offices and American Tower Delaware Corporation (“Tenant” or “American Tower”) entered into the Annex Parcel Lease Agreement

(Compound Expansion) (“Annex Agreement”). A true and accurate copy of the Annex Agreement is attached as **Exhibit 3**.

10. American Tower is Verizon’s subtenant and the party responsible for managing Verizon’s interests in the Property.

11. The BOLA previously granted certain rights to the Original Lessee to “a *portion* of” the Property. The Annex Agreement leases only an additional 300 square feet of ground adjacent to the original “portion” leased under the BOLA. The Annex Agreement clearly states that any other easements pertaining to the Property requested by the Tenant must be approved by Silver Offices.

12. American Tower has represented to Plaintiff that underground cabling has been installed on the Property to serve Verizon’s tower facility. That cabling is located outside of the permissible areas which can be used by Verizon/American Tower as defined by the terms of the BOLA, BOLA – 1st A, and the Annex Agreement.

13. Silver Offices was never consulted regarding the placement of this underground cabling, did not have an opportunity to accept or reject its location, and did not accept the placement of said cabling. The actions of Verizon and American Tower have interfered with Silver Offices’ beneficial ownership of its Property, including its relationships and dealings with other tenants at that location.

FIRST CAUSE OF ACTION-DECLARATORY JUDGMENT

14. The allegations of the foregoing paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

15. There is a valid contract between Silver Offices and Verizon under the BOLA, as amended by the BOLA – 1st A. By virtue of Verizon subleasing the BOLA, as amended by the

BOLA – 1st A to American Tower, American Tower also assumed liability to comply with Verizon’s obligations to Silver Offices.

16. Silver Offices contends that Verizon and/or American Tower breached the Annex Agreement in at least the following respects: by failing to notify Silver Offices of their intent to install equipment and underground cabling in areas that are outside of the permissible locations as defined by the terms of the BOLA, the BOLA – 1st A and the Annex Agreement; by installing equipment and underground cabling in areas that are outside of the permissible areas as defined by the terms of the BOLA, the BOLA – 1st A, and the Annex Agreement without the consent and agreement of Silver Offices in violation of the BOLA, the BOLA – 1st A and the Annex Agreement; by interpreting the terms of the BOLA, the BOLA – 1st A and the Annex Agreement to grant an easement to Verizon and American Tower without restriction as to the entire Property; and by taking actions which have interfered with Silver Offices’ beneficial ownership of its Property and its relationships and dealings with other tenants at that location.

17. As a consequence of the foregoing, Silver Offices has suffered and will continue to suffer injury. American Tower has informed Plaintiff that Defendants will continue to construe their contract with Silver Offices to provide Defendants with essentially a “blanket easement” to the entirety of the Property for the purposes of installing, maintaining, and otherwise addressing issues with cabling and related equipment on the Property. Plaintiff has been forced to defend its property rights from Verizon and American Tower’s actual and threatened infringement of Plaintiff’s property rights, including the installation of cabling and equipment by Defendants on Plaintiff’s Property without permission.

18. Silver Offices contends that neither American Tower nor Verizon have an easement or other authority under the contract to carry out the actions which they have taken and

may take on the Property in the future. Upon information and belief, American Tower and Verizon contend that they do have such authority. Therefore, there is a presently existing controversy between Silver Offices and Verizon and American Tower with regard to any grant of authority or easement which may exist under the terms of the BOLA, the BOLA – 1st A and the Annex Agreement.

SECOND CAUSE OF ACTION-DECLARATORY JUDGMENT

19. The allegations of the foregoing paragraphs above are incorporated by reference herein with the same force and effect as if set forth in full below.

20. There is a valid contract between Silver Offices and American Tower under the Annex Agreement.

21. Silver Offices contends that American Tower breached the Annex Agreement in at least the following respects: by failing to notify Silver Offices of its intent to install equipment and underground cabling in areas that are outside of the permissible locations as defined by the terms of the BOLA, the BOLA – 1st A and the Annex Agreement; by installing equipment and underground cabling in areas that are outside of the permissible areas as defined by the terms of the BOLA, the BOLA – 1st A, and the Annex Agreement without the consent and agreement of Silver Offices in violation of the BOLA, the BOLA – 1st A and the Annex Agreement; by interpreting the terms of the BOLA, the BOLA – 1st A and the Annex Agreement to grant an easement to Verizon and American Tower without restriction as to the Property; and by taking actions which have interfered with Silver Offices' beneficial ownership of its Property and its relationships and dealings with other tenants at that location.

22. As a consequence of the foregoing, Silver Offices has suffered and will continue to suffer injury. American Tower has informed Plaintiff that Defendants will continue to

construe their contract with Silver Offices to provide Defendants with essentially a “blanket easement” to the entirety of the Property for the purposes of installing, maintaining, and otherwise addressing issues with cabling and related equipment on the Property. Plaintiff has been forced to defend its property rights from American Tower’s actual and threatened infringement of Plaintiff’s property rights, including the installation of cabling and equipment by Defendants on Plaintiff’s Property without permission.

23. Silver Offices contends that neither American Tower nor Verizon have an easement or other authority under the contract to carry out the actions which they have taken and may take on the Property in the future. Upon information and belief, American Tower and Verizon contend that they do have such authority. Therefore, there is a presently existing controversy between Silver Offices and Verizon and American Tower with regard to any grant of authority or easement which may exist under the terms of the BOLA, the BOLA – 1st A and the Annex Agreement.

PRAYER FOR RELIEF APPLICABLE TO ALL CAUSES OF ACTION

WHEREFORE, Plaintiff respectfully prays for the following relief from this Court against Verizon and American Tower and each of them:

- A. Declare the rights and responsibilities of the parties under the respective lease contracts, including the easements, access, authority and limitations subject to which Verizon and/or American Tower must operate in locating equipment and cabling on the Property;
- B. Declare that the lease contracts grant limited access to the Property by Verizon and/or American Tower.

- C. Declare the installations or locations of equipment, cabling or the like by Verizon and/or American Tower which were done in violation of the lease contracts and declare those installations or locations to be illegal, improper and not allowed to remain on the Property;
- D. Order that all installation or location of equipment, cabling or the like by Verizon and/or American Tower in violation of the lease agreements must be removed in a reasonable time and manner by Verizon and/or American Tower and at their expense, and the Property restored to the conditions that existed prior to the Defendants' breaches of the leasing contracts;
- E. Enter a permanent injunction against the Defendants from violating any of the provisions of the lease contracts with Silver Offices;
- F. Award Silver Offices its costs incurred herein; and
- G. For such other and further equitable relief as the Court deems just and proper.

DATE: March 19, 2013.

