

Site I.D.: J-FL-012-058
Site Name: LA Lake City West

Lake City West

J-FL-012-058

-058

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GROUND LEASE

BETWEEN

Douglas H. Epperson and June N. Epperson, wife;
William D. Epperson and Dale L. Price, as Trustees of
"The Douglas and June Epperson Family Trust"

AND

InterCel Jacksonville MTA, Inc.

THIS GROUND LEASE ("Lease") is made and entered into this 16th
day of MARCH, 1996, between Douglas H. Epperson and June N.
Epperson, wife; William D. Epperson and Dale L. Price, as Trustees
of "The Douglas and June Epperson Family Trust", with an address
of Post Office Box 555, Lake City, Florida 32056-0555,
hereinafter referred to as the "Lessor", and InterCel Jacksonville
MTA, Inc., a Delaware corporation, with an address of 1239 O.G.
Skinner Drive, West Point, Georgia 31833, hereinafter referred to
as the "Lessee".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of a parcel of land (the "Land")
as described on Exhibit "A" attached hereto and by reference made
a part hereof; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor
agrees to lease to Lessee, a portion of the Land consisting of
approximately 1.11 acres located in the SE 1/4 of Section 36,
Township 3 South, Range 16 East, in the City of Lake City in
Columbia County, State of Florida (the "Premises"), together with
the non-exclusive right, privilege and easement over and across a
thirty-five (35') foot wide portion of the Land for access and
utility service thereto (the "Access/Utility Easement"). Said
Premises and Access/Utility Easement are shown on Exhibit "B",
attached hereto and made a part hereof, and collectively
identified as the "Leased Premises".

NOW, THEREFORE, in consideration of the mutual covenants,
terms and conditions contained herein and other good and valuable

consideration, the receipt of which is hereby acknowledged from one party to the other, Lessor and Lessee hereby agree as follows:

I. Leased Premises. A) Lessor hereby leases and lets to Lessee, and Lessee hereby leases and lets from Lessor, a portion of the Land described in Exhibit "B", attached hereto and made a part hereof (the "Premises") consisting of approximately 1.11 acres, together with the non-exclusive right, privilege and easement over and across a thirty-five (35') foot wide portion of the Land for parking, pedestrian and vehicular access to and from the Premises as may be required to construct, install, operate, maintain and repair Lessee's Facilities, together with the right, privilege and easement over, under and across said thirty-five (35') foot portion of the Land for the purposes of providing and maintaining necessary utilities to Lessee's Facilities. Lessor reserves the right to utilize the non-developed portion of said Leased Premises for agricultural purposes, so long as said agricultural purposes do not interfere with Lessee's intended use.

B) Utilities. Lessor agrees to cooperate with Lessee to obtain utility services within said Access/Utility Easement by signing such documents or easements as may be required by the providing utility companies, so long as said utility service and/or easements are at no cost to Lessor. ~~In the event the aforementioned Access/Utility Easement cannot be utilized, Lessor agrees to provide a substitute easement, at no cost to Lessee, including the grant to the Lessee or to the providing utility, in, over, across, under and through such additional portion of the Land as may be reasonably required by such utility.~~ *will*

Lessee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Leased Premises and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service.

2. Review Period. A) The obligations of Lessee and the Lessor under this Lease are expressly subject to and conditioned upon Lessee's ability to use the Premises for its intended use as a communications facility. Lessor agrees that Lessee shall be granted a Twelve(12) month period, (the "Review Period") commencing on the date of execution of this Lease by Lessor, during which Lessee, or its agents, may conduct necessary tests and secure required governmental approvals as further specified herein. During this Review Period, Lessee agrees to pay Lessor a lump sum amount of _____ and No/100 Dollars.

B) The rights granted to Lessee, or its agents, during the Review Period include the following:

(1) The non-exclusive right and easement for

pedestrian and vehicular ingress and egress to the Land and the Leased Premises;

(2) The right to survey the Land and the Leased Premises;

(3) The right to conduct tests and investigations, which may include, but shall not be limited to, soil boring tests, radio coverage tests, and any other tests or investigations necessary to determine the feasibility and suitability of the Land for Lessee's proposed use. This shall include the right to bring onto the Land and Leased Premises any equipment and machinery, including vans, trucks and cranes, that may be reasonably necessary to conduct these tests.

(4) During the Review Period, or during the Term, as defined herein, Lessor, at no cost to Lessor, agrees to cooperate with Lessee in its efforts to obtain all required developmental approvals, licenses and permits, from any and all jurisdictions with authority over the Leased Premises, including but not limited to any building, zoning, variance, special use permit or other permit(s) legally necessary in connection with Lessee's intended use of the Premises. Lessor's cooperation shall include, but not be limited to, the execution and delivery to Lessee of all requested forms, consents and applications as are reasonably necessary and appropriate for the obtaining of said approvals.

C) At any time during the Review Period, whether or not all tests have been completed or all approvals have been obtained, Lessee, in its discretion, shall have the right to proceed with the "Term" of this Lease as defined below, or to terminate this Lease. In either case, the monies paid to Lessor through that determination shall be retained by Lessor. The "Term" of this Lease shall commence on the date specified within the written notice from Lessee to Lessor, sent during the Review Period effectively advising Lessor of Lessee's determination to proceed.

3. Survey. Lessee shall have the right to survey the Land and the Leased Premises, at its sole expense. The survey legal description shall then replace Exhibits "A" and/or "B", which shall be attached hereto and made a part hereof, and shall control in the event of any inconsistencies between the survey legal descriptions and Exhibits "A" and/or "B" attached to this Lease. Upon Lessor's request, Lessee agrees to provide Lessor with a copy of the completed survey.

