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Amendment No. 1
to
Lease Agreement
between
George W. Hunter and American Tower, L.P.

This Amendment, made this 9th day of February, 1999, to the Lease Agreement between George W. Hunter and American Tower, L.P., dated _____, 1999, is intended to be a part of the said Lease Agreement. In the event of any conflict between terms and conditions, this Amendment shall supersede and control.

3. Warranty of Title

Lessor shall have the right to change the access easement to another provided that Lessee is provided reasonable access to the leased premises. In the event of such change, Lessor shall pay cost of clearing the area for the new easement and relocation of above-ground utilities.

5. Rental

Any and all deposits shall not be refunded.

Lessee shall pay all ad valorem taxes and special assessments directly attributable to Lessee's improvements on the leased premises.

20. Miscellaneous

(f) The Leased Premises shall be a single unified site and is hereby expanded to include a fall zone area, circular in shape, with a radius of 125 feet and extending in all directions from the center of the base of the tower. ~~not to include any necessary to accommodate guy wires extending from tower to guy anchors, if any.~~ *SWA* Lessor and Lessee agree that, in compliance with Columbia County regulations, no habitable structures exist or shall be erected with the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have respectfully signed and sealed these presents, the day and year first written above.

DeEtte F. Brown
WITNESS

DeEtte F. Brown

Print Name

Lisa C. Ogburn
WITNESS

Lisa C. Ogburn

Print Name

LESSOR

George W. Hunter
George W. Hunter

Rebecca Breen
WITNESS Bucky Brown
Print Name Y. SON
WITNESS YANG SON
Print Name

LESSEE: American Tower, L.P.
By: ATC GP, Inc., its General Partner

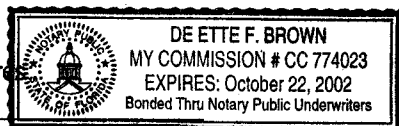
by: [Signature]
Vice President
JEFFREY A. EBIHARA
(print name signed above)

STATE OF FLORIDA, COUNTY OF COLUMBIA, to wit:

I HEREBY CERTIFY, THAT on this 9th day of February 1998 before me, the subscriber, a Notary Public of the State aforesaid in and for the County aforesaid, personally appeared George W. Hunter, Lessor, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires



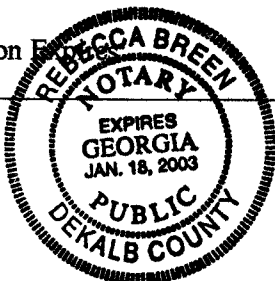
De Ette F. Brown
Notary Public

STATE OF Georgia, COUNTY OF Cobb, to wit:

I HEREBY CERTIFY, THAT on this 16th day of February 1998 before me, the subscriber, a Notary Public of the State of _____ in and for the County aforesaid, personally appeared Jeffrey Ebihara Vice President of ATC GP, Inc. General Partner, Lessee, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires



[Signature]
Notary Public

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 5 day of FEB, 1998, and executed in duplicate by and between George W. Hunter ("LESSOR"), and OPM-USA, a Division of American Tower, L.P., a Delaware limited partnership, ("LESSEE.")

1. EXPLANATORY STATEMENT

LESSEE is engaged in the business of radio communications and communications systems. In connection with its business, LESSEE now desires to erect a radio communications tower, 250 feet in height, on the property of the LESSOR in order to promote its electronic and radio communications business and more specifically to allow it to establish a radio communication system whereby it may be permitted to sublease the right to transmit and receive by way of the aforesaid radio tower.

LESSEE may also construct buildings to be used as equipment buildings, with standard electrical and emergency electrical therein. Such buildings are to be of frame, masonry or pre-engineered construction. LESSEE will further agree that the buildings and the base of the tower will be fenced with chain link and barbed wire for security at LESSEE expense.