Silver Offices, L.L.C., a Nebraska Limited Liability Company

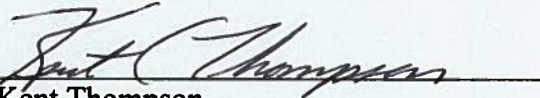
By: s/ Terry C. Dougherty
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Plaintiffs' Attorneys

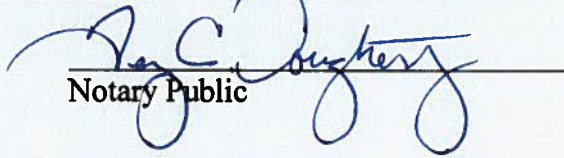
STATE OF NEBRASKA)

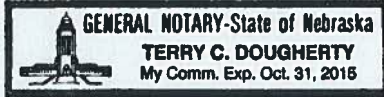
COUNTY OF LANCASTER) ss.

Kent Thompson, being first duly sworn upon oath, deposes and says that he is authorized to act on behalf of Silver Offices, L.L.C., a Nebraska Limited Liability Company in the above-entitled cause of action, that he has read the foregoing, he knows the contents thereof, and they are true and correct as he believes.


Kent Thompson
President of Thompson Realty Group, Inc.
as Managing Member for Silver Offices, L.L.C.

Subscribed and sworn to before me this 18 day of March, 2013.


Notary Public



OMACONSUMER

ORIGINAL

BUILDING OPTION AND LEASE AGREEMENT

This Building Option and Lease Agreement ("Agreement") is made and entered into as of the August 16, 1994, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of Douglas, State of Nebraska, described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. Lessee desires to obtain an option to lease a portion of the Property consisting of interior building space and ground space outside of the building for an antenna structure (the "Premises"), as well as rights of way for ingress and egress and utilities thereto. The Premises are described in Exhibit A attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a survey which may be obtained at a later date.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.

In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) Building: the building located at 401 South 114th Street, in which a portion of the Premises is located.
- (b) Lessor: Samuel J. Saad, Jr.
- (c) Lessor's Address: 401 South 114th Street
Omaha, Nebraska 68154
Telephone: (402) 334-3000

BOLA-002
4/1/94

Exhibit
1

- (d) Lessor's Rent Payee: Samuel J. Saad, Jr.
Address: 401 South 114th Street
Omaha, Nebraska 68154
Telephone: (402) 334-3000
- (e) Lessee: Omaha Cellular Telephone Company
- (f) Lessee's Address:
U S WEST NewVector Group, Inc.
3350 - 161st Avenue Southeast
Bellevue, Washington 98008-1329
P. O. Box 91211
Bellevue, WA 98009-9211
Attention: Real Estate and Construction - Mail Stop 581
Telephone: (206) 747-4900
- (g) Option Period: Three (3) months, beginning on the Effective Date.
- (h) Option Payment: One Thousand and no/100 dollars (\$1,000.00)
- (i) Commencement Date: the commencement date of the Lease, set forth in the Lessee's Notice of Exercise of the Option.
- (j) Expiration Date: The date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to section 3.03.
- (k) Rent: Five Thousand Six Hundred and 04/100 Dollars (\$5,600.04) subject to annual adjustments.
- (l) Renewal Terms: two (2) consecutive periods of five (5) years each, beginning on the Expiration Date (without extension).

ARTICLE 2.

2.01 Option Grant. In consideration of the Option Payment to be paid by Lessee to Lessor after execution of this Agreement by both parties, Lessor hereby grants to Lessee the right and option (the "Option") to lease the Premises on the following terms and conditions. The date on which this Agreement has been executed by both Lessor and Lessee shall thereafter be considered the "Effective Date" of this Agreement.

2.02 Exercise of Option. The Option may be exercised by Lessee at any time during the Option Period by notice from Lessee to Lessor. Lessee's notice shall state the Commencement Date. Upon exercise of the Option the Premises shall be subject to the Lease for the use described herein.

Lessee may extend the Option Period an additional three months, by giving notice to Lessor at any time during the Option Period, and by paying an additional payment equal to the Option Payment. The time during which the Option may be exercised may be further extended by agreement of the parties.

2.03 Termination of Option. If Lessee fails to exercise this Option within the Option Period, including any extension thereof, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

2.04 Right of Entry. Lessor shall permit Lessee, during the Option Period, including any extensions thereof, reasonable access to the Property and the Premises, at Lessee's cost, to conduct surveys, subsurface boring tests, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises, at Lessee's cost, as Lessee may deem necessary. Lessee shall promptly repair and restore the Premises to its condition prior to Lessee's entry and testing, and Lessee shall not permit any dangerous condition to exist. Lessee shall indemnify the Lessor from any loss, liability, cost or expense caused by Lessee, its agents or employees during any entry or testing.

2.05 Legal Description. Lessor grants Lessee the right, but not the obligation, at any time during the term of this Agreement, to obtain a survey of the Premises at Lessee's expense. The legal description that may be derived from the survey will become Exhibit B which will be attached hereto and made a part hereof, and shall control in the event of any inconsistency between it and Exhibit A.

ARTICLE 3.

3.01 Lease Term. The term of this Lease shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty-foot wide right-of-way and easement extending from the nearest public right-of-ways (114th Street) to the Premises. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Lessee's use of the Premises.

3.02 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee. The rent in years 2 through 5 of the initial term shall be as follows:

| | |
|---------|-------------|
| Year 2: | \$ 5,768.04 |
| Year 3: | 5,941.08 |
| Year 4: | 6,119.31 |
| Year 5: | 6,302.89 |

3.03 Right to Extend. Lessee shall have the right to extend the term of this Lease for the Renewal Terms.

Notice of the exercise of the right to extend the term shall be given by Lessee to Lessor at least six (6) months before the end of each such period.

3.04 Renewal Rental. The annual rental for the Renewal Terms shall continue to be paid

In monthly installments and shall be as follows:

| | | | |
|----------------------------|-------------|-----------------------------|-------------|
| <u>First Renewal Term:</u> | | <u>Second Renewal Term:</u> | |
| Year 6 | \$ 6,491.98 | Year 11 | \$ 7,525.98 |
| Year 7 | 6,686.74 | Year 12 | 7,751.77 |
| Year 8 | 6,887.34 | Year 13 | 7,984.32 |
| Year 9 | 7,093.96 | Year 14 | 8,223.85 |
| Year 10 | 7,306.78 | Year 15 | 8,470.56 |

3.05 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto (the "Facility"). The Facility may consist of an antenna structure with a maximum antenna height of 60 feet and interior building space, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. This may include, without limitation, radio transmission and computer equipment, batteries and generator equipment. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition.

Lessee shall pave the Premises' entire parking pad with concrete, properly constructed and sloped to carry water away from the building. Lessee shall also make any modifications that are necessary to maintain the current utility of the underground sprinkler system. The color and materials used for the security fence shall be subject to Lessor's approval, such approval not to be unreasonably withheld. Lessee shall not place its air conditioning unit on the roof and shall not make any holes in the roof.

