

LEASE AGREEMENT
SITE: 101404 - "LakeCity-Phillips"

**
Everett A. Phillips
and
Kathy J. Phillips

THIS LEASE AGREEMENT ("Lease"), is made as of this 12 day of April, 2000, by and between ** ("Owner"), and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a Delaware limited partnership ("PrimeCo").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1. **OWNER'S PROPERTY.** Owner represents and warrants that Owner is the titleholder of that certain real property and the improvements thereon commonly known as Rt. 17, Box 907, City of Lake City, County of Columbia, State of Florida ("Owner's Property") described on the attached Exhibit "A". The parties agree that the legal description of Owner's Property may be attached by PrimeCo as part of Exhibit "A" after execution of this Lease.

2. **LEASE OF PORTION OF OWNER'S PROPERTY; EASEMENTS ACROSS OWNER'S PROPERTY.** Owner hereby leases and demises to PrimeCo a portion of Owner's Property as follows:

Existing Structure

- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for equipment of approximately square feet
- ☐ Building interior space for placement of equipment of approximately square feet
- ☐ Tower antenna space from feet above ground level to feet above ground level
- ☐ Space required for cable runs to connect equipment and antennas

Raw Land

- ☒ Real property comprised of approximately 10,000 square feet of land

in the locations shown on Exhibit "B", and Owner grants and conveys to PrimeCo nonexclusive easements across the Owner's Property including, without limitation, the improvements thereon for (i) unrestricted access thereto and parking thereon seven (7) days a week, twenty-four (24) hours a day and (ii) installation, location, operation and maintenance of cable runs and utilities including, without limitation, telephone and electric utilities (the portion of Owner's Property leased to PrimeCo and the access, cable run and utility easements being collectively referred to herein as the "Leased Property"). Owner and PrimeCo agree that the Leased Property including, without limitation, the access, cable run and utility easements, may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at PrimeCo's expense. Such survey and/or construction drawings shall then replace Exhibit "B" and become a part hereof and shall control the description of the Leased Property if a discrepancy exists between the description contained in this Paragraph 2 and the survey and/or construction drawings.

3. **USE OF THE LEASED PROPERTY.** PrimeCo and its sublessees and/or licensees may use the Leased Property for any lawful purpose including, without limitation, the installation, removal, securing, repair, replacement, maintenance and operation of communications facilities which may include personal communications service, cellular, paging, radio, cable, and other communications facilities comprised of, without limitation, antenna arrays, dishes, cables, wires, equipment shelters, buildings, electronics equipment, generators, fencing, utility transformers and lines, cable runs, grounding systems, accessories and, if the Leased Property contains unimproved real property, communications towers, all as may be modified, added to or substituted from time to time. Further, during the Feasibility Period, as hereinafter defined, and throughout the Lease term, as may be extended, PrimeCo and its sublessees and/or licensees shall have the right to conduct Feasibility Tests on the Leased Property and Owner's Property.

4. **FEASIBILITY PERIOD.** From the date that this Lease has been executed by both Owner and PrimeCo ("Execution Date") until the date that is the earlier of (i) one hundred twenty (120) days after the Execution Date or (ii) the date that PrimeCo commences installation of PrimeCo's communication facilities on the Leased Property ("Commencement Date") (such period from the Execution Date to the Commencement Date being referred to herein as the "Feasibility Period"), PrimeCo, its agents and contractors shall have the right to enter upon the Owner's Property to conduct tests and studies (collectively, "Feasibility Tests"), at PrimeCo's expense, to determine the suitability of the Leased Property for PrimeCo's communication facilities and intended use. The Feasibility Tests may include, without limitation, surveys, soils tests, environmental assessments and radio wave propagation measurements. In consideration of Owner granting PrimeCo the right to conduct Feasibility Tests during the Feasibility Period, PrimeCo agrees to pay Owner the sum of [REDACTED] within thirty (30) days of the Execution Date. If PrimeCo determines, in PrimeCo's sole and absolute discretion, that the Leased Property is not suitable for PrimeCo's communications facilities or intended use after conducting any of such Feasibility Tests, PrimeCo shall have the right to terminate this Lease in accordance with the provisions of Paragraph 8. During the Feasibility Period, the provisions of this Lease shall be in effect except that the lease term and obligation to pay rent shall not have commenced.

5. **TERM; AND EXTENSIONS.**

A. **Initial Term.** This Lease shall be for an initial term of 5 (five) years () months beginning on the Commencement Date.

B. **Extensions.** PrimeCo shall have the right to extend the term of this Lease on the same terms and conditions (other than the annual rent which shall escalate in accordance with the provisions of Paragraph 6) for 5 (five) additional, successive five (5) year extension periods after the initial term expires. This Lease shall automatically be extended for the next successive extension period at the end of the then-current term unless PrimeCo gives Owner written notice of PrimeCo's intention not to extend this Lease before the end of the then-current term.

C. **Continuation After Expiration of Extension Periods.** If this Lease is in effect immediately prior to the expiration of the last extension period provided for herein, this Lease shall continue in effect upon the same terms and conditions (other than annual [REDACTED] with the provisions of Paragraph 6) for a further period of one (1) year, and for additional one (1) year periods thereafter, until and unless terminated by either

party by giving the other party at least ninety (90) days prior written notice of its intention to so terminate.

