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**LEASE AGREEMENT**

7/21/2023

This Lease Agreement ("Lease") is made effective as of the 1st day of Dec, by and between MR. and Mrs. Sam Sanna, ("Lessor"), and Highland Paging, Inc., a Virginia corporation, ("Lessee"). The parties agree as follows:

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**WITNESSETH**

7/20/2023

In consideration of the sum of Ten Dollars Cash In Hand paid by the Lessee to Lessor, receipt of which is hereby acknowledged, and the further consideration of the payment of the rentals by Lessee to Lessor and the compliance by the parties hereto with the several covenants and agreements herein contained, Lessor does hereby demise, lease and let unto Lessee, and Lessee does hereby take, for the term and upon the conditions and agreements as are hereinafter set forth, the surface only of approximately one quarter (1/4) acre existing section of land now leased by highland Paging Inc. / Paging Inc. in the area known as ;Water tank hill or MT Tabor knob, together with a right of way and easement on, over, across the lands of Lessor to the nearest convenient public road for ingress and egress and for the installation and maintenance of utility lines and guy wires. This lease is made and accepted upon and under the following terms and conditions and supersedes any and all prior lease agreements made by Paging inc. The lessee also agrees to remove the abandoned wooden poles and to maintain the site in a neat and orderly fashion.

1. **Term:** The term of this lease shall, unless sooner terminated as hereinafter provided, begin Dec 1, 1997, and shall expire at midnight on the 1st day of Dec, 2002, provided, however, that if the Lessee do not be then in default hereunder, it shall have the option to extend and renew the term of this lease for an additional ~~four (4)~~ terms of (5) years each. This lease shall be automatically renewed for each successive renewal term unless lessee shall notify lessor of lessee's intention not to renew this lease at least sixty (60) days prior to the expiration of the then current term. Said renewal shall be upon the same terms and conditions, except for the right of additional renewal, as are herein contained. Any possession by Lessee after the date of expiration of this lease shall, unless there be further agreement between the parties, be a tenancy at will and terminable by Lessor at any time.

2. **Use of Premises:** The leased premises shall be used and occupied by Lessee solely for general communication, transmission, and receiving purposes, including specifically the building of a tower if necessary, and any other things which could usually be conveniently carried on by communications business. Lessor will cooperate with the Lessee at the Lessee's expense in obtaining all licenses and permits required for Lessee's use of the premises and that the Lessor agrees to allow the Lessee to perform surveys, soil testing and other engineering procedures on the adjoining property of the Lessor necessary to determine that the premises will be acceptable to the Lessee's engineering specifications, system design and government permits.

3. **Utilities:** Lessee shall pay all charges for utility services for its operations during the term of this lease.

4. **Taxes:** Lessee shall pay all taxes and assessments levied or to be levied against its own property and improvements upon the leased premises, and shall also pay any increase of Lessor's ad valorem taxes occasioned by this lease or the Lessee's operations thereunder.

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Beverly Sanna

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what reasons for not renewing limitations?

such as? damage to property?

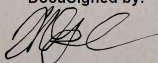
limits on tower size

**5. Indemnification:** Lessee hereby covenants and agrees to and with Lessor that he will indemnify, defend and save Lessor its successors and assigns harmless of and from any and all claims, demands, suits, actions and liabilities whatsoever to the person or property of himself or another arising out of or in any manner occasioned by the use and occupancy of the demised premises by the Lessee, and Lessee shall carry general public liability and property damage insurance with limits of not less than One Million (\$1,000,000) Dollars for personal injury or death and \$100,000/\$300,000 for property damage, and said insurance shall contain a specific insuring agreement insuring the contractual assumption of liability by Lessee to Lessor herein and written on an occurrence basis, Mr. Sam Sanna, its successors and assigns will be named as additional insureds in the policy.

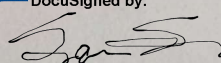
**6. Lease Payments:** Lessee shall pay to Lessor lease payments of three thousand six hundred (\$3,600.00), Dollars per year beginning Dec, 1, 1997, through Dec, 1, 2002, and Lessee shall pay Lessor monthly lease payments of three hundred (\$300.00), Dollars adjusted by the cost of living measured by the Consumer Price Index for Services as published by the United States Department of Labor, Bureau of Statistics for the Twelve-month period ending June 30, preceding each yearly anniversary date of the Lease payable to Lessor at its offices in Charleston, West Virginia, without demand. Such payments shall be made to the Lessor at RT. 4 Box 292 Beckley WV. or as notified in writing by Lessor to Lessee. If this Lease is terminated due to Lessee being unable to obtain or maintain any license, permit or other necessary approval, as provided in Section 8(b) hereof no further rent shall be due from Lessee.