Lessee agrees to promptly pay all sums of money with respect to any labor, services, material, supplies, or equipment furnished or alleged to have been furnished to Lessee in, at or about the Premises, or furnished to Lessee's agents, employees, contractors or subcontractors, which may be secured by any mechanic's, materialmen, suppliers, or other type of lien against the Premises or Lessor's interest therein. In the event any such or similar lien shall be filed, Lessee shall, within 10 days after receiving notice of the filing of the lien, discharge such lien by payment of the amount due to the lien claimant. However, Lessee may in good faith contest such lien provided that within such 10-day period Lessee provides Lessor with a surety bond protecting against said lien in an amount at least one and one-half times the amount claimed as a lien.

In addition, in the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service. Such facilities and equipment shall be located so as to not materially interfere with the use of the Property by Lessor or Lessor's other tenants.

Lessee hereby consents to the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) so long as (a) Lessor provides not less than 60 days' prior notice to Lessee of the erection of such facility together with facility specifications for Lessee's approval, (b) the antenna structure shall be erected a distance of not less than 20 feet, vertically and horizontally, from Lessee's antenna structure, (c) the erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communications service rendered by Lessee to or from the

Verizon

Property, and (d) no changes shall be made to the antenna structure of such other provider without Lessee's prior written consent, which consent shall not be unreasonably withheld. If Lessee deems, in its sole discretion, that the provisions of this section have been violated by Lessor or such other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within 24 hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this section.

3.06 Termination. This Agreement may be terminated, without any penalty or further liability, on 60 days' written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within 60 days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs after the first 5-year term of this Agreement.

No later than 60 days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear and casualty loss excepted. If time for removal causes Lessee to remain on the premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or the existing monthly pro rata basis if based on a longer payment term, until such time as the removal of the personal property and fixtures is completed.

At Lessor's option, which shall be exercised by written notice to the Lessee no later than sixty (60) days prior to the termination of this Lease, Lessee will leave the foundation and security fence which shall become the property of Lessor.

If Lessee exercises its right to terminate this Lease, Lessee shall pay to Lessor an amount equal to three (3) months rent applicable to the year in which Lessee's Notice is given (the "Termination Notice").

ARTICLE 4.

4.01 Lessee's Insurance. Lessee agrees to maintain (a) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 combined single occurrence limit, and (b) insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Lessee's personal property located in the Premises in an amount not less than their full replacement value.

All of Lessee's communications equipment and facilities placed or installed in, on or to the Premises, including but not limited to Lessee's antenna structure and appurtenances thereto, shall remain Lessee's personal property, whether or not affixed to the real estate so as to be considered fixtures or improvements to the real estate; and Lessee

shall maintain insurance against loss to such personal property pursuant to clause (b) of the first sentence of this Section 4.01.

4.02 Lessor's Insurance. At all times during the term of this Agreement, Lessor will carry and maintain fire and extended coverage insurance covering the Building, its equipment and common area furnishings in amounts not less than their full replacement cost. Lessor shall also carry commercial general liability insurance in amounts reasonably determined by Lessor.

4.03 Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Building or the Premises or the contents of either.

4.04 Damage. If the Premises or a portion of the Building necessary for Lessee's occupancy is damaged during the term of this Lease by any casualty which is insured under standard fire and extended coverage insurance policies, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. The Rent or Renewal Rent, as applicable, will be abated proportionately during any period in which there is substantial interference with the operation of Lessee's business. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 30 days to repair, then either Lessor or Lessee may terminate this Lease.

4.05 Indemnification. During both the option period and the term of the Lease, the Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage caused by the negligence or willful misconduct of the Lessee, its servants or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Lessor, its servants, agents, or any other party for whom Lessor may be responsible.

ARTICLE 5.

5.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"), except to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises. If any modifications are required to be made to the Property after the date hereof as a result of any Laws, Lessee shall have no liability for any costs therefor, whether as a pass-through of operating expenses or otherwise.

5.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will

promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

5.03 Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

The obligations of this section shall survive the expiration or other termination of this Agreement.

ARTICLE 6.

6.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee shall arrange to have its utilities separately metered.

Lessee will pay any increase in real estate taxes caused by the improvements constructed thereon by Lessee. In the event that the real estate tax assessment on Lessor's property reflects Lessee's improvements, Lessor agrees to provide to Lessee in a timely manner a copy of the assessment. Lessee may contest, at its expense, any assessment imposed on the Premises or Lessee's activities.

6.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; (c) there is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way; and (d) Lessee's improvements are not subject to any restrictive covenants on the Property. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance which is a matter of public record Lessor will promptly obtain from such encumbering entity a non-disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement Lessor decides to subdivide, sell, or change the status of the Premises or the Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which Lessor receives actual Notice. Lessor covenants that if all or any part of Lessor's interest in the Premises is transferred during the term of this Agreement, such transfer shall be under and subject to this Agreement and Lessee's rights hereunder, and any transfer by the Lessor of the portion of Lessor's property underlying any and all rights-of-way and easements for ingress, egress and utilities herein granted shall be under and subject to Lessee's rights in and to such rights-of-way and easements.

As used throughout this Agreement, the term Lessor shall mean and refer to the record owner of the Property. In the event of a transfer of all or any portion of the Property or any undivided interest therein, the transferor thereafter shall be entirely relieved of all obligations to be performed by the Lessor under this Agreement to the extent of the interest in or portion of the Property transferred; however, the transferor shall not be relieved of any liability to the Lessee arising or occurring prior to the transfer.

Lessee agrees to look solely to the equity of Lessor in the Property for the collection of any judgment requiring the payment of money by Lessor in the event of any default on the part of Lessor in the performance of any of Lessor's obligations under this Agreement; and Lessee understands and agrees that no other assets of Lessor shall be subject to levy, execution, or other process for the satisfaction of any such judgment.

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

6.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

6.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises are located.

6.06 Notices. All notices and other communications including changes in the Lessor's Rent Payee, required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in section 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

6.07 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is authorized to do so

by requisite action of the party to this Agreement.

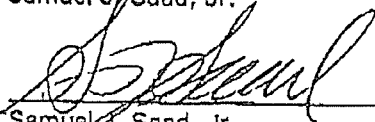
6.08 Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

6.9 Recording. Lessor shall execute and Lessee shall be permitted to record, at any time, a memorandum of this Agreement. Lessee shall also be permitted to record a notice of exercise of the Option, which shall evidence the commencement of the Lease concurrent with the exercise of the Option as provided herein. If the Option is not exercised or if the Lease portion of this Agreement is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title to the Property.

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

LESSOR:

Samuel J. Saad, Jr.



Samuel J. Saad, Jr.

Tax ID No.: 354-40-0898

LESSEE:

Omaha Cellular Telephone Company

By: U S WEST NewVector Group, Inc.,
its Managing General Partner

By: 

Director Field Operations
Its: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of August, 1994, by Samuel J. Saad Jr.

