

Entered As Instrument No. 0200203896

STATE OF NEBRASKA)
COUNTY OF HALL) SS

02 APR 10 AM 9 25

Kathy Braash
REC OF DEEDS

CASH _____
CHECK 66.00

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTS
STAMP T.L.N.
Date 4-10-02
\$ Receipt # 2 BY KRB

200203896

66.00

WHEN RECORDED RETURN TO:
KUTAK ROCK LLP
1101 CONNECTICUT AVENUE, NW
WASHINGTON, DC 20036
ATTN: GEORGE SCHLOSSBERG, ESQ.

RECORDER STAMP

QUITCLAIM DEED
Cornhusker Army Ammunition Plant
Hall County, Nebraska
Acquisition Tracts Nos. 90, 91, 92, 94, 95, 96, 97 and the W½ of 99
Land Management Tracts 53 and 54

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 26th day of February, 2002, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as **GRANTOR**, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the **SECRETARY OF THE ARMY**, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and **FARM PROGRESS COMPANIES, INC.**, an Illinois corporation, with its principal office located at 191 South Gary Avenue, Carol Stream, Illinois 60188-2995, hereinafter referred to as **GRANTEE**.

WITNESSETH:

WHEREAS, said Act authorizes the Secretary of the Army to convey the property herein to the Hall County, Nebraska, Board of Supervisors, or its designee; and

WHEREAS, said Board designated that the property to be conveyed herein be transferred to its designee, Farm Progress Companies, Inc, Grantee herein; and

WHEREAS, previous to such designation, Agricultural Institute of Nebraska, Inc., a Nebraska non-profit corporation leased 937 acres of the property to be conveyed herein; and

WHEREAS, Agricultural Institute of Nebraska, Inc., contracted with Farm Progress Companies, Inc., during the term of the said lease to conduct the annual Husker Harvest Days show on the property to be conveyed herein; and

WHEREAS, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. 9620(h)(4)(B); and

WHEREAS, the Grantee's use of the property will be in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan; and

WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal, and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above referred laws, regulations and orders.

NOW, THEREFORE, Grantor and Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of **One million nine hundred sixty-eight thousand dollars (\$1,968,000.00)**, the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements, hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising all of Section 26, Township 11 North, Range 11 West of the Sixth Principal Meridian, and part of the northwest quarter and all of the southwest quarter of Section 25, Township 11 North, Range 11 West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing **959.103** acres, more or less, and being more particularly shown and described on **Exhibit "A"**, which is attached hereto and made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the same, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns in perpetuity.

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) of record covering the Property.

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. (CERCLA), the Finding of Suitability to Transfer (FOST) dated October 1998, as amended 12 July 1999, has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. A copy of the FOST, as amended, has been provided the Grantee. The Grantor covenants and warrants to the Grantee that in the event any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the **GRANTOR**. This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Property is transferred or the Agricultural Institute of Nebraska, Inc. (the former lessee of the property) is a potentially responsible party with respect to the Property. The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the date of conveyance **as a result of hazardous substances or petroleum products or their derivatives existing on the property prior to the date of this conveyance**, in any case in which any other non-Grantor entity is identified as the party responsible for contamination of the Property.

b. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions.

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCEPTIONS, RESTRICTIONS AND COVENANTS AFFECTING THE PROPERTY

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the property hereby conveyed to the extent and only to the extent the same are valid and affect the property, and shall be considered as covenants running with the land and binding on all parties having any right, title or interest in the property, or any part thereof, their heirs, successors and assigns:

A. FEDERAL FACILITY AGREEMENT: A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army effective September 1990, and a copy of any amendments thereto, are available for the Grantee's review at the Office of the Commander's Representative. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the Grantee should implementation of the FFA interfere with its use of the property. The Grantee or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

B. FLOODPLAINS: To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, dated May 24, 1977, the use of that portion of the Property may be subject to the National Flood Insurance Program.

V. GENERAL EXCEPTIONS TO CONVEYANCE

This conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and affect the Property:

a. All existing permits, easements, and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record.

b. Any zoning laws, ordinances, or regulations governing the subject property or regulations of other regulatory authority having jurisdiction.

c. Matters which would be disclosed by a careful physical inspection of the property or the property records and by a properly conducted survey of the property.