6. **RENT.** Rent shall be paid annually in advance beginning on the Commencement Date and on each anniversary thereof to Owner at the address set forth for notices in Paragraph 23 or to such other address as Owner may advise PrimeCo, in writing, pursuant to the notice provisions of Paragraph 23 at least sixty (60) days prior to any rent payment date. If PrimeCo has not commenced the installation of PrimeCo's communications facilities on the Leased Property as of the Commencement Date, the annual rent shall be [REDACTED] from the Commencement Date until the first day of the month following the commencement of installation of PrimeCo's communications facilities on the Leased Property, partial years prorated. The annual rent shall [REDACTED] partial years prorated, (i) as of the Commencement Date, if PrimeCo has commenced the installation of PrimeCo's communications facilities on the Leased Property as of the Commencement Date or (ii) as of the first day of the month following the commencement of the installation of PrimeCo's communications facilities on the Leased Property, if PrimeCo installs PrimeCo's communications facilities on the Leased Property after the Commencement Date. Within thirty (30) days of the date that PrimeCo commences installation of PrimeCo's communications facilities on the Leased Property, PrimeCo shall notify Owner, in writing, of the date PrimeCo commenced such installation and shall pay any increased pro rata rental amount. The annual rent for each and every extension period provided in Paragraph 5.B. shall be the annual rent in effect for the final year of the prior term or extension period, as applicable, [REDACTED]

[REDACTED] If, after the expiration of all extension periods provided in Paragraph 5.B., this Lease continues in effect pursuant to the provisions of Paragraph 5.C., the annual rent shall be an amount equal to the annual rent in effect for the immediately preceding one [REDACTED]

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7. **APPROVALS; UTILITIES.** PrimeCo, at PrimeCo's expense, shall be responsible for (i) obtaining all licenses, certificates, permits and other approvals required by any federal, state or local governmental or quasi-governmental authority or landowner for PrimeCo's and its sublessees' and/or licensees' use of the Leased Property and/or operation of their respective communications facilities thereon (collectively, "Approvals") and (ii) installing new utilities or upgrading existing utilities on the Leased Property and across the Owner's Property and paying for all utilities consumed by PrimeCo and its sublessees and/or licensees at the Leased Property. PrimeCo and its sublessees and/or licensees shall either separately meter or sub-meter all utilities consumed by PrimeCo and its sublessees and/or licensees. Owner agrees to cooperate with PrimeCo and its sublessees and/or licensees in obtaining and/or maintaining, at no expense to Owner, such Approvals, utility services and easements required for PrimeCo's and its sublessees' and/or licensees' proposed use of the Leased Property and/or operation of their respective communications facilities therein, including, without limitation, the execution of all documents required for such Approvals, utility services and easements.

8. **TERMINATION.** PrimeCo shall have the right to terminate this Lease at any time without further liability hereunder if PrimeCo determines, in PrimeCo's sole and absolute discretion, that any one (1) or more of the following is occurring or has occurred:

A. **Approvals and/or Easements Not Obtainable.** All Approvals and/or easements for PrimeCo's intended use of, or

operation or construction of its communications facilities on, the Leased Property cannot be obtained; or

B. **Approvals and/or Easements Cancelled.** Any Approval and/or easement for PrimeCo's intended use of, or operation or construction of its communications facilities on, the Leased Property is canceled, withdrawn, terminated or denied or expires or lapses; or

C. **Re-allocation of Frequencies.** The Federal Communications Commission changes or re-allocates the frequencies at which PrimeCo may operate its communications facilities which renders PrimeCo's operation of its communications facilities on the Leased Property obsolete; or

D. **Operations Unprofitable.** PrimeCo's operation of its communications facilities on the Leased Property become unprofitable to PrimeCo; or

E. **Ownership; Authority.** Owner does not have legal or sufficient ownership of the Leased Property or the authority to enter into this Lease; or

F. **Hazardous Materials.** The Owner's Property contains a Hazardous Material, as defined in Paragraph 14; or

G. **Title.** The status of the title to the Leased Property is unacceptable; or

H. **Nondisturbance Agreement.** PrimeCo is unable to obtain a nondisturbance agreement pursuant to Paragraph 24.H. within thirty (30) days of PrimeCo's initial request for any such nondisturbance agreement; or

I. **Feasibility.** Based on the results of any Feasibility Tests, whether conducted prior to or after the commencement of the term of this Lease, the Leased Property is not suitable for PrimeCo's intended use or the operation or construction of its communications facilities; or

J. **Technological Reasons.** PrimeCo no longer desires to operate its communications facilities on the Leased Property for technological reasons including, without limitation, changes in equipment and system design or usage patterns or obsolescence.

PrimeCo may terminate this Lease by giving Owner written notice thereof in accordance with the provisions of Paragraph 23. If PrimeCo elects to terminate this Lease pursuant to this Paragraph 8, this Lease shall terminate as of the date set forth in the notice of [REDACTED]

9. **ASSIGNMENT; SUBLEASE; LICENSE.** PrimeCo shall have the right to (i) assign this Lease and/or (ii) sublease and/or license all or any portion of the Leased Property, its communications facilities, and/or any improvements on the Leased Property.