**7. Termination:** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days' written notice as follows: (a) by either party upon a default of any covenant or term hereby by the other which is not cured within sixty (60) days of receipt of written 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 approval necessary to the construction and/or operation of the Antenna Facilities or Lessee's business; due to circumstances beyond Lessee's control. Upon termination of this lease for any cause, the Lessee shall re-deliver the premises to Lessor in a neat and orderly condition, and Lessee shall remove from the premises all and every installation made by it, on Lessor's demand so to do. The Lessee shall use due care and caution to do as little damage as possible to the premises in connection with its use under the terms of this lease.

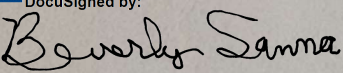
**8. Assignment:** Except as provided for herein in Section 1 of this Lease, the Lessee its successors and assigns may not, without the written consent of Lessor, which consent will not be unreasonably withheld, voluntarily, involuntarily or by operation of law, in any manner, sell, transfer, assign, sublet or otherwise transfer this lease or any part thereof or the leasehold estate hereby created. Provided, however, it is understood that the Lessee may assign, transfer and/or convey subject to the terms of this Lease, the use of the subject property and tower site to other carriers in the business of transmitting and receiving radio communication signals. As provided in Paragraph 6 hereof. Any sublease that is entered into by Lessee shall be subject to the provisions of this Lease

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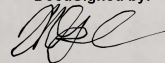
**9. Default:** If the lessee shall default in the performance of any of the covenants and agreements herein contained, including but not limited to the payment of utilities, taxes or rents, failure to provide insurance, failure to relocate its facilities as required herein, make an assignment unless as specifically provided for herein or if Lessee shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors or take the benefit of any insolvency act in any proceeding, then the Lessor, at its option, may upon not less than thirty (30) days written notice to Lessee, terminate this lease and thereupon take possession of the property hereby demised, leased and let as of its first and former estate and free of and discharged of any claim of Lessee thereto and Lessor shall have and retain all of the rights afforded to landlords under the laws of the State of West Virginia.

**10. Notices:** All notices provided for herein may be served by United States certified mail, or any of the methods provided by law, to Lessor at its offices at Charleston, West Virginia, and to Lessee at Attn. Dale Warrick/Mark Kelley, 550 North Eisenhower Drive, Beckley, West Virginia 25801.

**11. Sale of Premises:** Any sale by Lessor of the premises herein demised, will be sold subject to this Lease and Lessee will retain all the rights it may have under the terms and conditions of this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused their respective names to be signed and their corporate seals hereto affixed by the proper officers thereunto duly authorized the day and year above first written.

LESSOR 1:  
MR. Sam Sanna,

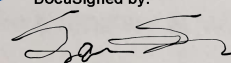
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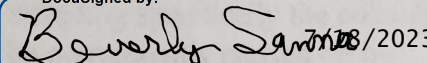
By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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LESSEE 1:  
Highland Paging, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

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ROL: 17 PAGE: 341

THIS DEED OF EASEMENT, Made this 15th day of October, 1991 by and between SAMUEL SANNA, single, GRANTOR, and ALLTEL MOBILE COMMUNICATIONS OF WEST VIRGINIA, INC., a corporation, GRANTEE;

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W I T N E S S E T H :

That, for and in consideration of the one time payment of One Thousand Five Hundred Dollars (\$1,500.00); and the mutual promises and covenants herein contained, and in the further consideration of other things and matters of value not herein set forth, the said Grantor does hereby sale, grant and convey unto the Grantee herein, a 15' permanent easement for the purposes of ingress and egress from West Virginia Secondary Route 20 to property in which the Grantee is leasing from Beaver Coal Company, Ltd. and also being a part of Lot 8, Section 5 of the Highland Addition situated in the vicinity of MacArthur, Town District, Raleigh County, West Virginia, and being more particularly described as follows:

Beginning at a point situated on line of Beaver Coal Company, Limited, and Lot 8, said point being situated N 28° 06' E 115.81 feet from a steel pin in concrete, found, said pin being a corner of Lot 1 of the Hollywood Truck Farms and said company; thence running through Lot 8 N 57° 21' 10" W 191.42 feet to a point on the eastern right of way line of West Virginia Secondary Route 20; thence with said right of way line N 21° 01' W 4.20 feet to a point; N 23° 37' 24" W 22.52 feet to a point; thence leaving said right of way line and running through Lot 8 S 57° 21' 10" E 212.34 feet to a point situated on said company's line; thence with said company S 28° 06' W 15.04 feet to the point of beginning, as shown on a map attached hereto and made a part hereof.

