

SCANNED

LaCrosse
FL-1038A

LEASE AGREEMENT

This agreement, made this 3rd day of March, 1994 between Avis Ellis Cox hereinafter designated LESSOR and Dial Call Inc., a Delaware Corporation, hereinafter designated TENANT.

100'x100' site with 3 anchor points

1. LESSOR hereby leases to TENANT a ~~site~~ within that certain parcel of real Property, containing approximately 68.3 acres, situated in Columbia County, State of Florida, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way CR18, to the leased site, said site and right of way for access being shown enclosed within red lines on Exhibit "A" attached hereto and made a part hereof. Said leased site and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". Lessor grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent as such information relates to LESSOR's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the TENANT. The LESSOR shall permit TENANT, free ingress and egress to the Property to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the commencement date, 4-1-94, which will begin after all conditions and requirements are met in Paragraph Seven. TENANT shall pay an annual rental payment of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to Avis Ellis Cox or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. TENANT shall have the option to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

4.2

5. The annual rental for the first (1st) five (5) year extension term shall be [REDACTED]
[REDACTED] the second (2nd) five (5) year extension term shall be [REDACTED]
[REDACTED] the third (3rd) five (5) year extension term shall be [REDACTED]; and the fourth (4th) five (5) year extension term shall be [REDACTED]

6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4) five (5) year extension term.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto, consisting of a building used to shelter telecommunications equipment and an antenna support structure. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). All improvements shall be at TENANT's expense. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communication Facility. TENANT will maintain the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. In the event TENANT is unable to use the leased site and/or access easement to the leased site due to imposed zoning conditions or requirements, LESSOR hereby grants to TENANT the right to modify Exhibit "A" or Exhibit "B" in order to satisfy any imposed zoning conditions or requirements. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring test or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

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8. TENANT agrees to indemnify and save the Lessor harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of TENANT or TENANT'S agents, employees or contractors acting in the scope of TENANT's business, occurring during the term of this Agreement or any extensions in or about the Property. TENANT agrees to use and occupy the Property at its own risk and hereby releases LESSOR, its agents and employees, from all claims for any damage or injury caused by TENANT to the full extent permitted by law. LESSOR in turn agrees to indemnify and save TENANT harmless from all claims (including cost and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of LESSOR or LESSOR'S agents, employees, contractors or other tenants of LESSOR occurring during the term of this Agreement.

9. Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this lease until:

A.

In the case of a failure to pay rent or other sums due under this lease, fifteen (15) days after receipt of written notice thereof from Landlord, or;

B.

In the case of any other default, thirty (30) days after receipt of written notice thereof from Landlord; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under the Lease if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this lease without affecting its right to sue for all past due rentals, and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney, or by other legal procedures, Landlord shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred upon said collection.

10. TENANT shall, at its expense, maintain in force during the term of this Agreement, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than [REDACTED] insuring LESSOR and TENANT against all liability arising out of the use, occupancy, or maintenance of the Property and appurtenant areas. A certificate of insurance will be provided if requested.

11. TENANT shall pay annually an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Property made by TENANT. If such tax is paid by LESSOR, TENANT shall reimburse LESSOR for the amount of any such tax payment within (60) sixty days of receipt of sufficient documentation indicating the amount paid and the

calculation of TENANT'S pro-rata share. Upon written request by TENANT, LESSOR shall furnish evidence of payment of all taxes.

12. TENANT upon termination of this Agreement, shall, within a reasonable period, remove the Communications Facility, the fence, its personal property and other fixtures and restore the property occupied by TENANT to as near as practicable to its original condition, save and except normal wear and tear and acts beyond TENANT control. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

13. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the site of property leased by TENANT herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Lease Agreement and TENANT's right hereunder. LESSOR agrees not to sell, lease or use any other areas of the larger site upon which Property is situated for the placement of other communications facilities if, in TENANT's sole judgment, such other communication facilities would interfere with the facilities in use by TENANT.

14. LESSOR covenants that the TENANT shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the LESSOR, or any person claiming by, through or under the LESSOR.

15. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are not other liens, judgments or impediments of title on the Property.

16. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreement, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

17. This Lease agreement and the performance thereof shall be governed, interpreted, constructed and regulated by the laws of the State of Florida.

18. A. LESSEE shall not voluntarily assign or encumber its interest in this Lease Agreement or in the Property, or sublease all or any part of the Property, without LESSOR's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent by Lessor to assignment or subletting shall be deemed to be unreasonably withheld if the proposed assignee is of such financial standing and responsibility at the time of such assignment as to give reasonable assurance of the payment of all Rent and other amounts reserved in this Lease and compliance with all of the terms, covenants, provisions and conditions

A. L.

of this Lease. Provided any assignee or successor of LESSEE shall agree in writing to assume and perform all of the terms and conditions of this Lease on LESSEE's part to be performed from and after the effective date of such assignment, such assignment shall operate to release LESSEE of its liabilities and obligations arising hereunder after the date of such assignment.