10. INDEMNIFICATION AND INSURANCE

A. **Indemnification by PrimeCo.** Subject to Paragraph 10.E., PrimeCo hereby agrees to indemnify and hold Owner and Owner's partners, affiliates, agents and employees harmless from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses including, without limitation, reasonable attorneys fees and costs resulting from (i) personal injury or property damage arising out of the acts or

omissions of PrimeCo, its agents and/or employees on the Leased Property, excepting however, such liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses as may be due to or caused solely by the acts or omissions of Owner, its employees or agents; and/or (ii) PrimeCo's breach of any covenants or provisions of this Lease to be observed or performed by PrimeCo and failure to cure such breach after the expiration of all applicable cure periods.

B. Indemnification by Owner. Subject to Paragraph 10.E., Owner hereby agrees to indemnify and hold PrimeCo and PrimeCo's partners, affiliates, agents and employees harmless from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses, including, without limitation, reasonable attorneys fees and costs resulting from (i) personal injury or property damage arising out of the acts or omissions of Owner, its agents and/or employees on the Owner's Property, excepting, however, such liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses as may be due to or caused solely by the acts or omissions of PrimeCo, its employees or agents; and/or (ii) Owner's breach of any covenants or provisions of this Lease to be observed or performed by Owner and failure to cure such breach after the expiration of all applicable cure periods.

C. PrimeCo's Insurance. PrimeCo shall carry commercial general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name Owner as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Owner of any cancellation of such policy. On or before the Commencement Date, PrimeCo shall deliver to Owner a certificate evidencing that such insurance is in effect, and, thereafter, PrimeCo shall deliver to Owner a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Owner's request for such certificate. Any insurance required to be provided by PrimeCo under this Paragraph 10.C. may be provided by a blanket insurance policy covering the Leased Property and other properties of PrimeCo, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. PrimeCo may also fulfill its requirements under this Paragraph 10.C. through a program of self-insurance. If PrimeCo elects to self-insure, PrimeCo shall furnish Owner with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of PrimeCo herein.

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E. Waiver of Subrogation. Each hazard insurance policy carried by or on behalf of Owner insuring the improvements comprising a portion of the Leased Property or located on Owner's Property and each hazard insurance policy carried by or on behalf of PrimeCo insuring PrimeCo's communications facilities located on the Leased Property shall provided standard extended coverage including, without limitation, coverage against losses by fire. Each such policy shall be written to provide that the insurance company waives all rights of recovery by way of subrogation that it may have against Owner or PrimeCo in connection with any loss or damage covered by such policy. Each party further agrees and hereby releases the other party with respect to any claim (including a claim for negligence) which such party may have against the other party for loss, damage or destruction of, or liability for damages to, the property of the other occurring during the term of this Lease, as may be extended, and normally covered under a fire insurance policy with extended coverage. Notwithstanding anything contained in this Lease to the contrary, the provisions of this Paragraph 10.E. shall control.

11. EVENT OF DEFAULT BY PRIMECO.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by PrimeCo:

(i) The failure by PrimeCo to make any payment of rent or any other payment required to be made by PrimeCo hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to PrimeCo.

(ii) The failure by PrimeCo to observe or perform any of the covenants or provisions of this Lease to be observed or performed by PrimeCo, other than as specified in Paragraph 11.A.(i), where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to PrimeCo; provided, however, that it shall not be an Event of Default by PrimeCo if PrimeCo commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) A voluntary or involuntary petition in bankruptcy is filed by or against PrimeCo, or PrimeCo becomes insolvent (meaning, unable to pay its debts as they become due), or PrimeCo makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Event of Default. If an Event of Default by PrimeCo occurs, in addition to any other remedies available to Owner at law or in equity, Owner shall have the right to terminate this Lease and all rights of PrimeCo hereunder by giving PrimeCo written notice thereof. However, if an Event of Default by PrimeCo occurs, Owner shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-ent the Leased Property and/or remove persons or property from the Leased Property.

12. EVENT OF DEFAULT BY OWNER.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by Owner:

(i) The failure by Owner to make any payment required to be made by Owner hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by PrimeCo to Owner.

(ii) The failure by Owner to eliminate or cause the elimination of any interference within the ten (10) day time period provided in Paragraph 19.B.

(iii) The failure by Owner to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Owner, other than as specified in Paragraphs 12.A.(i) or 12.A.(ii), where such failure continues for a period of thirty (30) days after written notice thereof is given to Owner; provided, however, that it shall not be an Event of Default by Owner if Owner commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iv) If Owner defaults or an event of default occurs under any mortgage, deed of trust, any lease under which Owner holds title to any portion of Owner's Property, or any other similar encumbrance and such default or event of default affects PrimeCo's and/or its sublessees' and/or licensees' use of the Leased Property or the operation of PrimeCo's and/or its sublessees' and/or licensees' communications facilities on the Leased Property.