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

e. All existing interest(s) reserved to or outstanding in third parties in and to coal, oil, gas, and/or minerals.

f. All other existing interests of record reserved by any original Grantor(s) in chain of title unto said Grantor(s), their respective heirs, successors and assigns, which affect any portion of the property interest(s) hereinabove described.

g. Easements for county roads over the north 33 feet, south 50 feet and the west 50 feet of the property; and also subject to an easement for a drainage ditch, 86 feet in width, running north and south, generally in the center of the west half of Section 25, Township 11 North, Range 11 West of the Sixth Principal Meridian, Hall County, Nebraska. The location and extent of these easements are indicated on the attached Exhibit "A".

h. All existing outgrants (including Easement No. DACA45-2-83-6038 granted to Southern Nebraska Rural Public Power District, for an overhead electric distribution line right-of-way, 18 feet in width, beginning near the southwest corner of Section 26, then running generally west to east, near the southern edge of the Land Management Tract 53 for a distance of 2,650 feet), and Installation Commander's agreements, whether or not of record or otherwise approved in writing by Grantee.

VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land hereinabove identified in this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. Except as otherwise stated herein, it is understood and agreed by Grantee, for itself and its successors and assigns, that the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor in any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

c. The Grantee covenants not to discriminate upon the basis of race, color, religion, disability, sex, age or national origin in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R. S. Supp., 1991) in which property is transferred by the United States.

THIS QUITCLAIM DEED is not subject to the provisions of 10 U.S.C. 2662.

[SIGNATURE PAGES FOLLOW]

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

200203896


IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Acting Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 26th day of February, 2002.

UNITED STATES OF AMERICA

By: 
JOSEPH W. WHITAKER
Acting Deputy Assistant Secretary of the Army (I&H)

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Acting Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 26th day of February, 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.


Notary Public



CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED
ACCEPTANCE:

200203896

IN TESTIMONY WHEREOF, witness the Grantee, Farm Progress Companies, Inc., this 18th day of January, 2002, hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, covenants, and terms contained therein.

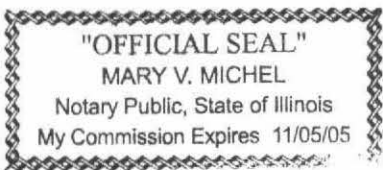
FARM PROGRESS COMPANIES, INC.

By: *Charles Roth*
[NAME] Charles Roth
[TITLE] president

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On January 18, 2002 before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Charles Roth personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

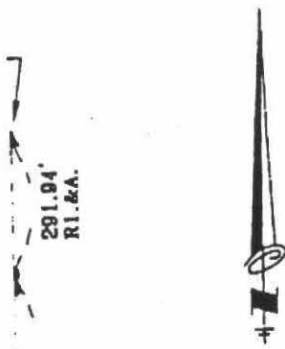


Mary V. Michel
Notary Public, State of Illinois

My commission expires: 11-05-05

Exhibit A

200203896



SCALE 1"=300'

LEGAL DESCRIPTION

A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and all of the Northeast Quarter (NE1/4), all of the Northwest Quarter (NW1/4), all of the Southwest Quarter (SW1/4), and all of the Southeast Quarter (SE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence running northerly, along and upon the east line of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence deflecting left $90^{\circ}01'54''$ and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 360.56 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right $25^{\circ}39'05''$ from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, said prolongation deflecting right $25^{\circ}39'05''$ from the chord of the previously described curve, a distance of Eighty Five and Six Tenths (85.60) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and Fifty Nine Hundredths (229.59) feet (long chord distance = 222.07' - long chord deflecting left $25^{\circ}31'12.5''$ from the previously described course) to a point of tangency, said point also being on the north line of the

5,006.73' R1.&A.

Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left $25^{\circ}31'12.5''$ from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northeast Quarter (NE1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}12'35''$ and running westerly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Nine and Eighty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}08'50''$ and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,650.34) feet to the northwest corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $89^{\circ}54'10''$ and running southerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Thirty Two Hundredths (2,652.32) feet to the northwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right $00^{\circ}02'40''$ and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting left $90^{\circ}19'25''$ and running easterly, along and upon the south line of the Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Fifty Four and Fifty Two Hundredths (2,654.52) feet to the southwest corner of the Southeast Quarter (SE1/4) of said Section Twenty Six (26); thence deflecting right $00^{\circ}28'50''$ and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Three and Ninety Four Hundredths (2,653.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence deflecting left $00^{\circ}03'10''$ and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Five (25), a distance of Two Thousand Six Hundred Forty Six and Ninety Four Hundredths (2,646.94) feet to the point of beginning and containing 959.103 acres, more or less.