And being part of Lot 8 conveyed to Samuel Sanna from Lyndie May Sanna by deed dated the 12th day of July, 1984 and recorded in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 687, at Page 542, and also being a part of Lot 8 conveyed to Sam Sanna from George C. James by deed dated the 8th day of November, 1939 and recorded in the aforesaid Clerk's Office in Deed Book 754, at Page 216.

In consideration of the conveyance of the aforesaid 15' permanent easement, the Grantee hereby agrees that it shall

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maintain a gravel roadway along the aforesaid 15' easement and erect a gate and fence approximately 20' in width across the Fitzpatrick side of said easement.

This deed is made expressly subject to all reservations, exceptions, limitations, restrictions and conditions contained in all former conveyances of said property or any part thereof, except those pertaining to race, color or creed.

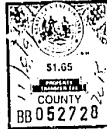
The Grantor states the following:

(1) Property assessed in the name of Samuel Sanna on the 1991 land books of the Town District, Raleigh County, West Virginia, Tax Map 3002, Parcels 44 & 44.1.

(2) Mailing address of the new owners is 2 Fenwick Court, Duck Hill, West Virginia.

(3) The total consideration paid for the transfer of this property is \$ 1500.00.

WITNESS the following signature and seal:



Samuel Sanna  
SAMUEL SANNA, Grantor

ALLTEL, MOBILE COMMUNICATIONS OF  
WEST VIRGINIA, INC., a corporation

By: William An

Its: Colleen

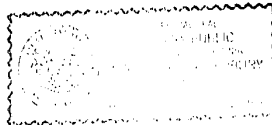
STATE OF WEST VIRGINIA,

COUNTY OF RALEIGH, TO-WIT:

I, Cynthia A. Canterbury, a Notary Public in and for said County, do hereby certify that SAMUEL SANNA, single, GRANTOR, whose name is signed to the foregoing writing, bearing date the 15th day of October, 1991 has this day acknowledged the same before me in my said County.

Given under my hand this 8th day of November 1991.

My commission expires: July 13, 1998.



Cynthia A. Canterbury  
NOTARY PUBLIC

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STATE OF Arkansas

COUNTY OF Pulaski, TO-WIT:

I, Francis John Under, a Notary Public

Given under my hand this 11 day of June, 1991.

My commission expires: 5/1/2001



ALAN H. LARRICK  
RAGLAND AND LARRICK  
Attorneys at Law  
PO Box 233  
Beckley, WV 25802-0233.

**- DocuSigned by:**

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The foregoing Instrument of Writing, together with the certificate of acknowledgment thereof, was this day presented in said office and admitted to record.

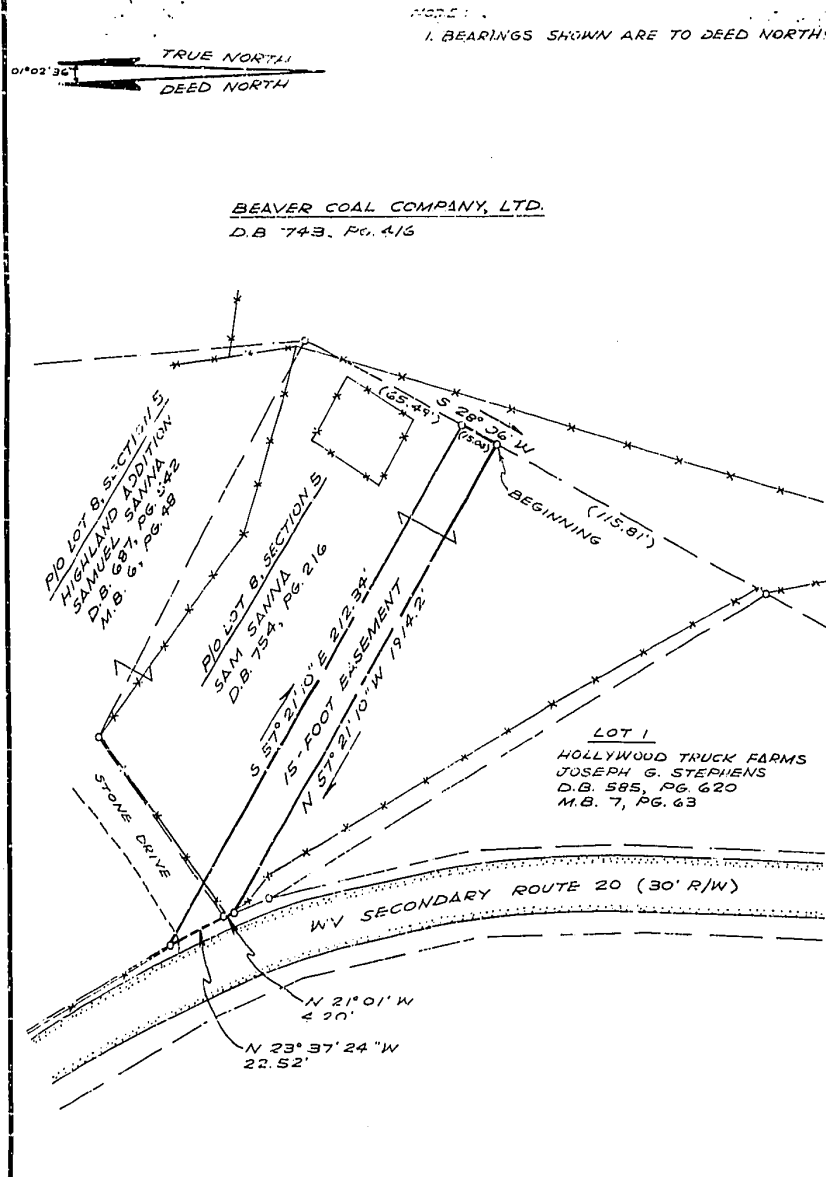
Altel Mobile Communications  
2 Financial Center, Suite 401,  
Little Rock, Arkansas  
72211