(v) A voluntary or involuntary petition in bankruptcy is filed by or against Owner, or Owner becomes insolvent (meaning, unable to pay his, her or its debts as they become due), or Owner makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Default. If an Event of Default by Owner occurs, in addition to any other remedies available to PrimeCo at law or in equity, PrimeCo shall have (i) the right to terminate this Lease and all rights of Owner hereunder by giving Owner written notice thereof and/or (ii) the right, but not the obligation, to cure such default and offset against any rent or any other amounts payable by PrimeCo to Owner pursuant to this Lease, or require Owner to reimburse to PrimeCo within ten (10) days of PrimeCo giving Owner written notice thereof, the costs of curing such default.

If PrimeCo elects to terminate this Lease pursuant to this Paragraph 12.B., Owner shall reimburse to PrimeCo any prepaid rent pursuant to the provisions of Paragraph 6.

13. SALE OR TRANSFER BY OWNER. Should Owner, at any time during the term of this Lease, as may be extended, sell, lease, transfer or otherwise convey all or any portion of Owner's Property to any transferee other than PrimeCo, such sale, lease, transfer or other conveyance shall be subject to this Lease and all of PrimeCo's rights hereunder.

14. HAZARDOUS SUBSTANCES. Owner represents and warrants that (i) no portion of the Site constitutes protected wetland or any similar environmentally critical area, (ii) no Hazardous Substances are located in, upon or under the Site and (iii) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Site or on other lands owned by Owner and immediately next to the Site. For purpose of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic, or

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dangerous in any applicable federal, state, or local law or regulation. Owner and PrimeCo each represent and covenant to the other that neither will cause contamination of the Site by any Hazardous Substances brought in or upon the Site or on adjacent lands. Each party to this agreement agrees to indemnify and hold the other harmless from any cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees, and court or administrative proceedings) incurred by the other on account of contamination of the Site by any Hazardous Substance.

15. CONDEMNATION.

A. Entire Condemnation. In the event the whole of Owner's Property, including, without limitation, the Leased Property, shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

B. Partial Condemnation. In the event any portion of the Leased Property shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, Owner agrees that PrimeCo may use and/or construct upon an alternate portion of Owner's Property which is equally suitable for PrimeCo's purposes, provided such alternate portion is available. The location of the alternate portion of Owner's Property to which PrimeCo may relocate shall be determined by Owner and may be upon any portion of Owner's Property (or other property owned or controlled by Owner), provided that such alternate portion of Owner's Property is equally suitable for PrimeCo's intended uses, as determined in PrimeCo's sole and absolute discretion. Owner shall designate an alternate portion of Owner's Property to which PrimeCo may relocate prior to the taking, condemnation or sale. If an alternate portion of Owner's Property is available and such alternate portion of Owner's Property is acceptable to PrimeCo, in PrimeCo's sole and absolute discretion, Owner and PrimeCo shall enter into an amendment to this Lease designating such alternate portion of Owner's Property as the Leased Property. In the event no alternate portion of the Owner's Property is equally suitable for PrimeCo's intended uses, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

C. Condemnation Award. Owner shall receive the entire condemnation award for the land and such other improvements as are owned by Owner, and PrimeCo hereby expressly assigns to Owner any and all right, title and interest of PrimeCo now or hereafter arising in and to any such award. PrimeCo shall have the right to recover from such authority, but not from Owner, any compensation as may be awarded to PrimeCo on account of PrimeCo's leasehold interest, moving and relocation expenses, interruption of business and depreciation to and removal of the personal property and fixtures of PrimeCo.

16. FIRE OR OTHER CASUALTY.

A. Owner's Obligation to Repair, Restore and/or Reconstruct. If any building, tower, structure or other improvement leased to PrimeCo as part of the Leased Property, or any access thereto, is damaged or destroyed by a casualty covered by the

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insurance required to be carried by Owner hereunder. Owner, at Owner's expense, shall promptly commence and diligently prosecute to completion appropriate repairs, restoration and/or reconstruction and this Lease shall continue in full force and effect. Notwithstanding the preceding sentence, if any building, tower, structure or other improvement leased to PrimeCo as part of the Leased Property, or any access thereto, is damaged to the extent of more than one half (1/2) of its replacement cost or to any substantial extent by a casualty not covered by Owner's insurance, Owner, within ten (10) days after the casualty, shall deliver written notice to PrimeCo of Owner's election (i) not to repair, restore and/or reconstruct such improvements or any access thereto but to designate an alternate portion of Owner's Property on which PrimeCo may relocate in accordance with Paragraph 16.B. or (ii) to repair, restore and/or reconstruct such improvements or any access thereto. If, as a result of any such casualty, the Leased Property becomes totally or partially unusable by PrimeCo, rent shall abate during the period of repair, restoration and/or reconstruction in the same proportion to the total rent as the portion of the Leased Property rendered unusable bears to the entire Leased Property.