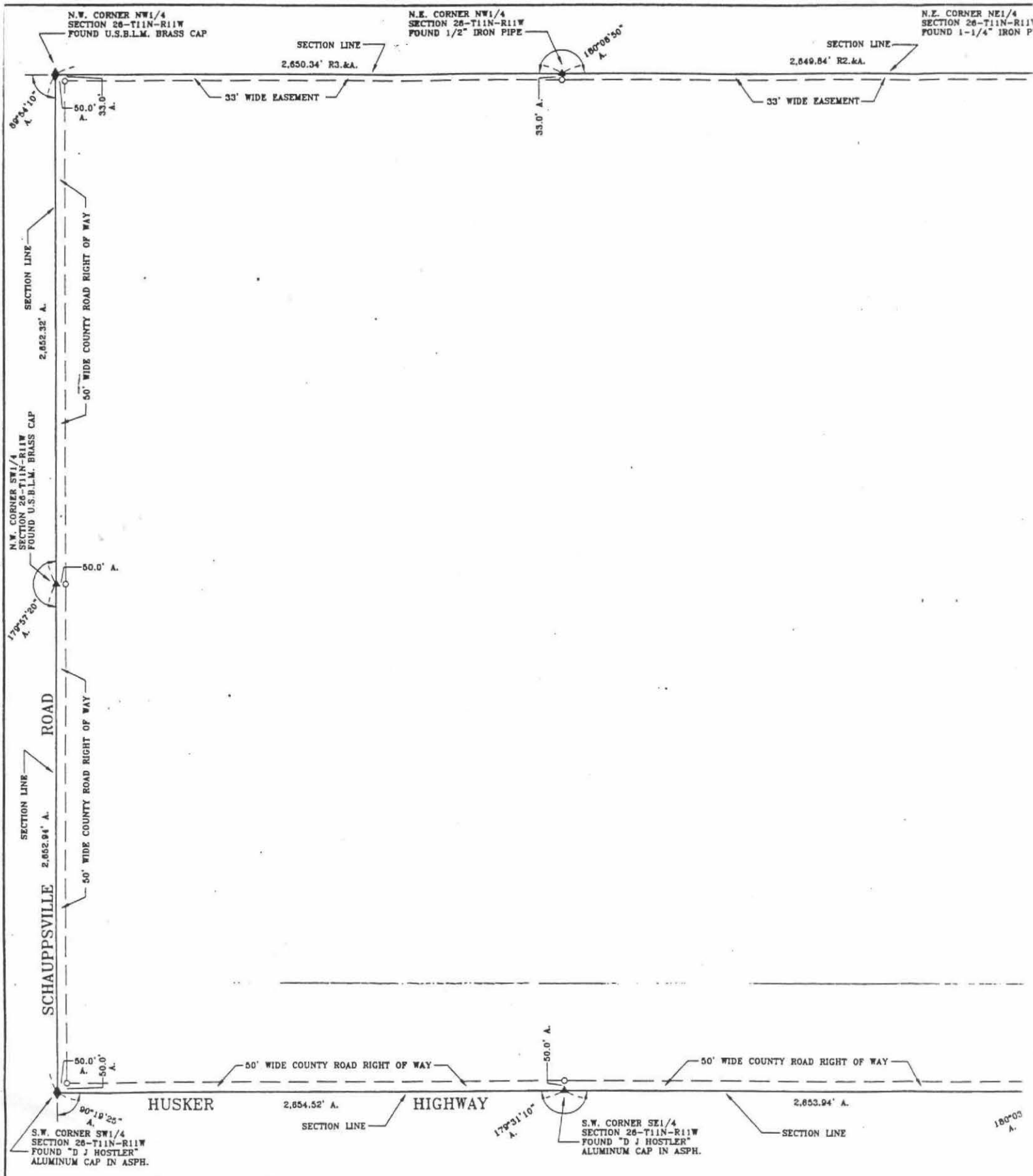
200203896

R1.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
 L. S. NO. 263, DATED JUNE 5, 1999
 -----R2.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
 L. S. NO. 263, DATED JUNE 23, 1999
 R3.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
 L. S. NO. 263, DATED JUNE 24, 1999
 A.=ACTUAL DISTANCE AND/OR ANGLE