GIVEN under my hand and official seal this 16th day of August, 1994.

Kim Ritchhart
Notary Public in and for the State of Nebraska
residing at Omaha
My appointment expires: May 21, 1998



PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 25 day of August, 1994 by Babakunine, as Director Field Operations of U/S WEST New Vector Group, Inc. the General partner, of Omaha Cellular Telephone Company Partnership, on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Bela Ackman-Howes
Notary Public in and for the State of Washington
residing at Belleue, WA
My appointment expires: 3-25-98

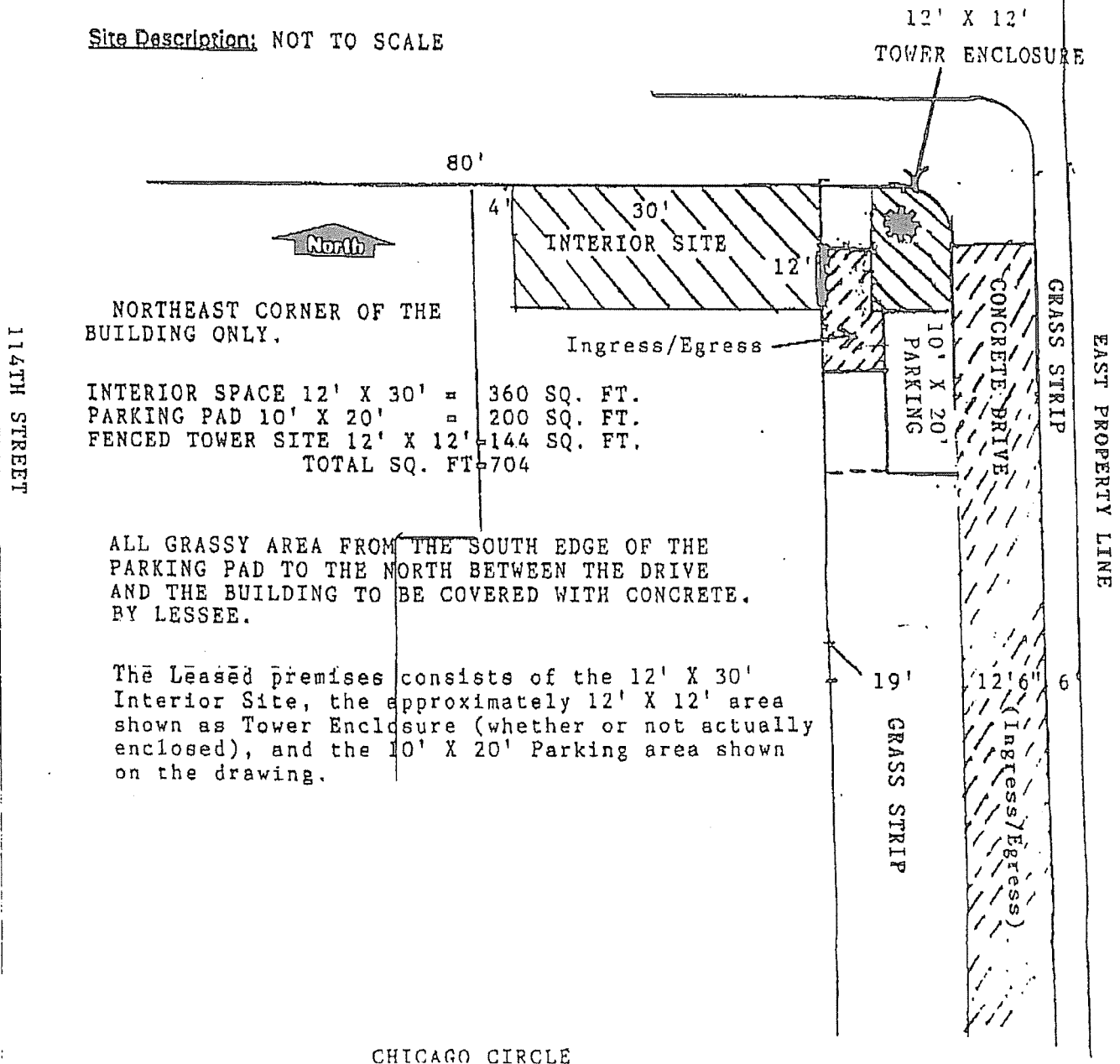
OMACONSUMER

EXHIBIT A

Legal Description:

Lot 1, 114th Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Site Description: NOT TO SCALE



FIRST AMENDMENT TO BUILDING OPTION AND LEASE AGREEMENT

This First Amendment to Building Option and Lease Agreement (“Amendment”) is made as of August 10, 2008 between Silver Offices, LLC, with its principal office located at 5617 Thompson Creek Blvd., Suite 7, Lincoln, NE 68516 hereinafter designated “Lessor”, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (telephone number 866-862-4404), hereinafter designated “Lessee”.

WHEREAS, Samuel J. Saad, Jr. and Omaha Cellular Telephone Company entered into a Building Option and Lease Agreement dated August 16, 1994, (Lessee Contract #11436), (the “Agreement”) with respect to premises located in County of Douglas, State of Nebraska, and

WHEREAS, Lessor is the successor to Samuel J. Saad, Jr. under the Agreement and Lessee is the successor to Omaha Cellular Telephone Company under the Agreement, and

WHEREAS, Lessor and Lessee wish to amend the Agreement as hereafter provided,

NOW, THEREFORE, in consideration of the promises hereafter made and other good and valuable consideration, it is agreed as follows:

1. All capitalized terms which are not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

2. The Agreement shall remain in effect for the period from September 15, 2009 to September 14, 2014 (“Initial Amendment Term”) at an initial annual rental of Fourteen Thousand Four Hundred Dollars (\$14,400.00). Commencing September 15, 2010 and on each anniversary of that date during the remainder of the Initial Amendment Term, annual rental shall be increased to one hundred three percent (103%) of the annual rental payable for the immediately preceding year. Rent shall be paid in equal monthly installments on the first day of the month, in advance, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with the Agreement. Upon agreement of the parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

3. This Agreement shall automatically be extended for two (2) additional five (5) year terms (each an “Extension Term”) after the Initial Amendment Term unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the two (2) Extension Terms, the Agreement has not been terminated by either Lessor or Lessee by giving to the other party written notice of an intention to terminate it

at least six (6) months prior to the end of the third Extension Term, the Agreement shall continue in force upon the same covenants, terms and conditions for further terms of one (1) year, until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such term. Annual rental for each year of any additional term shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year.

4. All notices in accordance with Section 6.06 of the Agreement to Lessor and Lessee shall be to:

Lessor:
Silver Offices, LLC
c/o Thompson Realty Group, Inc.
5617 Thompson Creek Blvd., Suite 7
Lincoln, NE 68516


Lessee:
Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

5. In the event of any inconsistencies between this Amendment and Agreement, the provisions of this Amendment shall prevail. Except as modified herein, all other terms and conditions of the Agreement are restated and shall be in full force and effect for the term(s) set forth herein.