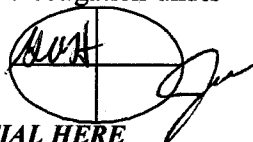
2. DESCRIPTION

In consideration of the payment of the rental and performance of the covenants and the agreements hereinafter set forth LESSOR does hereby Lease unto LESSEE and LESSEE accepts from LESSOR the following property: a 100' x 100' portion of parcel located within Township 5S, Range 17E, Section 3 the property described on Exhibit "A" attached hereto ("Parent Tract"), together with a thirty (30) foot easement for unlimited ingress and egress and to accommodate installation of electric, telephone and other utilities as necessary; and together with guy wire and guy anchor easements to be located N/A feet from the center of the radio telecommunications tower in three (3) directions 120° apart (the 100' x 100' parcel and easements thereto being hereinafter collectively referred to as "Leased Premises"), as shown on the attached sketch labeled "Exhibit "A-1." LESSEE shall have the right to assign all or part of the thirty (30) foot easement to its agents, sublessees, licensees, successors and assigns, as necessary.

3. WARRANTY OF TITLE

LESSOR hereby warrants LESSOR's good and marketable title to the Leased Premises and any easements necessary to provide practical and legal access to the Leased Premises, and that no other person or entity has the right to lease the same for the term hereby granted. LESSOR agrees to work to clear any and all defects of title which may be reported as a result of a title examination.

The LESSOR further covenants that the LESSEE, upon the payment of the rents herein stipulated and the performance of all the conditions herein contained, shall have the peaceful and quiet possession, use and enjoyment of the Leased Premises, without hindrance on the part of the LESSOR or any person or persons claiming by, through or under the LESSOR, for the term set forth herein, including any renewal term, except that LESSOR may cultivate LESSOR's property surrounding the Leased Premises as long as it does not unreasonably interfere with LESSEE's use of the Leased Premises. LESSEE's obligation under


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this Lease Agreement is contingent upon LESSOR's having good and marketable title to the property, free and clear of defects.

4. TERM

The term of this Lease Agreement shall be for twenty (20) years commencing upon the date the LESSEE commences construction of improvements on the premises ("Commencement Date"). This Lease Agreement shall be automatically renewed for two (2) additional five (5) year terms thereafter, on the same terms and rates contained in this Lease Agreement unless LESSEE shall give notice to the LESSOR in writing at least one (1) year prior to the end of the initial term or renewal term that LESSEE does not intend to renew this Lease Agreement.

5. RENTAL

LESSEE hereby covenants and agrees to pay to the LESSOR as annual rent for the Leased Premises for the first year of this Lease Agreement the sum of [REDACTED], said payment being paid in advance monthly payments of [REDACTED] plus any applicable sales taxes. The annual rent shall increase for each subsequent year by an amount equal to [REDACTED] of the rent for the lease year just ended. The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the full execution of this Lease Agreement. In the event construction has not begun on or before one (1) year from the date this Lease Agreement is executed by the LESSOR and LESSEE, this Lease shall terminate, and all deposits shall be refunded to the LESSEE. LESSOR agrees to provide LESSEE with all appropriate government forms and documents for the proper reporting of income.

6. INSPECTION PERIOD

LESSOR hereby acknowledges LESSEE's right to determine suitability of Leased Premises for LESSEE's intended use, prior to Commencement Date. LESSOR grants to LESSEE, its agents, assigns and contractors, at LESSEE's sole cost and expense the right to enter LESSOR's property to conduct such tests and studies as LESSEE deems necessary to determine suitability. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as LESSEE deems necessary or desirable. LESSOR shall cooperate with LESSEE and execute all documents required to permit LESSEE's intended use of the Leased Premises in compliance with zoning, land use, building and any other necessary regulations, whether local, state or federal in nature. LESSEE's obligation under this Lease Agreement is contingent upon (1) LESSEE's determination, in its sole discretion, that the Leased Premises are suitable for its intended use, and (2) LESSEE's obtaining all governmental approvals required for LESSEE's intended use of the Leased Premises, including but not limited to the Federal Aviation Administration, the Army Corps of Engineers, and any appropriate federal, state and local authorities. Prior to Commencement Date, LESSEE shall provide LESSOR with a site survey showing the Leased Premises and placement of facilities thereon for LESSOR's written approval, which approval shall not be unreasonably withheld. Should LESSEE not receive written approval by LESSOR within five business days, approval shall be deemed given.