- - INDICATES 1/2" IRON PIPE FOUND
- - INDICATES 1/2" IRON PIPE PLACED

S.E. CORNER SW1/4
 SECTION 25-T11N-R11W
 FOUND CONC. NAIL IN ASPH.

ALL OF THE SW1/4 AND PART OF THE NW1/4 OF SECTION 25-T11N-R11W, AND OF THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 26-T11N-R11W HALL COUNTY, NEBRASKA	PLS-#10000-#10000 #10000-#10000-11-11 #10000-#10000-00-2000 04-06-2000 L.W.
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

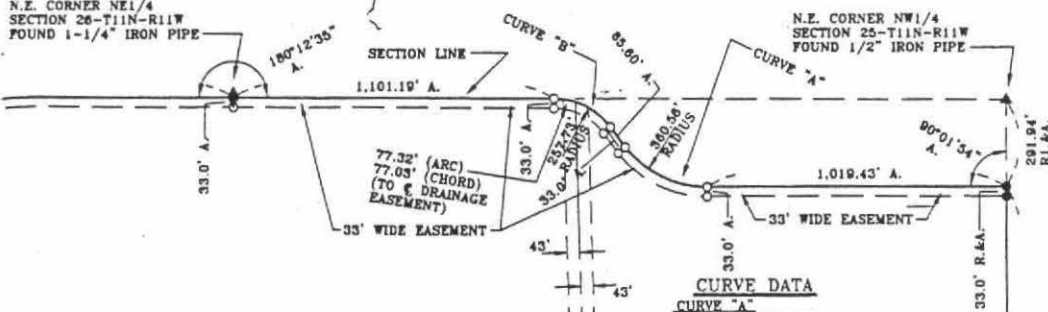


SURVEYOR'S CERTIFICATE
I hereby certify that to the best of my knowledge and belief the foregoing is a true and correct copy of the original survey plat.

N.E. CORNER NE1/4
SECTION 26-T11N-R11W
FOUND 1-1/4" IRON PIPE

N.E. CORNER NW1/4
SECTION 25-T11N-R11W
FOUND 1/2" IRON PIPE

200203896



CURVE DATA
CURVE "A"
 RADIUS = 380.56'
 DELTA = 51°18'10"
 ARC DISTANCE = 322.85'
 CHORD DISTANCE = 312.17'
CURVE "B"
 RADIUS = 257.73'
 DELTA = 51°02'25"
 ARC DISTANCE = 228.59'
 CHORD DISTANCE = 222.07'

SCALE 1"=300'

LEGAL DESCRIPTION

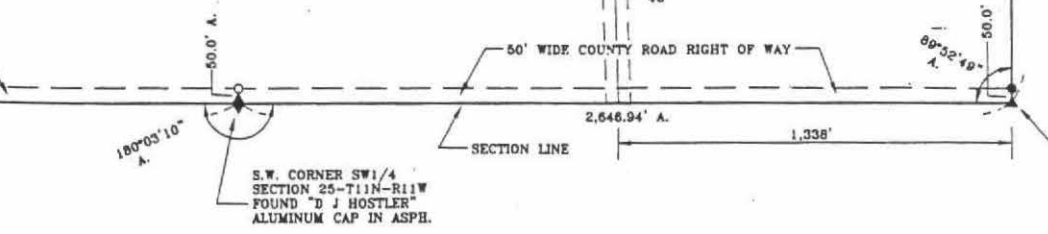
A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., and all of the Northeast Quarter (NE1/4), all of the Northwest Quarter (NW1/4), all of the Southwest Quarter (SW1/4), and all of the Southeast Quarter (SE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., all being in Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence running northerly, along and upon the east line of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence deflecting left 90°01'54" and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 380.56 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right 25°39'05" from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right 25°39'05" from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, a distance of Eighty Five and Six Tenths (85.60) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and Fifty Nine Hundredths (229.59) feet (long chord distance = 222.07' - long chord deflecting left 25°31'12.5" from the previously described course) to a point of tangency; said point also being on the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left 25°31'12.5" from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northwest Quarter (NE1/4) of said Section Twenty Six (26); thence deflecting left 00°12'35" and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left 00°08'50" and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left 89°54'10" and running southerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right 00°24'40" and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right 90°19'25" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Four and Fifty Two Hundredths (2,654.52) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right 00°28'50" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Three and Ninety Four Hundredths (2,653.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting left 00°03'10" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Six and Ninety Four Hundredths (2,646.94) feet to the point of beginning and containing 959.103 acres, more or less.