B. Alternate Site. Owner agrees that during any period of repair, restoration and/or reconstruction or for the balance of the term of this Lease, as may be extended, if Owner elects not to repair, restore and/or reconstruct such improvements or any access thereto, PrimeCo may use and/or construct upon an alternate portion of Owner's Property which is equally suitable for PrimeCo's purposes, provided such alternate portion is available. The exact portion of Owner's Property to which PrimeCo may relocate shall be determined by Owner and may be upon any portion of Owner's Property (or other property owned or controlled by Owner), provided that such alternate portion of Owner's Property is equally suitable for PrimeCo's intended uses as determined by PrimeCo in PrimeCo's sole and absolute discretion. Owner shall designate a temporary, alternate portion of Owner's Property to which PrimeCo may relocate within twenty-four (24) hours of the casualty and will designate a permanent portion of Owner's Property to which PrimeCo may relocate in any notice to PrimeCo that Owner does not intend to repair, restore and/or reconstruct such improvements, or any access thereto. If an alternate portion of Owner's Property is available and such alternate portion of Owner's Property is acceptable to PrimeCo, in PrimeCo's sole and absolute discretion, Owner and PrimeCo shall enter into an amendment to this Lease designating such alternate portion of Owner's Property as the Leased Property (i) until the repairs, restoration and/or reconstruction is complete or (ii) permanently if Owner does not intend to repair, restore and/or reconstruct such improvements or any access thereto.

C. PrimeCo's Right to Terminate. PrimeCo may terminate this Lease by giving Owner written notice of termination if: (i) Owner undertakes the repair, restoration and/or reconstruction of such improvements or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within forty-five (45) days after the casualty; (ii) Owner notifies PrimeCo of Owner's intention not to repair, restore and/or reconstruct such improvements; (iii) Owner fails to deliver to PrimeCo the written notice required under Paragraph 16.A. within ten (10) days after the casualty; or (iv) PrimeCo does not approve any alternate portion of Owner's Property. If PrimeCo elects to terminate this Lease pursuant to this Paragraph

Owner and PrimeCo arising after the date of termination shall terminate.

17. LIENS.

A. Mechanics' Liens. PrimeCo shall keep the Leased Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for

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PrimeCo. PrimeCo shall, within twenty (20) days of PrimeCo's receipt of written notice of the imposition of any such lien, (i) cause the same to be released of record by payment or (ii) deliver to Owner

amount of the lien. Upon delivery of the bond to Owner, PrimeCo may contest the validity of the lien. Once the lien is released of record, any bond provided by PrimeCo to Owner shall be released and returned to PrimeCo. No work which Owner permits PrimeCo to perform on the Leased Property shall be deemed to be for the use or benefit of Owner so that no mechanics or other lien shall be allowed against the estate of Owner by reason of its consent to such work. Owner shall have the right to post notices that it is not responsible for payment for any such work.

B. Landlord's Lien. Owner disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in PrimeCo's and/or its sublessees' and/or licensees' communications facilities, equipment, improvements, fixtures and other property.

18. TAXES; MAINTENANCE.

A. Taxes. PrimeCo shall be responsible for paying all personal property taxes assessed directly upon PrimeCo's communications facilities located on the Leased Property. Owner shall be responsible for paying all personal property taxes assessed directly upon any improvements owned by Owner and located on the Owner's Property. Owner also shall be responsible for paying all real property taxes assessed directly upon the Owner's Property including, without limitation, the Leased Property; provided, however, if any portion of PrimeCo's communications facilities is assessed as real property rather than as personal property, PrimeCo shall be responsible for paying to Owner, within thirty (30) days of PrimeCo's receipt of written notice thereof, the portion of the real estate taxes attributable to PrimeCo's communications facilities and Owner shall pay such taxes to the appropriate governmental authorities upon receipt of such funds from PrimeCo. PrimeCo shall pay to Owner, all sales taxes levied against the annual rent paid by PrimeCo to Owner, and Owner shall pay such sales taxes to, and file all required forms with, the appropriate governmental authorities upon receipt of such sales taxes from PrimeCo. Owner shall be responsible for paying all income taxes levied against Owner's income derived from the Leased Property.

B. Maintenance. PrimeCo, at PrimeCo's expense, shall be responsible for maintaining, repairing and replacing PrimeCo's communications facilities located on the Leased Property and shall cause its sublessees and/or licensees to maintain, repair and replace their respective communications facilities located on the Leased Property. Owner, at Owner's expense, shall be responsible for maintaining, repairing and replacing the Owner's Property and the improvements located thereon except for the communications facilities of PrimeCo and its sublessees and/or licensees. All maintenance, repairs, and replacements required pursuant to this Paragraph 18.B. shall be performed in a good and workmanlike manner and shall be in compliance with all Governmental Laws, as defined in Paragraph 24.C.

19. QUIET ENJOYMENT AND NON-INTERFERENCE.

A. Quiet Enjoyment. Owner represents, warrants and agrees that PrimeCo, upon paying the rent and performing the covenants and provisions in this Lease to be observed or performed by PrimeCo shall peaceably and quietly have and enjoy the Leased Property.