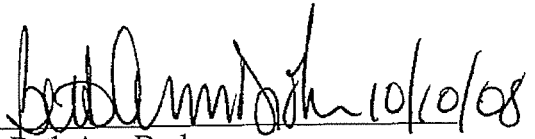
IN WITNESS, the parties hereto executed this Amendment, as of the day and year first written above.

Lessor:
Silver Offices, LLC

By: Thompson Realty Group, Inc., Manager

By: 
Name: Kent C. Thompson
Title: President

Lessee:
Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

By:  10/10/08
Name: Beth Ann Drohan
Title: Midwest Area Vice President -Network

**ANNEX PARCEL
LEASE AGREEMENT
(Compound Expansion)**

THIS ANNEX PARCEL LEASE AGREEMENT (this "Agreement") is made and entered into this 10th day of AUGUST, 2008 (the "Effective Date") between **Silver Offices, L.L.C.**, a Nebraska limited liability company (the "Landlord"), and **American Tower Delaware Corporation**, a Delaware Corporation, with a principal place of business at 116 Huntington Avenue, Boston, MA 02116 ("the Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Parent Parcel"); and

WHEREAS, Samuel J. Saad, Jr., predecessor in interest to Landlord, and Omaha Cellular Telephone Company (the "Primary Parcel Lessee") entered into a certain lease agreement (as amended, the "Primary Parcel Lease") dated August 16, 1994 as amended by the First Amendment to Building Option and Lease Agreement dated _____, 2008, whereby the Primary Parcel Lessee leased ground space on a portion of the Parent Parcel (the "Primary Parcel"), together with certain easements for access and public utilities, from Landlord; and

WHEREAS, Tenant and the Primary Parcel Lessee have entered into that certain Agreement to Sublease (the "Sublease"), dated January 19, 2000, as amended from time to time, whereby Tenant, subject to an individual site lease, has subleased the Primary Parcel from the Primary Parcel Lessee; and

WHEREAS, Landlord has consented to the Sublease by and between the Primary Parcel Lessee and the Tenant and Landlord acknowledges that the Tenant may further sublease any of its interest in the Primary Parcel Lease to others;

WHEREAS, Tenant desires to sublease, to other wireless communications providers, space on the tower structure erected by the Primary Parcel Lessee on the Primary Parcel; and

WHEREAS, Tenant desires to lease directly from Landlord certain ground space adjacent to the Primary Parcel as described herein, together with utility, access, and other easements, for use by Tenant and its sublessees, to erect, construct, install, maintain and/or operate telecommunications equipment in conjunction with Tenant's and its sublessees' use of the Primary Parcel.

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, Landlord and Tenant hereby agree and contract as follows:

LEASE

1. **Acknowledgement of Primary Parcel Lease Sublease and Incorporation of Terms.** Landlord hereby acknowledges and consents to the subleasing of the Primary Parcel by the Primary Parcel Lessee to Tenant. The Primary Parcel is described on Exhibit B, attached hereto and made a part hereof. Landlord warrants and represents to Tenant that the Primary Parcel Lease is in full force and effect, has not been modified except as otherwise described herein, and that to the best of Landlord's knowledge neither the Landlord nor the Primary Parcel Lessee are in default thereunder. Landlord and Tenant hereby agree that the terms of the Primary Parcel Lease, to the extent they are not inconsistent with any provision contained in this Lease, shall be adopted and incorporated herein, by reference or otherwise, as material terms of this Lease. Any reference to the parties in the Primary Parcel Lease shall hereafter apply, as is logically appropriate, to the Landlord and Tenant of this Lease. All terms of the Primary Parcel Lease that contradict the terms of this Lease shall not be binding upon the parties for the purposes

Consumer, NE/82196 NE

Exhibit

3

of this Lease. Therefore, in any instance whatsoever, where the provisions of this Lease contradict the terms of the Primary Parcel Lease, the terms of this Lease shall control.

2. **Description and Lease of Annex Parcel.** Landlord hereby grants to Tenant an irrevocable option to lease a 300 SF portion of the Parent Parcel contiguous to the Primary Parcel in such location as is acceptable to Landlord in its sole discretion as depicted by an Annex Parcel sketch. Upon completion of the Annex Parcel sketch, the sketch shall be inserted and become part of Exhibit C, attached hereto and incorporated herein. Landlord also hereby grants to Tenant and its sublessees, for the term of this Lease, irrevocable, exclusive and unconditional rights-of-way and appurtenant easements over, upon, under and across the Parent Parcel, or any of Landlord's other contiguous property, for ingress, egress, regress and the installation and maintenance of utilities in such location as approved by Landlord in its sole discretion, if requested by Tenant (collectively, "Easements") as depicted by the Annex Parcel Sketch contained in Exhibit C (the Annex Parcel and Easement hereinafter collectively known as the "Annex Parcel"). Landlord and Tenant hereby agree that after completion of a survey of the Annex Parcel, including the easements (and an as-built survey, if desired by Tenant), the survey shall be inserted into and become part of Exhibit D, attached hereto and incorporated herein, and shall constitute the legal description of the Annex Parcel. Landlord agrees to fully cooperate with and assist Tenant in any way, at Tenant's sole cost and expense, in granting and/or obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties, if necessary, for Tenant to have adequate ingress, egress, regress and utility service to the Annex Parcel. Landlord agrees to cooperate with Tenant as necessary, at Tenant's sole cost and expense, to obtain appropriate zoning, permitting and government approvals. This shall include, but is not limited to, additional uses of Landlord's property acceptable to Landlord in its sole discretion to meet any jurisdictional fall zone and other tower related stipulations.

3. **Initial Term.** This Lease shall be for an initial term of five (5) years commencing on September 15, 2009 (the "Term").

4. **Rental.** The "Rent Commencement Date" shall be the date that is thirty (30) days following the date on which Tenant commences construction or installation of above-ground improvements, but excluding temporary power installations or personalty upon the Annex Parcel. Tenant agrees to notify Landlord in writing of the actual Rent Commencement Date and such notice shall serve as an agreement between Landlord and Tenant of such date. Commencing on the Rent Commencement Date, Tenant shall pay monthly rent for the Annex Parcel in amount equal to \$300.00 per month for each sublease, license or other collocation agreement of the Annex Parcel entered into between Tenant and a Broadband Carrier ("Broadband Carrier(s)"), and (b) an amount equal to \$100.00 per month for each sublease, license or other collocation agreement of the Annex Parcel entered into between Tenant and a Non-Broadband Carrier ("Non-Broadband Carrier(s)"). Throughout the Initial Term and any Extended Term, as defined herein below, Tenant shall make all rental payments to the Landlord or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

5. **Extension of Term.** Tenant is hereby granted the option to extend the term of this Lease concurrent with any extension of the Primary Parcel Lease term for each of two (2) additional five (5) year terms. Each option for an Extended Term shall be deemed automatically exercised without notice by Tenant to Landlord unless Tenant gives Landlord written notice of its intention not to exercise any such option, not less than six (6) months prior to the beginning of the Extended Term, in which case, this Lease shall expire at the end of the then current Term. All references herein to the Term shall mean the Initial Term and any Extended Terms granted as provided in this Lease.