R1=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 5, 1999
 R2=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 23, 1999
 R3=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 24, 1999
 A=ACTUAL DISTANCE AND/OR ANGLE

● - INDICATES 1/2" IRON PIPE FOUND
 ○ - INDICATES 1/2" IRON PIPE PLACED

S.E. CORNER SW1/4
SECTION 25-T11N-R11W
FOUND CONC. NAIL IN ASPH.



CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that to the best of my knowledge and belief, the accompanying plot is from an accurate survey of the described property made under my supervision.

Lee D. Wagner
 Lee D. Wagner, Registered Land Surveyor, No. 357



ALL OF THE SW1/4 AND PART OF THE NW1/4 OF SECTION 25-T11N-R11W, AND OF THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 26-T11N-R11W		PLAT NO. 04-08-2000
HALL COUNTY, NEBRASKA		
LAND SURVEY		L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		

ENTERED AS INSTRUMENT NO
201604384

STATE OF NEBRASKA) SS
COUNTY OF HALL)

2016 JUL 14 AM 08:47

Janet Ross

REG OF DEEDS
ELECTRONICALLY RECORDED
RECORDING FEE \$106.00

NEBRASKA DOCUMENTARY
STAMP TAX
Date 7-14-2016
\$ EXEMPT 022 By BZ



201604384

Prepared by, recording requested by:

ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

When recorded return to:
Heather Raposa - Linear Title
127 John Clarke Rd
Middletown, RI 02842

Space Above Line Reserved For Recorder's Use

Parcel ID #: 400198940

CONFIRMATORY MEMORANDUM OF LEASE

This Confirmatory Memorandum of Lease (this "*Memorandum*") is entered into on this 27th day of April, 2016 by and between Verizon Wireless (VAW) LLC, A Delaware limited liability company d/b/a Verizon Wireless, c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "*TENANT*"), and Farm Progress Companies, Inc., an Illinois corporation, 255 38th Ave., Suite P, Saint Charles, IL 60174 (hereinafter referred to as "*OWNER*").

1. OWNER or OWNER's predecessor in interest and TENANT or TENANT's predecessor in interest entered into a Communications Site Lease Agreement dated January 1, 2003, (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "*Lease*") for the purpose of installing, operating and maintaining a communications facility and other improvements within the lease area, including access and utility easements and where applicable, guy wire and guy anchor easements (the "*Premises*"), as further defined in the Lease and described in **Exhibit 1** attached hereto and incorporated by this reference. UNRECORDED
2. TENANT has granted to ATC Sequoia LLC, a Delaware limited liability company, a limited power of attorney (the "*Limited Power of Attorney*" or "*POA*"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of TENANT, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as **Exhibit 2** and incorporated herein by this reference.

3. The Lease commenced on or about January 1, 2003. Assuming the exercise by TENANT of all renewal options contained in the Lease, the final expiration date of the Lease would be December 31, 2027. Notwithstanding the foregoing, in no event shall TENANT be required to exercise any option to renew the term of the Lease.
4. All notices must be sent in the manner and to the parties and locations as set forth in the Lease. Additionally, all notices to TENANT must include a copy to: ATC Sequoia LLC, 10 Presidential Way, Woburn, MA 01801, Attn: Land Management.
5. OWNER hereby grants the right to TENANT to complete and execute on behalf of OWNER any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. This Memorandum is not a complete summary of the terms and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease will control.
7. The terms of the Lease are incorporated into this Memorandum by reference. Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Lease.
8. This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
9. Each of the undersigned parties acknowledges that such party has the authority to execute this Memorandum.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

OWNER:

Farm Progress Companies, Inc.

