Site Name: KO Mtn

The "PACIFIC COUNTY"
COMMUNICATIONS FACILITY USE AGREEMENT

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with McDaniel Cellular Telephone Company, a Delaware Company, (hereinafter called MCDANIEL), this _____ day of _____, 2012.

WITNESSETH: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. TERM: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years (Initial Term) which is deemed to commence on January 1, 2012 (the "Commencement Date") and is renewable upon agreement by both parties for up to two (2) additional terms of five (5) years each (each, a "Renewal Term") at the end of each term. All terms and conditions of the Use Agreement shall remain the same during the renewal. The option to renew shall be exercised by MCDANIEL, if at all, by written notice to the County, given not less than 90 days prior to the expiration date of the original term of this Use Agreement. The County also may choose not to renew this Use Agreement by giving, not less than, two (2) years written notice to MCDANIEL prior to the expiration dates of this Use Agreement.

2. TERMINATION BY LESSEE:

   2.1 MCDANIEL shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
   a. If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of MCDANIEL's equipment cannot be obtained, or if MCDANIEL determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
   b. If MCDANIEL determines at any time that the premises are not appropriate for MCDANIEL's equipment for technological reasons, including, but not limited to, signal interference.
   c. If MCDANIEL's license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. PAYMENT: MCDANIEL shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.

4. RATES: On January 1st of every year throughout the duration of the Use Agreement as renewed and extended, the Rent shall be increased by three (3%) percent over the previous year's Rent.

6. INDEMNITY:

a. To the extent permitted by law, MCDANIEL agrees to defend, indemnify and save harmless COUNTY from and against all claims, losses, costs, expenses, or damages from a third party, arising from

(i) The negligence or willful misconduct of MCDANIEL, or its agents, employees, or contractors; or

(ii) Any material breach by MCDANIEL of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, MCDANIEL will have no liability to COUNTY to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of COUNTY, or of COUNTY's agents, employees or contractors.

b. To the extent permitted by law, COUNTY agrees to defend, indemnify and save harmless MCDANIEL from and against all claims, losses, costs, expenses, or damages from a third party, arising from

(i) The negligence or willful misconduct of COUNTY or its agents, employees, or contractors; or

(ii) Any material breach by COUNTY of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, COUNTY will have no liability to MCDANIEL to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of MCDANIEL, or of MCDANIEL's, agents, employees or contractors.

7. INSURANCE: MCDANIEL shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars ($1,000,000). In addition, MCDANIEL shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars ($1,000,000); and all risk property insurance covering all personal property of MCDANIEL for full replacement value. MCDANIEL shall provide COUNTY with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.

If MCDANIEL requests proof of liability insurance by the COUNTY, the COUNTY shall provide evidence of such insurance. Currently the COUNTY is insured by the Washington Counties Risk Pool.

8. PREMISES: The COUNTY shall provide MCDANIEL tower and shelter space, environmental controls, (HVAC) and electrical service and security at its KO Mtn facilities. The facility covered by this Use Agreement and reserved for MCDANIEL's exclusive use, is located on the following

described land: Pacific County Property located at 46° 27' 40" North Latitude, 123° 33' 3" West Longitude, ref: NAD83 (KO Mtn Site).

9. ENERGY: The COUNTY shall sub-meter MCDANIEL's electrical loads at the KO Mtn Site. The COUNTY shall issue MCDANIEL a semi-annual energy bill based upon the kilowatt hour usage for the period and the COUNTY's actual cost. This bill shall be in addition to annual payment amount listed in Section 4.

10. EQUIPMENT: MCDANIEL shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. MCDANIEL shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna-feeds shall be "1/2" or larger jacketed solid sheathed transmission line.

- Cable shall be clamped to cable trays in accordance with existing methods.
- Equipment shall be bonded to existing ground grid in accordance with applicable codes.
- Excess equipment not in use shall not be stored at the site.
- COUNTY acknowledges and agrees that all of MCDANIEL's Equipment and other personal property of MCDANIEL kept or stored on the Premises by MCDANIEL constitute personal property, not real property, and shall continue to be the personal and exclusive property of MCDANIEL, and neither COUNTY nor any person claiming by, through or under COUNTY shall have any right, title or interest (including without limitation, a security interest) in MCDANIEL's Equipment. MCDANIEL, and MCDANIEL's successors in interest, shall have the right to remove MCDANIEL's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting COUNTY's interest in the Premises, whether existing as of the date hereof or arising hereafter, COUNTY and MCDANIEL hereby agree, acknowledge and declare that MCDANIEL's Equipment is now and shall at all times hereafter remain the personal and exclusive property of MCDANIEL. The parties further acknowledge and agree that COUNTY shall have no right or authority to grant a lien upon or security interest in any of MCDANIEL's Equipment.