B. Interference. Owner hereby grants to PrimeCo, as a primary inducement to PrimeCo's entering into this Lease, the first priority right to install PrimeCo's and its sublessees' and/or licensees' communications facilities on Owner's Property. From time to time, Owner may grant to other entities the right to install and/or operate communications facilities on portions of Owner's Property not leased to PrimeCo; provided, however Owner shall not allow or permit the installation or operation of communications facilities by other occupants to interfere with the operation or use of PrimeCo's or its sublessees' and/or licensees' communications facilities as they exist at the time of such other occupant's installation or as they may be modified, added to, or substituted at any time, or from time to time, during the term of this Lease, as may be extended. Further, Owner shall not cause, permit or allow any other use of, or condition on, Owner's Property which interferes with or impairs (i) the communications facilities or signal strength of PrimeCo or its sublessees and/or licensees from the Leased Property or (ii) the use of the Leased Property by PrimeCo and/or its sublessees and/or licensees. If any such interference occurs, Owner agrees to eliminate or cause the elimination of such interference with PrimeCo's or its sublessees' and/or licensees' operations of their respective communications facilities or signal strengths or use of the Leased Property within ten (10) days after Owner's receipt of PrimeCo's written notice of such interference and, if necessary, to cause the interfering party to cease its operations. Except in cases of emergency, Owner shall not have access to the Leased Property unless accompanied by PrimeCo personnel.

20. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.

A. Personal Property. The communications facilities, equipment, improvements, fixtures and other property of PrimeCo and its sublessees and/or licensees on the Leased Property shall be and remain the personal property of PrimeCo and/or its sublessees and/or licensees, even though some of it may be permanently affixed to the land, and PrimeCo and its sublessees and/or licensees shall be entitled to take or remove all or any portion of their respective communications facilities, equipment, improvements, fixtures and other property from the Leased Property without any hindrance by, through or under Owner or the holder of any mortgage, deed of trust, ground lease or other encumbrance. At the termination or expiration

repaired any damage caused by such removal, and shall otherwise surrender the Leased Property at the expiration of the term, as may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. Any of PrimeCo's or its sublessees' and/or licensees' communications facilities, equipment, improvements, fixtures and other property that has not been removed from the Property within thirty (30) days of the termination or expiration of this Lease shall be deemed abandoned by

B. Presentation of Claims. Any claims relating to the condition of the Leased Property must be presented by Owner in writing to PrimeCo within thirty (30) days after the termination or expiration of this Lease or Owner shall be deemed to have irrevocably waived any and all such claims.

21. BROKERS. Owner and PrimeCo each represent and warrant to the other that he, she or it has not negotiated with any broker or agent, real estate or otherwise, in connection with this Lease. Owner and PrimeCo each agree that, if any claim is made

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against the other for a broker's or agent's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold harmless the other party from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses, including, without limitation, reasonable attorneys fees incurred in connection therewith and shall defend such action by legal counsel reasonably acceptable to the indemnified party.

22. ESTOPPEL CERTIFICATES.

A. Owner. Owner, at the request of PrimeCo, shall provide PrimeCo with a certificate stating: (i) whether Owner has any claim against PrimeCo and if so, stating the nature of such claim; (ii) that Owner recognizes PrimeCo's ownership of PrimeCo's communications facilities and other property; (iii) that PrimeCo has the right to remove PrimeCo's communications facilities and other property from the Leased Property notwithstanding that such may be considered a fixture under local law; (vi) that an Event of Default by PrimeCo has not occurred or would not occur with the giving of notice and/or the passage of time; and (v) that Owner has no interest in and disclaims any interest to PrimeCo's communications facilities and other property.

B. PrimeCo. PrimeCo, at the request of Owner, shall provide Owner with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to PrimeCo's knowledge, any set-offs, or defenses exist against the enforcement of any of the agreements, terms, covenants or conditions hereof to be performed or complied with by PrimeCo (and if so specifying the same); and (iii) the date through which the rent has been paid.

23. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if (i) delivered by messenger at the address of the intended recipient, (ii) sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or (iii) deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested). Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger, on the day after the day of deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States Mail, as the case may be.

PrimeCo:

PrimeCo Personal Communications, Limited Partnership
100 Tampa Oaks Blvd., Suite 450
Temple Terrace, Florida 33637
ATTN: Site Development Manager
Telephone [REDACTED]

With a copy to:

Associate General Counsel
PrimeCo Personal Communications, Limited Partnership
100 Tampa Oaks Blvd., Suite 450
Temple Terrace, Florida 33637
Telephone [REDACTED]

Owner:

see next page

Owner:
Everett Phillips
Rt. 17, Box 907
Lake City, Florida 32055
[REDACTED]

Telephone:

Any party may change his, her or its address for notice purposes by giving notice in accordance with this Paragraph 23.

24. MISCELLANEOUS PROVISIONS.

A. Title; Undisclosed Liens. Owner represents, warrants and agrees that Owner is seized of good and sufficient title to and interest in the Owner's Property and has full authority to enter into and execute this Lease and no undisclosed liens, judgments or impediments of title exist on Owner's Property that would affect this Lease.

B. Entire Lease; Amendments. This Lease, including the exhibits and attachments which are attached hereto and incorporated herein by this reference, incorporates all agreements and understandings between Owner and PrimeCo. No verbal agreements or understandings shall be binding upon either Owner or PrimeCo, and any addition, amendment, variation or modification to this Lease shall be ineffective unless made in writing and signed by Owner and PrimeCo.

C. Compliance with Governmental Laws. Owner represents, warrants and agrees that throughout the term of this Lease, as may be extended, the Owner's Property including, without limitation, the Leased Property and all improvements thereon, other than improvements owned by PrimeCo or its sublessees and/or licensees, shall be in compliance with all laws, codes, and regulations of all federal, state and local governmental or quasi-governmental authorities (collectively, "Governmental Laws"). Subject to Owner's compliance with the terms of this Paragraph 24.C., PrimeCo agrees that any improvements constructed on the Leased Property by PrimeCo and/or its sublessees and/or licensees and the operation of the communications facilities of PrimeCo and/or its sublessees and/or licensees on the Leased Property shall be in compliance with all Governmental Laws.