6. **INTENTIONALLY DELETED.**

7. **Automatic Termination of Agreement.** During the Term hereof, this Lease shall automatically terminate immediately upon the termination of the Primary Parcel Lease, for any reason (including without limitation the Primary Parcel Lessee's or Tenant's failure to cure any default pursuant to the terms of the Primary Parcel Lease as the Primary Parcel Lessee's managing agent within the cure periods set forth therein) unless Tenant notifies Landlord that Tenant desires this Lease to remain in full force and effect.

Tenant shall have ten (10) days from receipt of any notice of termination concerning the Primary Parcel Lease to notify Landlord that this Lease shall not terminate. Notwithstanding any of the foregoing provisions, Tenant shall have the unconditional right, in its sole discretion, to exercise Tenant's rights hereunder including without limitation pursuant to Paragraph 11(b) of this Agreement, to lease the Primary Parcel upon the termination of the Primary Parcel Lease.

8. Use.

(a) Tenant and Tenant's sublessees may use the Annex Parcel solely for the installation, construction, maintenance and operation of multi-user wireless communications facilities, and all uses incidental thereto. The facilities may consist of such buildings, accessories and equipment as used by providers of wireless communications services, including without limitation, generators, antenna structures and towers, security fencing, telephone, electric and radio cables and other transmission lines, all of which as Tenant, in its sole discretion, deems necessary (collectively, the "Communications Facility"). All improvements to the Annex Parcel necessary for its use shall be made at Tenant's sole expense. Landlord hereby grants such appurtenant easements to Tenant and Tenant's sublessees in, over and across such portions of the Parent Parcel as are reasonably required for the erection, construction, installation, maintenance, operation and removal of the Communications Facility. Tenant and its sublessees shall have the right to use such portions of the Parent Parcel as are approved by Landlord in its reasonable discretion for the temporary storage of construction materials and equipment during construction of the Communications Facility. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs that may interfere with or fall upon Tenant's, or tenant's subtenant's equipment and improvements. Tenant and its tenants may make any improvements, replacements, alterations, relocations and/or additions to the Communications Facilities that are consistent with wireless communications operations, without the consent or prior approval of the Landlord.

(b) Tenant and its tenants, their respective employees, agents, contractors, and invitees shall have access to the Annex Parcel and rights of way and easements over, upon and across the Parent Parcel seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including without limitation, the right to transport trucks, construction machinery and equipment thereon.

(c) In the event of casualty or destruction of the Communications Facility, in whole or in part, in Tenant's sole discretion, Tenant and Tenant's tenants may erect additional or substitute telecommunications facilities and install additional or substitute equipment on a temporary basis on the Primary Parcel in such location as approved by Landlord in its sole discretion and/or on the Annex Parcel to assure continuation of telecommunication services.

(d) Landlord hereby expressly consents to, and authorizes, the use by Tenant and Tenant's tenants of the Annex Parcel in any and all manner consistent with the terms of this Lease. All rights granted to Tenant and Tenant's tenants under this Lease pertaining to the use of the Annex Parcel, including all subleasing provisions, are also expressly granted to Tenant (and consented to by Landlord) as sublessee under the Primary Parcel Lease. Landlord hereby agrees that any use of the Primary Parcel by Tenant or its tenants consistent with the terms of this Lease shall not render either Tenant or the Primary Parcel Lessee to be in default under the terms of the Primary Parcel Lease or to be in breach thereof. Landlord further agrees that the provisions contained in this Paragraph 8(d) shall survive the expiration of this Lease and thereafter Landlord shall not have the right or option to, and shall not deem the Primary Parcel Lessee or Tenant as subtenant and management agent of the Primary Parcel Lessee under the Primary Parcel Lease to be in default or breach of the Primary Parcel Lease based upon any default or breach of this Lease by Tenant or its tenants.

9. Governmental Approvals. Landlord agrees to cooperate with Tenant and its tenants, to the extent reasonably necessary, in making application for and obtaining, at Tenant's expense, any local, state or federal licenses, permits, certificates and other approvals (the "Approvals") which may be required to allow Tenant or its tenants use of the Annex Parcel, or the Easements, for the uses authorized herein. In the event Tenant or any of its tenants is unable to obtain, maintain or renew any of the required Approvals, Tenant shall have the right to terminate this Lease within its sole discretion upon notice to Landlord, and no further Tenant liabilities or Tenant obligations under this Agreement shall remain in

force or effect, including, but not limited to, the obligation to pay Rent. No such elective termination shall be deemed to be an elective termination of the Primary Parcel Lease. Landlord agrees to cooperate with Tenant as necessary, at Tenant's sole cost and expense, to obtain appropriate zoning, permitting and government approvals. This shall include, but is not limited to, additional uses of Landlord's property acceptable to Landlord in its sole discretion to meet any jurisdictional fall zone and other tower related stipulations.

10. WAIVER OF LIABILITY. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER LANDLORD NOR TENANT SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSS OR DAMAGE ARISING FROM ANY CLAIM TO THE EXTENT SUCH LOSS OR DAMAGE: (I) IS ATTRIBUTABLE TO ANY ACTS OR OMISSIONS OF OTHER LICENSEES OR TOWER USERS OCCUPYING THE COMMUNICATIONS FACILITY, OR (II) IS DUE TO VANDALISM, OR (III) ARISES FROM STRUCTURAL OR POWER FAILURES, OR (IV) ARISES FROM THE DESTRUCTION OR DAMAGE TO THE COMMUNICATIONS FACILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

11. Transfer or Sale of Parent Parcel; Termination of Primary Parcel Lease. Landlord further acknowledges and agrees that an allocation of twenty-five percent (25%) of the Rent paid hereunder shall be deemed consideration for the following unconditional and irrevocable rights granted to Tenant in this Paragraph 11.

(a) Landlord shall provide Tenant written notice at least thirty (30) days prior to Landlord's sale or other transfer of all or a portion of the Parent Parcel. Landlord shall provide Tenant with name and contact information of the third party purchasing or receiving interest in the Parent Parcel.