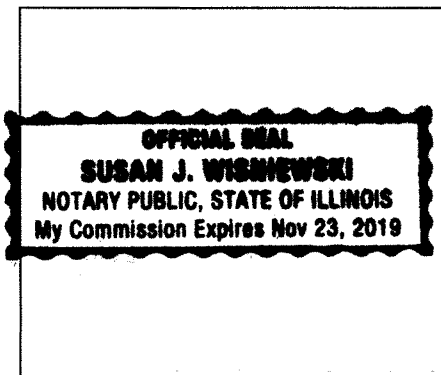
By: *Donald D. Tourte*
(Signature)

Donald D. Tourte
(Print)

v.p.
(Title)

STATE OF IL)
) ss.
COUNTY OF Kane)

On this 9th of April, 2016, before me, Susan Wisniewski the undersigned notary public, personally appeared Donald D. Tourte, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.



Susan J. Wisniewski
Notary Public
My commission expires Nov. 23, 2019

(Use this space for notary stamp/seal)

(Use this space for notary stamp/seal)

TENANT:

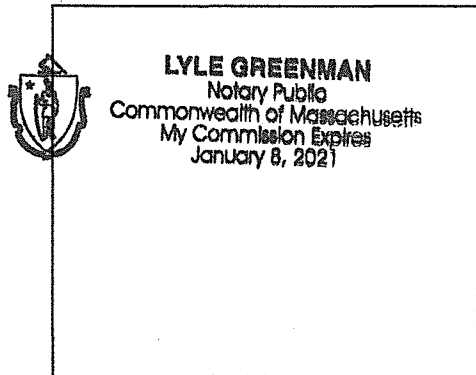
By ATC Sequoia LLC
As Attorney in Fact for
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: [Signature]
Shawn Lanier
Vice President, Legal, US Tower

4-27-16 ²⁰¹⁶⁻⁰⁴⁻²⁷⁻¹⁶
Date

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 27 of April, 2016, before me, Lyle Greenman the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Verizon Wireless (VAW) LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.



[Signature]
Notary Public
My commission expires 1/8/2021

(Use this space for notary stamp/seal)

**MEMORANDUM OF LEASE
EXHIBIT 1
LEGAL DESCRIPTION OF LEASE AREA**

The Lease Area is located within the following described property:

A tract of land comprising all of the Southwest Quarter (SW ¼) and a part of the Northwest Quarter (NW ¼) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M. and all of the Northeast Quarter (NE ¼), all of the Northwest Quarter (NW ¼), all of the Southwest Quarter (SW ¼), and all of the Southeast Quarter (SE ¼) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW ¼) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two hundred Ninety one and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW ¼) of said Section Twenty Five (25); thence deflecting left 90°01'54" and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius of 360.56 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance – 312.17" – long chord deflecting right 25°39'05" from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, said prolongation deflecting right 25°39'05" from the chord of the previously described curve, a distance of Eighty Five and Six tenths (85.60) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and fifty Nine hundredths (229.59) feet (long chord distance = 222.07 – long chord deflecting left 25°31'12.5" from the previously described course) to a point of tangency, said point also being on the north line of the Northwest Quarter (NW ¼) of said Section

Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW ¼) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left 25°31'12.5" from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northeast Quarter (NE ¼) of said Section Twenty Six (26); thence deflecting left 00°12'35" and running westerly, along and upon the north line of the Northeast Quarter (NE ¼) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Nine and Eighty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW ¼) of said Section Twenty Six (26); thence deflecting left 00°08'50" and running westerly, along and upon the north line of the Northwest Quarter (NW ¼) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,650.34) feet to the northwest corner of the Northwest Quarter (NW ¼) of said Section Twenty Six (26); thence deflecting left 89°54'10" and running southerly, along and upon the west line of the Northwest Quarter (NW ¼) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred fifty Two and Thirty Two Hundredths (2,652.32) feet to the northwest corner of the Southwest Quarter (SW ¼) of said