D. Governing Law. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Leased Property is located.

E. Benefit. This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Property and to run with the Owner's Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

F. Covenants and Conditions. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

G. Construction. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and has executed this Lease only after such review and negotiation. The language of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

H. Nondisturbance Agreement. At Owner's option, this Lease shall be subordinate to any mortgage, deed of trust, ground lease or other encumbrance which from time to time may encumber all or any part of the Owner's Property, provided that every such mortgagee, beneficiary, trustee, or other holder having rights thereunder agrees to recognize (in writing and in a form acceptable to PrimeCo's counsel) the validity of this Lease and PrimeCo's right to remain in occupancy and have access to the Leased Property as long as PrimeCo is not in default of this Lease, in the event of a foreclosure or the exercise of any other remedies under any such mortgage, deed of trust, ground lease or other encumbrance. PrimeCo shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Lease, any mortgage, deed of trust, ground lease or other similar encumbrance affects Owner's Property, Owner agrees to use its best efforts in assisting and cooperating with PrimeCo to obtain from the holder of such mortgage, deed of trust, ground lease, or other encumbrance a written agreement that PrimeCo shall not be disturbed in its possession, use and enjoyment of the Leased Property as long as an Event of Default by PrimeCo has not occurred hereunder.

I. Severability. If any portion of this Lease is declared by an arbitrator or arbitrators to be invalid or unenforceable, such portion shall be deemed modified to the extent necessary in such arbitrator's or arbitrators' opinion to render such portion enforceable, and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

J. Enforcement. If either party institutes any action or proceeding in arbitration to enforce any provision hereof, or any action for damages for any alleged breach of any provision hereof, the prevailing party in such action or proceeding, in addition to any other award given by the arbitrator(s), shall be entitled to receive from the non-prevailing party such amount as the arbitrator(s) may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.

K. Injunctive Relief. In addition to the other remedies provided for in this Lease, any party shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

L. Headings. The captions of the Paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

M. Lighting of Communications Facilities. If any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other governmental agency or body require or recommend the lighting and/or marking of PrimeCo's or its sublessees' and/or licensees' communications facilities or the improvements upon which such communications facilities are located including, without limitation, any building, tower or other improvements comprising a portion of the Leased Property, Owner agrees that PrimeCo, at PrimeCo's expense, may install and maintain such lighting or markings. PrimeCo, however, shall not be responsible for the installation or maintenance of any lighting or markings required by the operations of Owner or Owner's other tenants and/or licensees.

N. Memorandum of Lease. Concurrently with the execution of this Lease, Owner shall execute before a notary and deliver to PrimeCo for recording a "Memorandum of Lease Agreement," also referenced as "Short Form Lease," in the form of the attached Exhibit "C". Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of the jurisdiction in which such Memorandum is recorded.

O. Survival. The obligations of each party to indemnify, hold harmless, and defend the other party shall survive the expiration or termination of this Lease.

P. Counterparts. This Lease may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signature on behalf of all parties hereto appear on each counterpart hereof, and it shall be sufficient if the signature on behalf of all parties hereto appear on one (1) or more counterparts. All counterparts shall collectively constitute a single agreement.

Q. Number of Antennas. If the Leased Property includes tower space, PrimeCo shall have the right to install nine (9) antennas and nine (9) cable lines in such tower space. Throughout the Lease term, as may be extended, Owner shall reserve load capacity on the tower on which such tower space is located to accommodate PrimeCo's nine (9) antennas and nine (9) cable runs if PrimeCo, at any time or from time to time, installs less than nine (9) antennas and nine (9) cable lines.

R. Arbitration. Any controversy or claim arising out of or relating to this Lease, or the breach of this Lease, shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and non-appealable.

25. ADDITIONAL TERMS.

See Notes regarding ACCESS EASEMENT

IN WITNESS WHEREOF, the parties have executed this Lease pursuant to due authority.

OWNER:

By: Everett A. Phillips
Name: Everett A. Phillips
Title: Owner
S.S./Tax No. [REDACTED]
Address: Rt. 17, Box 907
Lake City, Florida 32055

By: Kathy J. Phillips
Name: Kathy J. Phillips
Title: Owner
Address: Rt. 17, Box 907
Lake City, Florida 32055

Date: April 12, 2000

Witnesses:

By: Gene McMur
Name: Gene McMur

By: Geetha Murthy
Name: GEETHA MURTHY

☒ See Attachment "S" for continuation of Owner signatures.