(b) In the event the Primary Parcel Lease shall terminate for any reason, or if the Primary Parcel Lessee shall provide notice to Landlord of its intent to terminate the Primary Parcel Lease, Landlord shall notify Tenant of such termination or notice of termination from the Primary Parcel Lessee within five (5) days thereafter receiving notice of any involuntary and offer to attornment to Tenant as the Primary Parcel Lessee under the Primary Parcel Lease, supplemented or superseded by the terms contained in this Lease. Tenant shall have ten (10) days from receipt of said notice from Landlord to accept said offer in writing. Each of Landlord and Tenant agree to attorn to the other as if Tenant is a holdover tenant under the Primary Parcel Lease pending Tenant's election to assume the Primary Parcel Lease as tenant thereunder, provided that Tenant pays rent and all other amounts due under the Primary Parcel Lease. During such time period, Landlord agrees not to exercise any termination right against Tenant that Landlord may possess.

12. Assignment and Subleasing. Tenant's sublessees shall be entitled to use the Easements granted in the Agreement and the provisions of the Agreement shall benefit Lessee's sublessees. Landlord may not assign or transfer Landlord's interest in the Agreement, in whole or in part, to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing or leasing telecommunications infrastructure or related real property interests, including but not limited to, wireless or broadcast communication sites. Tenant may assign Tenant's interest in the Agreement to any of its subsidiaries, affiliates or successor legal entities, or to any entity acquiring substantially all of the assets of the Lessee, without consent from Landlord, provided that the assignee has sufficient financial capacity to perform the obligations of this Agreement and provided further that Tenant provides Landlord with written notice of such assignment. Tenant may otherwise assign Tenant's interest in this Agreement with Landlord's prior written consent. Tenant may sublet or license any part of the Annex Parcel at any time without consent from Landlord upon written notice to Landlord.

13. Environmental Laws. Landlord hereby makes the following representations and warranties to Tenant, for the benefit of Tenant:

(a) To the best of Landlord's knowledge, (i) current and past uses of the Parent Parcel are and have been conducted in compliance with all Environmental Laws, as defined below, and (ii) the Annex Parcel and all of Landlord's contiguous property to the Annex Parcel are free from Hazardous Substances, as defined below. Landlord has not, nor allowed any person claiming by or through Landlord to violate any Environmental Laws in connection with the Parent Parcel or any part thereof. Landlord further agrees to indemnify, hold harmless and defend Tenant and its tenants from and against all liability, claims, charges, costs or fines arising out of a past or future violation of any Environmental Laws or Landlord's breach of any of the foregoing representations; excepting, however, any violation of Environmental Laws by Tenant or its sublessees for which Tenant agrees to indemnify, hold harmless and defend Landlord from and against all liability, claims, charges, costs or fines arising out of a violation of any Environmental Laws by Tenant or its sublessees.

(b) Each of Landlord and Tenant covenant not to use their respective properties or to conduct operations thereon in violation of Environmental Laws. If during the Term it is determined that the Annex Parcel or the Easements, or any property owned or controlled by Landlord that is adjoining or adjacent to the Annex Parcel or the Easements is or has been used, maintained or operated in violation of Environmental Laws by any party other than Tenant or its sublessee, Tenant shall have the right to terminate this Lease without further liability to Landlord upon thirty (30) days written notice to Landlord.

(c) As used herein, the following terms shall have the following meanings:

(i) "Environmental Laws" shall mean all federal, state, local and foreign laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation, ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

(ii) "Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PBS, petroleum products (including crude oil, natural gas, natural gas liquids, liquified natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," "regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

14. Notices. All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Tenant:

American Tower Corporation
C/O Land Management
10 Presidential Way
Woburn, MA 01801

Landlord:

Silver Offices, L.L.C.
c/o Thompson Realty Group, Inc.
5617 Thompson Creek Blvd., Suite 7
Lincoln, NE 68516

Any notice or other communication mailed as herein provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date received, if sent by overnight express delivery or if

sent by U.S. mail. The parties may substitute recipient's names and addresses by giving at least ten (10) days notice as provided hereunder. 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.

15. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land.

16. **Miscellaneous.** Except as set forth in this Agreement, whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Annex Parcel, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. **Confidentiality.** Landlord agrees that all terms of this Agreement, and any information furnished to Landlord by Tenant in connection with this Agreement, shall be and remain confidential. Except for Landlord's attorney or broker, if any, Landlord shall not disclose any such terms or information without the prior written consent of Tenant unless required by law. The provisions of this paragraph shall not apply to any recording of a Memorandum of Lease requested by Tenant pursuant to Paragraph 16 above.

18. **Default; Opportunity to Cure.** If Tenant shall fail to pay any rental or other amounts payable under this Agreement when due, or if Tenant should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Tenant on account thereof, Landlord shall first provide Tenant with written notice of the failure and provide Tenant with a ten (10) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a thirty (30) day period, Tenant shall be afforded a reasonable period of time to cure the failure provided that Tenant promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. Upon the occurrence of an uncured default by Tenant hereunder, Landlord may at any time thereafter exercise any rights or remedies Landlord may have at law or in equity, including, but not limited to, to declare this Lease at and end and terminated and sue for any damages sustained by Landlord.

19. **Estoppel Request.** Each party agrees to furnish to the other, within 30 days after receipt of request, such estoppel information as the other may reasonably request.

20. **Maintenance.** Tenant hereby agrees to maintain the Annex Parcel in good and neat condition and repair at its sole cost and expense. In particular, Tenant agrees to mow the grass and to remove weeds, leaves, and brush from the Annex Parcel at reasonable intervals.

21. **Taxes.** Tenant shall pay all property taxes separately levied or assessed against Tenant's improvements. Landowner shall pay all property taxes levied or assessed on the Parent Parcel on or before the date such taxes are due. Tenant may, but is not obligated to, elect to pay any delinquent taxes levied against the Parent Parcel, in which case Landlord shall reimburse Tenant for such taxes upon demand and Tenant reserves all rights to collect such reimbursement by any lawful means. Tenant will reimburse Landlord for the full amount of any real property taxes levied against the Parent Parcel, which are attributable to Tenant's improvements on the Parent Parcel. Landlord shall request such reimbursements by submitting proof to Tenant that Landlord has paid such taxes, and documentation reasonably establishing the portion for which Landlord is seeking reimbursement. Tenant shall reimburse Landlord within 30 days after receipt of the reimbursement request.