7. AGREEMENT BY LESSEE

The LESSEE hereby agrees during the term of this Lease, including any renewal thereof, as follows:

- (a) To keep the Leased Premises in such condition as it is at the commencement of the term of this Lease Agreement except the LESSEE may erect its radio tower as hereinbefore stated together with any buildings, foundations, or appurtenances thereto.
- (b) Not to make or suffer an unlawful, improper, or offensive use of the premises or any use thereof other than as herein specified.
- (c) To permit the LESSOR at reasonable times to enter upon and examine the premises and make such inspection as LESSOR may see fit from time to time.

8. EASEMENTS

LESSOR and LESSEE hereby agree during the terms of this Lease Agreement, including any renewal thereof, as follows:

- (a) LESSOR does hereby grant to LESSEE a non-exclusive, unimpaired easement and right-of-way, in, over and around the Parent Tract for the limited purpose of providing LESSEE with a right to and means of ingress and egress to install, maintain, repair, operate, service, replace and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Leased Premises.
- (b) LESSEE shall be responsible for all utilities required by LESSEE'S use of the Leased Premises, however, LESSOR agrees to cooperate with LESSEE in its efforts to obtain utilities from any locations provided by the servicing utility.
- (c) LESSOR does hereby further grant to LESSEE a non-exclusive easement, in and over the Parent Tract for ingress and egress from public roads, on foot or motor vehicle, to the Leased Premises, and related real property on a twenty-four (24) hours, seven (7) day a week basis.

9. INSURANCE AND LIABILITY

LESSEE shall insure against property damage and bodily injury arising by reason of occurrences on or about the Leased Premises in the amount of not less than [REDACTED]

10. MORTGAGES

LESSOR hereby covenants and agrees to pay, as and when due, all sums required under any mortgage that may now or hereafter encumber the Leased Premises. It is further understood and agreed that any mortgages hereinafter executed by the LESSOR, covering the Leased Premises, shall be expressly made subject to the LESSEE'S RIGHT OF OCCUPANCY so that LESSEE shall not be affected by any foreclosure of any mortgage hereinafter executed.


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11. INDEMNITY

LESSOR and LESSEE each indemnify the other against, and hold the other harmless from any and all costs (including mediation, attorney fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the breach of this Lease Agreement by the indemnifying party.

12. HAZARDOUS SUBSTANCES

LESSOR represents that LESSOR has no knowledge of any substance, chemical, or waste on under or around the Parent Tract or LESSOR's surrounding property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, ordinance, rule or regulation ("Hazardous Substances"). LESSOR shall hold LESSEE harmless from and indemnify LESSEE against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances on, under or around the Parent Tract or LESSOR's surrounding property or resulting from Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Parent Tract or LESSOR'S surrounding property as long as the Hazardous Substances were not generated, stored, disposed of, or transported by LESSEE or its employees, agents or contractors. The terms of this paragraph shall survive the expiration or earlier termination of this Lease Agreement.

13. EMINENT DOMAIN

If the entire Leased Premises, or such portion thereof as shall substantially interfere with or impair the usefulness of the Leased premise for the normal operation of LESSEE'S business, be taken under the power of condemnation proceedings or eminent domain, then this Lease Agreement and the tenancy hereby created shall be terminated as of the date when the LESSEE is required to yield possession thereof, and the rent shall be paid to that date.

In the event of a partial taking or condemnation which takes less than a substantial portion of the Leased Premises and LESSEE determines that the remaining portion can be operated for its intended purposes, this Lease Agreement shall continue in full force and effect.

In the event of any condemnation, taking or sale, whether whole or partial, LESSOR and LESSEE shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. The termination of this Lease Agreement shall not affect the rights of the parties with respect to such awards.

14 DEFAULT

The Lease is made upon the express condition and the parties hereto covenant and agree, that in the event the LESSEE shall fail or neglect to perform or comply with any of the covenants, terms or conditions in this Lease Agreement contained to be performed or complied with by it, including the payment of rent, and such failure or neglect shall continue for 30 (thirty) days after written notice thereof from the LESSOR, then, upon expiration of said 30 (thirty) days as above provided, the LESSOR may, at his option, deem this Lease Agreement to be canceled and terminated, and may enter upon the Leased Premises with or without


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process of law, and take possession thereof, and may bring suit for damages resulting from said default. The remedy herein set forth shall be in addition to any remedies provided by law, and any remedies otherwise specifically provided for herein.