PRIMECO:
PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership, dba Verizon Wireless

By: [Signature]
Name: [REDACTED]
Title: [REDACTED]
Address: 100 Tampa Oaks Blvd., Suite 450
Temple Terrace, Florida 33637

Date: 5/16/00

Witnesses:

By: Andy A Cochran
Name: Andy A Cochran

By: [Signature]
Name: [REDACTED]

ATTACHMENT "S"
LEASE AGREEMENT
CONTINUATION OF OWNER SIGNATURES

SITE ID: 101404-1

"OWNER"

By: Kathy J. Phillips

Its: OWNER

S.S./Tax [REDACTED]
No: [REDACTED]

By: _____

Its: _____

S.S./Tax _____
No: _____

By: _____

Its: _____

S.S./Tax _____
No: _____

By: _____

Its: _____

S.S./Tax _____
No: _____

By: _____

Its: _____

S.S./Tax _____
No: _____

Witnesses:
(1) Margaret Fulton
Margaret Fulton
(PRINT NAME SIGNED ABOVE)
(2) Terri Phillips
Terri Phillips

(PRINT NAME SIGNED ABOVE)

Witnesses:
(1) _____

(PRINT NAME SIGNED ABOVE)
(2) _____

(PRINT NAME SIGNED ABOVE)

Witnesses:
(1) _____

(PRINT NAME SIGNED ABOVE)
(2) _____

(PRINT NAME SIGNED ABOVE)

Witnesses:

(1) _____

(PRINT NAME SIGNED ABOVE)

(2) _____

(PRINT NAME SIGNED ABOVE)

Witnesses:

(1) _____

(PRINT NAME SIGNED ABOVE)

(2) _____

(PRINT NAME SIGNED ABOVE)

<i>KJP</i>
OWNER INITIALS
<i>MP</i>
PRIMECO INITIALS

ADDENDUM TO LEASE AGREEMENT

Site No.: 101404 "Lake City-Phillips"

This is an Addendum dated April 12, 2000, to the Lease Agreement dated April 12, 2000 between Everett A. & Kathy J. Phillips, ("Owner") and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, d/b/a/ VERIZON WIRELESS("PrimeCo") and is made a part thereof. In the event that any provision of this Addendum conflicts with any provision of the Lease Agreement, the provision of this Addendum shall prevail.

1. Paragraph 2 is hereby modified by the addition of the following language thereto:

The parties acknowledge that the Owner's Property consists of multiple lots as shown in Exhibit A to the Lease Agreement ("Agreement"). The communications facilities, equipment, improvements, fixtures and other property of PrimeCo are to be located upon lot(s) see # 1 as shown on Exhibit B to the Agreement PrimeCo is additionally granted a twenty foot (20') wide ingress and egress easement across lot(s) see # 2 as shown on Exhibit B. In the event Owner should develop the lot(s) over which said easement of ingress and egress is located, then Owner shall have the right, at Owner's sole cost and expense, to relocate said easement, provided that such relocation does not interfere with PrimeCo's operation on the Property. In the event that the relocation of the easement requires the cessation of operations by PrimeCo on the Owner's Property, the payment of rent therefore by PrimeCo to Owner shall abate for such period, and Owner shall immediately refund any rent paid in advance.

- 2.

Paragraph 3 is hereby modified by the addition of the following language thereto:

The parties acknowledge of Owner's business practice of removing dirt for use in his construction business from the lot(s) upon which PrimeCo's communications facilities, equipment, improvements, fixtures and other property are located. The location of the area from which dirt is removed ("Dirt Pull") is designated on Exhibit B. The Owner specifically covenants and agrees not to remove soil from an area around the communications facilities, equipment, improvements, fixtures and other property with a diameter of no less than ~~one hundred feet (100')~~ depicted on Exhibit B hereto.

Sixty feet 60'
EDP KJP

#1 parcel ID. 16-3S-16-02156-002

#2 parcel ID. 16-3S-16-02153-000

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed pursuant to due authority on the dates written below.

Owner:

Everett A. & Kathy J. Phillips

By: 

Name: Everett A. Phillips

Date: April 12, 2000

Witness: 

Witness: 

PrimeCo:

PrimeCo Personal Communications, Limited
Partnership, d/b/a Verizon Wireless

By: 

Name: Thomas J. Marler

Title: President / North Florida Region

Date: 5/16/00

Witness:  Amy A Cochran

Witness:  Ellen Acvedo

By: 

Name: Kathy J. Phillips

Date: April 12, 2000

Witness: 

Witness: 

EXHIBIT "A"
DESCRIPTION OF OWNER'S PROPERTY

SITE ID: 101404 "Lake City - Phillips"

Site located within the following parent tract parcel:

Parcel ID # 16-3S-16-02153-000

Township 3 South - Range 16 East

Section 16: SW 1/4 of SW 1/4, LESS AND EXCEPT One Acre in the Southeast Corner of the NE 1/4 of the SW 1/4 of the SW 1/4 as Recorded in Deed Book 31, Page 182; Also, LESS AND EXCEPT the SW 1/4 of SW 1/4 of SW 1/4 as recorded in Deed Book 31, Page 273; Also, LESS AND EXCEPT One Acre in the NW Corner of the SW 1/4 of SW 1/4 as recorded in Deed Book 50, Pages 73-77, AND LESS AND EXCEPT Right-of-Way for Nash Road (County Maintained Paved Road), in Columbia County, Florida.

&

Parcel ID # 16-3S-16-02156-002
CR.

Township 3 South - Range 16 East

Section 16: NW 1/4 of SW 1/4, LESS Right-of-Way for I-75, Columbia County, Florida.

EAP KGP