22. **Insurance.** Tenant shall at all times during the term(s) hereof and at Tenant's sole cost and expense maintain in effect Workmen's Compensation Insurance and Personal Injury and Property Damage Liability Insurance, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Annex Parcel, in an amount not less than Two Million Dollars (\$2,000,000.00) of combined single limit Personal Injury and Property Damage coverage.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

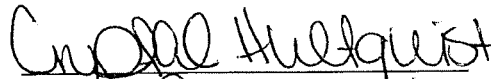
Landlord:

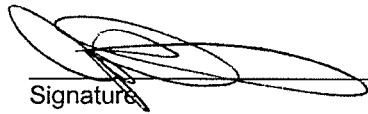
Witnesses:

Silver Offices, L.L.C.
a Nebraska limited liability company

By: Thompson Realty Group, Inc., Manager

By: 
Print name: Kent C. Thompson, President

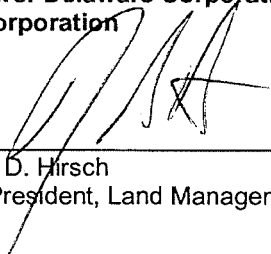

Signature
Print Name: Crystal Hultquist

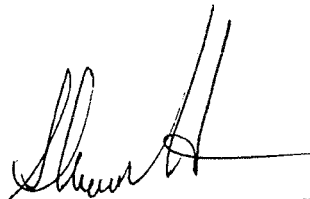

Signature

Print Name: Jeffrey R Erickson

Tenant:

American Tower Delaware Corporation,
a Delaware corporation

By: 
Name: Jason D. Hirsch
Title: Vice President, Land Management


Signature
Print Name: SHAWN Henry

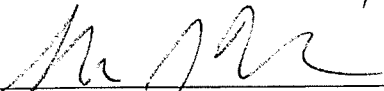
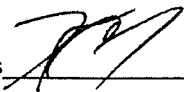

Signature
Print Name: Stephen J Keller

EXHIBIT A

PARENT PARCEL LEGAL DESCRIPTION

Lot 1, 114th Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Landlord's initials _____



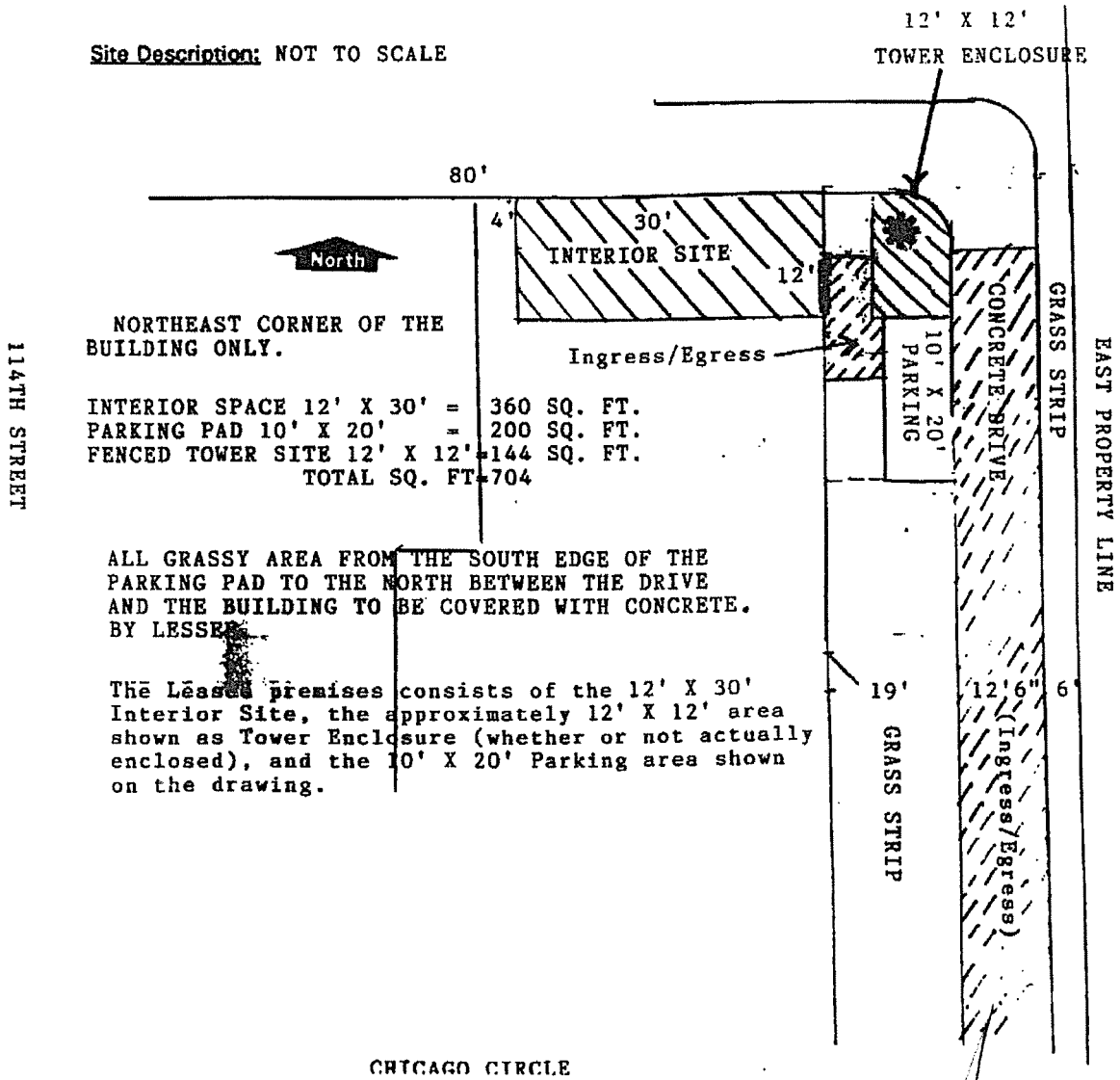
Tenant's initials _____



EXHIBIT B

PRIMARY PARCEL LEGAL DESCRIPTION

Site Description: NOT TO SCALE



NORTHEAST CORNER OF THE BUILDING ONLY.

INTERIOR SPACE 12' X 30' = 360 SQ. FT.
PARKING PAD 10' X 20' = 200 SQ. FT.
FENCED TOWER SITE 12' X 12' = 144 SQ. FT.
TOTAL SQ. FT. 704

ALL GRASSY AREA FROM THE SOUTH EDGE OF THE PARKING PAD TO THE NORTH BETWEEN THE DRIVE AND THE BUILDING TO BE COVERED WITH CONCRETE. BY LESSEE

The Lessee premises consists of the 12' X 30' Interior Site, the approximately 12' X 12' area shown as Tower Enclosure (whether or not actually enclosed), and the 10' X 20' Parking area shown on the drawing.

Landlord's initials

Tenant's initials

EXHIBIT C

ANNEX PARCEL SKETCH AND APPROXIMATED LAND SIZE OF ANNEX PARCEL

Said Property to contain approximated 0.006887 acres or _____ x _____ feet.

Landlord's initials



Tenant's initials



EXHIBIT D

LEGAL DESCRIPTION AND SURVEY (AND/OR AS BUILT SURVEY) OF THE ANNEX
PARCEL (INCLUDING EASEMENTS)

Landlord's initials

A handwritten signature in black ink, appearing to be 'JL', written over a horizontal line.

Tenant's initials

A handwritten signature in black ink, appearing to be 'A', written over a horizontal line.