Any default by LESSEE in the terms of this Lease Agreement not corrected within 30 (thirty) days from the date of notice of the default shall terminate the Lease Agreement and the tower and the appurtenances constructed upon or around the Leased Premises shall be immediately removed from the property. The filing of bankruptcy or receivership by LESSEE shall be considered a default upon the terms of the Lease Agreement, with no 30 (thirty) day period within to correct the default.

In the event of any default by LESSOR in the terms of this Lease Agreement not corrected within thirty (30) days after receipt of notice of the default, LESSEE shall be entitled to pursue all remedies against LESSOR provided by law.

In any action brought by either party to enforce any of the terms, covenants or conditions of this Lease Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs, including those incurred in any appellate proceeding.

15. ASSIGNMENT OF LEASE

The LESSEE may sell, assign, mortgage or transfer this Lease Agreement or sublease the Leased Premises or the improvements erected thereon, in whole or in part, without the prior written consent of the LESSOR. This shall include leasing or licensing to others the right to transmit and receive by way of the radio tower and/or the right to add additional equipment and/or buildings within the Leased Premises.

16. TITLE TO PERSONAL PROPERTY

It is hereby expressly agreed between the LESSOR and the LESSEE that although the hereinbefore described tower shall be erected upon lands of the LESSOR, and become affixed thereto, title to this structure, its appurtenances and equipment, shall remain with and be in the name of the LESSEE. Furthermore, in the event that this Lease Agreement shall be terminated at the end of the original lease term or subsequent term or by virtue of any foreclosure of any mortgage, eminent domain, default on behalf of the LESSEE, or any other reason, the LESSEE must at its expense, take down and remove said tower, buildings, and appurtenances thereto which shall be and remain the property of LESSEE.

Within ten (10) days of the expiration or earlier termination of this Lease Agreement, LESSOR may request in writing that LESSEE not remove tower, building and appurtenances thereto from the Leased Premises. If LESSOR so requests, LESSEE agrees not to remove such and further agrees to document transfer of the personal property from LESSEE to LESSOR. LESSOR shall accept the personal property "as is," without warranty or representation by LESSEE of any kind. Such transfer shall relieve LESSEE of all responsibility to remove the tower and related structures, including foundation, from the Leased Premises. Upon such transfer, LESSOR agrees to hold LESSEE harmless from any and all costs (including mediation, attorney fees and expenses) and claims, actions, damages, obligations, liabilities and liens arising from LESSOR's use and operation of the tower and related facilities.


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17. SALE OF PROPERTY

In the event LESSOR receives a bona fide offer from a third party, which it intends to accept, to purchase the Leased Premises or the Parent Tract, LESSOR shall within ten (10) days of receipt of such offer, provide to LESSEE notice of the offer together with a statement setting forth all terms and conditions of the offer. LESSEE shall have thirty (30) days from the date of receipt of notice within which to advise LESSOR that it will exercise its right of first refusal to purchase the Leased Premises and such other portions of the Parent Tract as may be required to permit LESSEE to continue operation of the improvements on the Leased Premises in accordance with applicable laws and regulations, on the same terms and conditions as those set forth in the third party offer which was made to LESSOR. Upon exercise of this right of first refusal by LESSEE, closing of the transaction shall take place within the time period set forth in the third party offer except for the time of closing shall be extended for thirty (30) days. This right of first refusal shall attach to each and every offer to purchase made by third party to LESSOR. In the event LESSEE fails to exercise its right as to any particular third party offer and the transaction contemplated by that offer fails to close for any reason, LESSEE shall have the right of first refusal as to any subsequent offers received by LESSOR. This right of first refusal shall terminate upon the bona fide sale by LESSOR to a third party provided LESSEE shall have received proper notice of the proposed sale and shall have failed to exercise its right of first refusal.

LESSOR and LESSEE hereby specifically covenant and agree that in the event the Leased Premises shall be sold, mortgaged or otherwise transferred or encumbered, any such transfer or encumbrance shall be subject to the terms and conditions of this Lease Agreement.