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

Section Twenty Six (26); thence deflecting right 00°02'40" and running southerly, along and upon the west line of the Southwest Quarter (SW ¼) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW ¼) of said Section Twenty Six (26); a distance of Two Thousand Six Hundred Fifty Four and Fifty Two Hundredths (2,654.52) feet to the southwest corner of the Southeast Quarter (SE ¼) of said Section Twenty Six (26); thence deflecting right 00°28'50" and running easterly, along and upon the south line of the Southeast Quarter (SE ¼) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Three and Ninety Four Hundredths (2,653.94) feet to the southwest corner of the Southwest Quarter (SW ¼) of said Section Twenty Five (25); thence deflecting left 00°03'10" and running easterly, along and upon the south line of the Southwest Quarter (SW ¼) of said Section Twenty Five (25), a distance of Two Thousand Six Hundred Forty Six and Ninety Four Hundredths (2,646.94) feet to the point of beginning and containing 939.103 acres, more or less.

LESS AND EXCEPT Special Warranty Deed dated August 14, 2002, from Farm Progress Companies, Inc., as Grantor to Rohwer Family Limited Partnership, as Grantee, recorded in Document Number: 200208766 of the Official Public Records of Hall County, Nebraska.

Parcel ID#: 400198940

For Owner's title, please reference Quitclaim Deed recorded on 4/2/10, as Instrument No. 200203896, of Hall County, Nebraska.

**MEMORANDUM OF LEASE
EXHIBIT 2
LIMITED POWER OF ATTORNEY**

[Limited Power of Attorney to follow]

LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "*Companies*" and each, a "*Company*"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("*Tower Operator*"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;
- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or
- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"Available Space" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Collocation Agreement" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"Ground Lease" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Law" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

“Management Agreement” shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

“Master Prepaid Lease” shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

“Tower Subtenant” means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

“Transaction Documents” means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

“Zoning Laws” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;
- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;
- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;
- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or
- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Margaret Salemi
Name: Margaret Salemi

Carol A. Todd
Name: CAROL A. TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By: Michael Haberman
Name: Michael Haberman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

Be it remembered that on the 17th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

- (a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;
- (b) he is authorized to execute the attached instrument on behalf of the Companies;
- (c) he executed the attached instrument on behalf of and as the act of the Companies; and
- (d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

Luanne De Rose
Notary

[NOTARIAL SEAL]

LUANNE DE ROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 4/12/2016

[Signature Page to Power of Attorney]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 27 day of April, 2015.

WITNESSES:

TOWER OPERATOR:

Anthony V. Rose
Name: Anthony V. Rose

By: Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, General Counsel & Chief Administrative Officer

Rachel Murray
Name: Rachel Murray

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

Be it remembered that on the 27 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

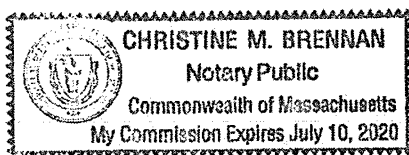
- (a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;
- (b) he is authorized to execute the attached instrument on behalf of the Tower Operator;
- (c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and
- (d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Christine M. Brennan
Notary

[NOTARIAL SEAL]

My Commission Expires: July 10, 2020



[Signature Page to Power of Attorney]