11. INTERFERENCE: MCDANIEL shall provide all necessary equipment to eliminate any interference to pre-existing site users from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on MCDANIEL's equipment, MCDANIEL shall cooperate; however, MCDANIEL shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

12. SECURITY AND MAINTENANACE: The COUNTY shall provide security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use

Agreement at no additional charge to MCDANIEL. COUNTY represents that it has the right and responsibility to repair and maintain the Tower and surrounding property,. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of MCDANIEL or its agents, so as to render it substantially unusable for MCDANIEL's intended use, the Rent shall abate until COUNTY, at COUNTY's expense, restores the Tower to its condition prior to such damage; provided, however, in the event COUNTY fails to repair the Tower within seven (7) days following the date of such damage, MCDANIEL shall have the right to terminate this Lease by giving COUNTY written notice thereof, as long as MCDANIEL has not resumed operations upon the Premises.

If applicable, COUNTY shall have the right to request MCDANIEL's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as COUNTY provides MCDANIEL with six (6) months advance notice in writing to MCDANIEL. This notice requirement shall not affect any situation where COUNTY must request MCDANIEL's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or COUNTY's other employees. In the event of a relocation request under this Section, MCDANIEL agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the COUNTY, COUNTY shall waive any permit fees for MCDANIEL for its reinstallation. COUNTY shall make a reasonable effort to provide space satisfactory to MCDANIEL in order for MCDANIEL to operate temporary cellular facilities during the course of any maintenance that cannot be completed without MCDANIEL's relocation. COUNTY shall take all steps possible to ensure that MCDANIEL is off the Tower for the minimum length of time possible.

13. AVIATION HAZARD MARKING: COUNTY agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

14. FCC and FAA Tower Registration. COUNTY warrants to MCDANIEL that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, COUNTY warrants to MCDANIEL that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, COUNTY shall ensure that the tower owner shall take all necessary actions to register the Tower. COUNTY shall provide MCDANIEL with a copy of the FCC and FAA tower registration.

15 IMPROVEMENTS: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.

16. CASUALTIES: If a tower or building is damaged or destroyed that contains equipment of MCDANIEL and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then MCDANIEL shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the

property unusable by MCDANIEL, there shall be an equitable reduction of rent until the damage has been repaired.

17. TAXES: MCDANIEL agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by MCDANIEL there shall be an equitable reduction of rent until the damage has been repaired.

18. OWNERSHIP OF EQUIPMENT: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by MCDANIEL shall be and remain the property of MCDANIEL and may be removed or replaced by MCDANIEL at any time from time to time, provided that MCDANIEL repairs any damage caused in conjunction with such removal and replacement.

19. ASSIGNMENTS AND SUBLETTING: It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld, conditioned or withheld, subject to the limitations in Section 20 below. Notwithstanding the foregoing, MCDANIEL may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of MCDANIEL, or (ii) any entity which buys all or substantially all of the assets of MCDANIEL used in connection with the operation of MCDANIEL. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

20. DISPUTES, VENUE AND ATTORNEY'S FEES: Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this Agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.

21. AUTHORITY: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.

22. ALL WRITINGS CONTAINED HEREIN: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

23. WAIVER OF SUBROGATION: COUNTY and MCDANIEL hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

24. NOTICES: All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY:

Board of Pacific County Commissioners
Attn: Communications Engineer
PO Box 187
South Bend, WA 98586
Phone: 360/875-9368

If to MCDANIEL:

McDaniel Cellular Telephone Company
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

(Remainder of Page Intentionally Left Blank)

25. DEFAULT: MCDANIEL shall be in default of this Lease if MCDANIEL fails to make a payment of rent when due and such failure continues for fifteen (15) days after COUNTY notifies MCDANIEL in writing of such failure. If COUNTY or MCDANIEL fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional sixty (60) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 11 hereof.

26. QUIET ENJOYMENT: COUNTY covenants that MCDANIEL shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that COUNTY will not intentionally disturb MCDANIEL's enjoyment thereof as long as MCDANIEL is not in default under this Lease.

27. TITLE, ACCESS AND AUTHORITY: COUNTY covenants and warrants to MCDANIEL that COUNTY presently owns the fee simple interest in the Sites; that the Premises are served by legal access from a public way; that COUNTY is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the COUNTY warrants himself to be duly authorized to bind the COUNTY hereto.

28. ENVIRONMENTAL WARRANTY: COUNTY hereby represents and warrants to MCDANIEL that COUNTY has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that COUNTY has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon.

29. RECORDING: Each party, on request of the other, agrees to record this lease with the Pacific County Auditor and comply with applicable laws pertaining to the recording of public records.

30. HEADINGS: The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

31. ENTIRE AGREEMENT; WAIVER: This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

32. MODIFICATIONS: This Lease may not be modified, except in writing signed by both parties.

33. ERRORS AND OMISSIONS: COUNTY and MCDANIEL agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.

34. NON-BINDING UNTIL FULL EXECUTION: Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

35. ELECTRONIC REPRODUCTIONS: The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

37. TERMINATION OF EXISTING AGREEMENT: Upon the Commencement Date of this Lease, the Communications Facility Use Agreement between the parties dated March 12, 2002 is hereby terminated.