18. TERMINATION

This Lease Agreement may be terminated by LESSEE immediately at any time, upon giving written notice to LESSOR, if: (a) LESSEE cannot obtain all governmental certificates, permits, licenses or any other approval required and/or any easements required from any third party; or (b) any governmental certificate, permit, license or any other approval required and/or any easement required from any third party is canceled, terminated, expires or lapses; or (c) LESSOR fails to deliver any non-disturbance agreement or subordination agreement required by LESSEE; or (d) LESSOR breaches a representation or warranty contained in this Lease Agreement; or (e) LESSOR fails to have proper ownership of the Parent Tract and/or Leased Premises and/or authority to enter into this Lease Agreement; or (f) LESSEE determines that the Parent Tract contains substances of the type described in Section 12 of this Lease Agreement; or (g) LESSEE determines that the Leased Premises is not appropriate for its operations for economic, environmental or technological reasons. Such termination shall not constitute a waiver of LESSEE's rights under this Lease Agreement.

19. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):


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LESSEE:

OPM - USA
325 Interstate Blvd.
Sarasota, FL 34240

LESSOR:

George W. Hunter
P. O. Box 958
Lake City, Florida 32056

20 . MISCELLANEOUS

The parties hereto mutually covenant and agree as follows:

- (a) This Lease Agreement contains and embraces the entire agreement between the parties hereto, and neither it nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement be expressed in writing, signed and acknowledged by the LESSOR and the LESSEE, or their successors in interest. If any term, clause or provision of the Lease Agreement shall be judged to be invalid, the validity of any other clause or provision of this Lease Agreement shall not be affected thereby.
- (b) LESSEE'S obligations under this Lease Agreement are contingent upon LESSOR obtaining and delivering to LESSEE a non-disturbance agreement from any mortgagee or other lien holder. If such non-disturbance agreement is not obtained on or before the earlier of (i) ninety (90) days after LESSOR executes this Lease Agreement, or (ii) the issuance of a building permit for installation of improvements or any portion thereof, then at LESSEE'S option, all prepaid rent and deposits shall be returned to LESSEE, and LESSEE may terminate this Lease Agreement by notice to LESSOR without further liability.
- (c) This Lease Agreement and all the covenants and agreements herein contained shall extend to, bind and run in favor of the heirs, personal representatives, successors and assigns, of the parties hereto.
- (d) LESSOR and LESSEE agree that the "Memorandum of Lease" which sets forth the essential terms of this Lease Agreement shall be completed and executed and recorded in the public records of the county in which the Leased Premises are located.
- (e) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.


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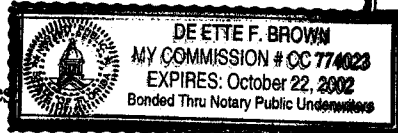
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STATE OF FLORIDA, COUNTY OF COLUMBIA, to wit:

I HEREBY CERTIFY, THAT on this 22 day of Oct 1998 before me, the subscriber, a Notary Public of the State aforesaid in and for the County aforesaid, personally appeared George W. Hunter LESSOR, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



De Ette F. Brown
Notary Public

STATE OF _____, COUNTY OF _____, to wit:

I HEREBY CERTIFY, THAT on this _____ day of _____ 1998 before me, the subscriber, a Notary Public of the State aforesaid in and for the County aforesaid, personally appeared _____ LESSOR, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

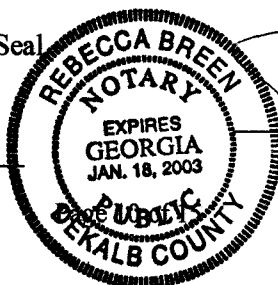
Notary Public

STATE OF ~~FLORIDA~~ ^{GA}, COUNTY OF COBB, to wit:

I HEREBY CERTIFY, THAT on this 5 day of FEB 1998 before me, the subscriber, a Notary Public of the State of Florida in and for the County aforesaid, personally appeared Jeffrey A. Ebihara Vice President of ATC GP, Inc. General Partner, LESSEE, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



Rebecca Breen
Notary Public

Rev 9/21/98

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Exhibit "A-1"

It is agreed by both parties that the proper and precise legal description for the Leased Premises and easements will be corrected, if necessary, and the correct legal description may be placed on this Exhibit "A" and/or that this Exhibit "A" may be replaced to reflect such proper and precise legal description by LESSEE unilaterally.


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