B. Notwithstanding the provisions of the preceding Section 6A., LESSEE shall be entitled, without obtaining LESSOR's consent, to assign this Lease or to sublease the Property to any "affiliate" of Dial Call Inc., or to any partnership in which Dial Call Inc. or any "affiliate" of Dial Call Inc. participates. As used herein, an "affiliate" of Dial Call Inc., as the case may be, shall mean any entity which controls, is controlled by, or is under common control with, Dial Call Inc., as the case may be, and any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Dial Call Inc..

19. 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 to any other address that the party to be notified may have designated to the sender by like notice):

TENANT: Dial Call Inc.
1355 Peachtree St.
Suite 750
Atlanta, GA 30309

LESSOR: Avis Ellis Cox
Rt. 2 Box 758
Lake Butler, Florida 32054

20. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

21. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the property or right of way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the LESSOR, no later than ten (10) days after this lease is exercised, shall have obtained and furnished to TENANT a nondisturbance instrument in recordable form for each such mortgage.

22. LESSOR covenants and agrees that, at all times during the continuance of this Agreement, TENANT shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this lease or the leasehold's interest of the TENANT created hereby, together with all of the TENANT's right, title and interest in and to improvements hereinafter constructed, erected or

placed on the Property by TENANT, provided always that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the LESSOR, as provided herein.

23. If the whole of the Property or such portion thereof as will in TENANT'S sole judgement make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

24. TENANT, at TENANT's option, may obtain title insurance on the leased property. LESSOR, at LESSOR's expense, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company. At TENANT's option, should the LESSOR fail to provide the requested documentation within thirty (30) days of TENANT's request, or fail to provide the nondisturbance instrument(s) as noted in Paragraph 20 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received.

25. TENANT, at TENANT's option may erect either a self supporting tower or a guyed tower suitable for his proposed use. Should TENANT chose to erect a guyed tower, LESSOR grants TENANT easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower. Said easement shall extend 250 feet in all directions from the lease parcel. LESSOR grants that TENANT has the right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees limbs which may interfere with or fall upon TENANT's tower or tower's guy wires.

26. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substances generated, stored, disposed of, or transported to or over Property, as long as such substance was not stored, disposed of, or transported to or over the Property by TENANT, its agents, contractors, employees, or invitees. TENANT will be responsible for any and all damages, losses, and expenses and will indemnify LESSOR against and from any discovery by any persons of hazardous wastes generated, stored, or disposed of as a result of TENANT's equipment and uses of the aforementioned Property.

27. Following the execution of this Lease, either party, at its sole expense, shall be entitled to file the Memorandum of Lease of record in the County where the Property is located.

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

Signed, sealed and delivered in the presence of:

LESSOR

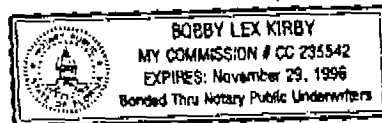
Bobby Lex Kirby
WITNESS

Chris E. Miller (Seal)

Charles Cooke
WITNESS

_____(Seal)

Bobby Lex Kirby
NOTARY PUBLIC



Signed, sealed and delivered in the presence of:

TENANT:

Estrella L. Post
WITNESS

BY: _____
TITLE _____

Abby L. Stewart
WITNESS

(CORPORATE SEAL)

Julie M. Lea
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: May 30, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

A.C.

STATE OF Florida

COUNTY OF Union

March 3, 1994

On 3rd day of March, 1994, before me, the undersigned, a Notary Public in and for said County and State personally appeared Arlis Ellis Cox known to me to be the person/persons whose name/names subscribed to within instrument and knowledge the he/she/they executed the same.

Signature

[Signature]

NAME (typed or printed)



My Commission expires _____

STATE OF _____

COUNTY OF _____, 19____

On _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____
_____ known to me to be the person/persons whose name/names subscribed to within instrument and acknowledged the he/she/they executed the same.

Signature _____

NAME (typed or printed)

My Commission expires _____

EXHIBIT A

24

CR 18

TO LAKE CITY

9770

3600 ±

CR 18

20' EASEMENT

ANCHOR

100' RICO SITE

ANCHOR

(9769)

(9766)

SU-1

TO GAINESVILLE, FL

(9772-002)

3.0 Ac.

1" = 400'

(9772-001)

NOT ASSESSED ON TAX ROLL
+ LOCATION NOT CLEAR

Township 6S, Range 17E, Section 24, Parcel (9769)
Columbia County, Florida
Property Owner: Avis Ellis Cox