Schedule A

COMPANIES

Allentown SMSA Limited Partnership
Alltel Central Arkansas Cellular Limited Partnership
Alltel Communications of Arkansas RSA #12 Cellular Limited Partnership
Alltel Communications of LaCrosse Limited Partnership
Alltel Communications of Mississippi RSA #2, Inc.
Alltel Communications of North Carolina Limited Partnership
Alltel Communications of Nebraska LLC
Alltel Communications of Saginaw MSA Limited Partnership
Alltel Communications Southwest Holdings, Inc.
Alltel Communications Wireless of Louisiana, Inc.
Alltel Communications Wireless, Inc.
Alltel Communications, LLC
Alltel Northern Arkansas RSA Limited Partnership
Anderson CellTelCo
Athens Cellular, Inc.
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
Bell Atlantic Mobile of Rochester, L.P.
Binghamton MSA Limited Partnership
Bismarck MSA Limited Partnership
California RSA No. 4 Limited Partnership
California RSA No. 3 Limited Partnership
Cellco Partnership
Cellular Inc. Network Corporation
Charleston-North Charleston MSA Limited Partnership
Chicago SMSA Limited Partnership
Colorado 7-Saguache Limited Partnership
Colorado RSA No. 3 Limited Partnership
Dallas MTA, L.P.
Danville Cellular Telephone Company Limited Partnership
Dubuque MSA Limited Partnership
Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership
Fresno MSA Limited Partnership
Gadsden CellTelCo Partnership
Gila River Cellular General Partnership
Gold Creek Cellular of Montana Limited
Partnership
GTE Mobilnet of California Limited
Partnership
GTE Mobilnet of Fort Wayne Limited
Partnership
GTE Mobilnet of Indiana Limited Partnership
GTE Mobilnet of Indiana RSA #3 Limited
Partnership
GTE Mobilnet of Santa Barbara Limited
Partnership
GTE Mobilnet of South Texas Limited
Partnership
GTE Mobilnet of Terre Haute Limited
Partnership
GTE Mobilnet of Texas RSA #17 Limited
Partnership
GTE Wireless of the Midwest Incorporated
GTE Mobilnet of Florence, Alabama
Incorporated
Idaho 6-Clark Limited Partnership
Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership
Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company
Los Angeles SMSA Limited Partnership
Michigan RSA #9 Limited Partnership
Missouri RSA #15 Limited Partnership
Missouri RSA 2 Limited Partnership
Missouri RSA 4 Limited Partnership
Modoc RSA Limited Partnership
Muskegon Cellular Partnership
North Central RSA 2 of North Dakota Limited
Partnership

New Hampshire RSA 2 Partnership
New Mexico RSA 3 Limited Partnership
New Mexico RSA No. 5 Limited Partnership
New Mexico RSA 6-I Partnership
New Par
New York RSA No. 3 Cellular Partnership
New York SMSA Limited Partnership
North Dakota RSA No. 3 Limited Partnership
North Dakota 5-Kidder Limited Partnership
Northeast Pennsylvania SMSA Limited
Partnership
Northern New Mexico Limited Partnership
Northwest Arkansas RSA Limited Partnership
Northwest Dakota Cellular of North Dakota
Limited Partnership
NYNEX Mobile Limited Partnership 1
NYNEX Mobile Limited Partnership 2
NYNEX Mobile of New York, L.P.
Oklahoma RSA No. 4 South Partnership
Omaha Cellular Telephone Company
Orange County-Poughkeepsie Limited
Partnership
Pascagoula Cellular Partnership
Pennsylvania RSA 1 Limited Partnership
Pennsylvania 3 Sector 2 Limited Partnership
Pennsylvania 4 Sector 2 Limited Partnership
Pennsylvania RSA No. 6 (I) Limited
Partnership
Pennsylvania RSA No. 6 (II) Limited
Partnership
Petersburg Cellular Partnership
Pittsburgh SMSA Limited Partnership
Pittsfield Cellular Telephone Company
Portland Cellular Partnership
Redding MSA Limited Partnership
Rockford MSA Limited Partnership
RSA 7 Limited Partnership
Rural Cellular Corporation
Sacramento-Valley Limited Partnership
San Antonio MTA, L.P.
San Isabel Cellular of Colorado Limited
Partnership
Seattle SMSA Limited Partnership
Sioux City MSA Limited Partnership
Southern Indiana RSA Limited Partnership
Southwestco Wireless, L.P.

Springfield Cellular Telephone Company
St. Joseph CellTelCo
Syracuse SMSA Limited Partnership
Texas RSA 7B2 Limited Partnership
Texas RSA #11B Limited Partnership
Topeka Cellular Telephone Company, Inc.
Tuscaloosa Cellular Partnership
Tyler/Longview/Marshall MSA Limited
Partnership
Upstate Cellular Network
Verizon Wireless (VAW) LLC
Verizon Wireless of the East LP
Vermont RSA Limited Partnership
Virginia 10 RSA Limited Partnership
Virginia RSA 2 Limited Partnership
Virginia RSA 5 Limited Partnership
Verizon Wireless Personal Communications
LP
Verizon Wireless Tennessee Partnership
Wasatch Utah RSA No. 2 Limited Partnership
Waterloo MSA Limited Partnership
Wisconsin RSA #1 Limited Partnership
Wisconsin RSA #2 Partnership
Wisconsin RSA #6 Partnership, LLP
Wisconsin RSA No. 8 Limited Partnership
WWC Texas RSA LLC
Wyoming 1-Park Limited Partnership