In witness thereof, the parties have hereunto set their hands this _____ day of _____, 20_____.

MCDANIEL CELLULAR
TELEPHONE COMPANY
Tax Identification # 93-0996859

_____
Signature

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

_____
Chairperson

_____
Commissioner

_____
Commissioner

APPROVED AS TO FORM:

_____
Prosecuting Attorney

ATTEST:

_____
Clerk of the Board

Site Name: KO Mtn

EXHIBIT A
PACIFIC COUNTY, WASHINGTON

Item No.	Quant.	Equipment List	Annual Rate Each	Annual Rate Total
1	1	Andrew PAR8-59W (8' dish) @ 60' C/L	$ 2,310.00	$ 2,310.00
2	1	Andrew P6-105B (6' dish) @ 30' C/L	$1,501.00	$1,501.00
3	1	Andrew PAR6-59W (6' dish) @ 60' C/L	$ 1,665.00	$ 1,665.00
4	1	Andrew PAR8-59W (8' dish) @ 70' C/L	$ 2,310.00	$ 2,310.00
5	4	Microwave Radio, MHSB TX/RX	$ 1,419.00	$ 5,676.00
6	1	Miscellaneous Channel Equipment Rack	$ 340.00	$ 340.00
7	3	Cellular Radio Equipment Rack	$ 680.67	$ 2,042.00
8	1	Battery Set	$ 1,064.00	$ 1,064.00
9	1	Power Pack	$ 340.00	$ 340.00
10	6	Panel Antenna @ 88' C/L	$ 494.50	$ 2,967.00
		TOTAL ANNUAL RATE (KO)		$20,215.00

EXHIBIT A AGREED TO:

LESSOR INITIALS_____ DATE _____

LESSEE INITIALS_____ DATE _____

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County's Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.

2. Where applicable, personnel entering a facility building shall use the security access device before entering.

3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.

4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.

2. Tower structural members shall not be drilled or punched.

3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.

4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.

5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.

6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.

7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

Site Name: KO Mtn

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.

2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.

3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.

4. Lighting arrestors are recommended at the building entrance.

5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.

6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.

7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.

8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS_____ DATE _____

LESSEE INITIALS_____ DATE _____

Prepared by and return to:
McDaniel Cellular Telephone Company
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Megler Hill
Site Number: 367309
County: Pacific
State: Washington

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between Pacific County, a Washington State municipal government,, whose address is P.O. Box 187, South Bend, Washington 98586, hereinafter referred to as "County", and McDaniel Cellular Telephone Company, a Delaware company, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "McDaniel."

WITNESSETH:

WHEREAS, County owns a communications tower (the "Tower") located on a parcel of land (the "Site"), at a 46° 27' 40" North Latitude, 123° 33' 3" West Longitude, ref: NAD83, identified as KO Mtn., in Sections 4, Township 11 North, Range 7 West, Pacific County, Washington; and

WHEREAS, McDaniel, pursuant to the terms of a previous agreement with County, has occupied a portion of the Tower and Shelter Space (as hereinafter defined) at the Site for McDaniel's cellular common carrier mobile radio base station operations, including related telecommunications functions; and.

WHEREAS, by the terms of a certain Communications Facility Use Agreement entered into on the _____ of_____ 2012, ("the Agreement"), McDaniel desires to continue its use of County's site and facilities, and County desires to continue its relationship with McDaniel; and

WHEREAS, the County and the McDaniel desire to execute this Memorandum of Agreement to evidence said Agreement and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Pacific County, State of Washington.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby lease to McDaniel a portion of the Site upon the terms and conditions of the Agreement which is incorporated herein by specific reference, and do agree as follows:

1. County and McDaniel have entered into a previous Agreement that commenced on March 12, 2002. The parties entered into the aforementioned Agreement to continue their relationship.

2. The Agreement will commence on January 1, 2012 and will run for an initial Agreement term of five (5) years. The Agreement provides for two (2) successive five (5) year renewal terms upon the terms and conditions more particularly as set forth in the Agreement.

3. This Memorandum of Agreements is subject to all terms and provisions of the Agreement which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Agreement will be resolved in favor of the Agreement.

IN WITNESS WHEREOF, the County and McDaniel hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers as of the date of full execution.

Board of County Commissioners
Pacific County, Washington

_____
Chairperson

_____
Commissioner

_____
Commissioner

Date:_____

McDaniel Cellular Telephone Company

By: _____

Printed: _____

Title: Vice President

STATE OF WASHINGTON)

)

COUNTY OF PACIFIC)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Don Mills, known to me to be the same person whose name is subscribed to the foregoing Communications Facility Use Agreement, appeared before me this day in person acknowledged that he signed the said Agreement as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2012

_____

Notary Public

My commission expires_____

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President for McDaniel Cellular Telephone Company, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named McDaniel company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2012

_____

Notary Public

My commission expires _____