Betty Riffe  
CLERK

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PLAT SHOWING 15-FOOT EASEMENT FOR RIGHT OF INGRESS & EGRESS  
BEING A PART OF LOT 8, SECTION 5 OF THE HIGHLAND ADDITION

SITUATED IN THE VICINITY OF MacARTHUR  
TOWN DISTRICT, RALEIGH COUNTY, WEST VIRGINIA

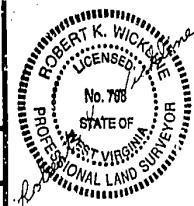
OWNED BY SAMUEL (SAM) SANNA  
TO BE CONVEYED TO ALLTEL MOBILE COMMUNICATIONS, INC.

SCALE : 1"=40'

BY EASTERN SURVEYING, INC.  
800 BAILEY AVENUE  
DECKLEY, WEST VIRGINIA 25901

TAX MAP/PARCEL(S)  
3002/44 & 44.1  
PHONE (904) 245-0255

FB/PG ALLTEL  
PROJ. NO. 043-91-3  
DATE 10/08/91



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Beverly Sanna/18/2023  
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RECORDED ON MICRO FILM  
ROLL 73 PAGE 76ASSIGNMENT AND ASSUMPTION OF EASEMENTReturn To: Thomas N. Hanna, Attorney at Law  
P.O. Box 3967  
Charleston, WV 25339

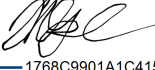
ALLTEL Mobile Communications of West Virginia, Inc., a West Virginia corporation ("ALLTEL"), in exchange for certain other property from Georgia RSA #13, Inc., a Georgia corporation ("GRSA"), and other valuable consideration, hereby assigns to GRSA, its successors and assigns, ALLTEL's rights under a certain Deed of Easement, dated October 15, 1991, by and between Samuel Sanna and ALLTEL which is recorded on roll 17, page 341 on November 8, 1991 with the office of the Clerk of the County Commission of Raleigh County, West Virginia.

This assignment and assumption shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Witness our hand and seal this 27th day of April, 1995.

ALLTEL MOBILE COMMUNICATIONS  
OF WEST VIRGINIA, INC.

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By: Its: Senior Vice President

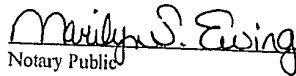
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7/20/2023

Signed, sealed and delivered this 27th day  
of April, 1995, in the presence of:

  
Notary Public

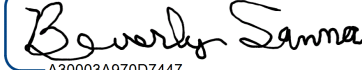
My Commission Expires:

June 11, 2001

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This Document Prepared By:  
Philip S. Clark

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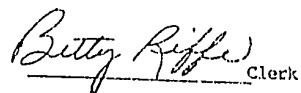
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OFFICE OF THE CLERK OF THE COUNTY COMMISSION  
OF RALEIGH COUNTY, WEST VIRGINIA

The foregoing Instrument of Writing, together with the certificate of acknowledgment thereof, was this day presented in said office and admitted to record.

Return To:

Thomas N. Hanna  
P.O. Box 3967  
Charleston, WV 25339

  
Clerk

3:10 P.M.

Apr. 27 1995