4. Initial Term. The initial term of this Lease shall be for a five (5) year term beginning on the first day of first full

calendar month from the date specified in Lessee's notice to proceed as provided above (the "Commencement Date").

5. Rental Fees. As rental for the Leased Premises during the initial term, Lessee shall pay to Lessor, an annual rental payment of _____ and no/100 Dollars (\$ _____), plus applicable sales tax, to be paid annually, in advance. Rental for any partial month shall be prorated. Lessee shall pay rent at the rate set forth above from the Commencement Date, throughout the term of this Lease on or before the first day of the first full calendar month of the initial term and any Extension Terms as defined below. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice.

6. Extension Terms. Provided that Lessee has not breached any material term of this Lease during its initial term and this Lease has not been terminated as provided herein, Lessee shall have the option to extend this Lease for up to four (4) additional five (5) year terms (each an "Extension Term"). Lessee shall automatically be deemed to have exercised its option as to each Extension Term unless Lessee delivers written notice to Lessor of its desire to conclude this Lease, not less than ninety (90) days prior to the end of the then existing initial term or Extension Term, as the case may be. During each Extension Term, all terms and conditions of this Lease shall remain in full force and effect.

A) The annual rental for the first (1st) Extension Term shall be _____ Dollars (\$ _____); the annual rental for the second (2nd) Extension Term shall be _____ Dollars (\$ _____); the annual rental for the third (3rd) Extension Term shall be _____ Dollars (\$ _____); and the annual rental for the fourth (4th) Extension Term shall be _____ Dollars (\$ _____).

B) If at the end of the fourth (4th) Extension Term, or earlier as provided herein, this Lease has not been terminated by either party, this Lease 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.

7. Lessee's Use and Facilities. During this Lease, Lessee shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, and shall have the right, at its expense, to

construct or otherwise erect any improvements related to this purpose that Lessee deems necessary or desirable on all or any part of the Leased Premises, now or in the future, including but not limited to a building or buildings, either a three sided antenna support structure or a monopole structure suitable for its proposed use and a security fence. Lessee agrees to install a fence facility enclosure around the Tower base area as well as fence(s) on either side of the access roadway with an appropriate security gate at the access entrance area (county maintained paved roadway). Lessee shall have the right to install, construct, repair, maintain, operate or remove its communications facilities, including without limitation its equipment building, transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Lessee's Facilities"). Title to Lessee's Facilities shall be and remain solely in Lessee. All equipment, antenna support structures and trade fixtures placed on the Leased Premises, by Lessee are and shall remain the property of Lessee and shall not be deemed fixtures on the land.

Lessee's Facilities shall be installed, constructed and maintained by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting the Lessee's Facilities or appurtenances thereto or any part thereof.

At any time during this Lease, Lessee shall have the right to terminate this Lease upon the occurrence of any of the following events: (A) If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction and/or operation of the communications facility as now or hereafter intended by Lessee cannot be obtained in Lessee's discretion, or is revoked; or (B) If Lessee determines, in its discretion, that the Leased Premises is not appropriate for its intended uses, or upon interference with Lessee's reception or transmission. Upon not less than thirty (30) days prior written notice of termination of this Agreement by Lessee, this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except for the express terms pursuant to Paragraph 20 of this Lease.

8. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or

sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor: Douglas H. Epperson
June N. Epperson
Post Office Box 555
Lake City, Florida 32056-0555

Lessee: InterCel Jacksonville MTA, Inc.
c/o InterCel, Inc.
1239 O.G. Skinner Drive
West Point, Georgia 31833
Attention: V.P. of Operations

With a

Copy to: Alan L. Gabriel, Esq.
The Law Offices of Alan L. Gabriel
International Building, Penthouse East
2455 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing to the other. Lessor agrees to send copies of all notices required or permitted to be given to Lessee to each leasehold mortgagee that notifies Lessor in writing of its interest and the address to which notices are to be sent.

9. Assignment. Lessee may assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Premises, with notification to Lessor. Upon any such assignment of this Lease, Lessee shall remain fully responsible for the payment of rent unless Lessor assents in writing that the assignee is credit worthy and capable of satisfying the remaining rental obligation under the Lease. Upon such a determination by the Lessor, the Lessor may release the Lessee from the remaining obligations due under the remainder of the lease term or extension thereto. Notwithstanding the foregoing, Lessee may assign this Lease to its general partner, a parent corporation or any of its subsidiaries, or any affiliate. Lessee may, in its discretion, permit use of any portion of the Leased Premises by other entities consistent with the use by Lessee of the Leased Premises.

10. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, or any part thereof, or upon Lessee's rights under this Lease that arises from the use or occupancy of the Leased Premises by Lessee or by reason of any labor, service or material furnished or claimed to have

been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

11. Insurance. Lessee agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) insuring Lessor and Lessee in the event of personal injury or of damage to property arising out of the use and occupancy of the Leased Premises and appurtenant areas by Lessee, which insurance shall specifically name Lessor as a "co-insured." A certificate of insurance will be provided to Lessor. ~~if requested~~. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises.

12. Indemnity. Lessee agrees to indemnify and hold the Lessor harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessee. Lessor agrees to indemnify and hold the Lessee harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Paragraph shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Default. The following events shall constitute events of default under this Lease:

A) Lessee's failure to pay any installment of rent, or other sums due under this Lease, when the same shall be due and payable and the continuance of such failure for a period of twenty (20) days after the payment due date and actual receipt of written notice thereof from Lessor; or

B) Lessee's or Lessor's failure to perform any of the covenants, conditions and agreements herein contained and to be performed by such party and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt of notice in writing from the party alleging such breach, specifying the precise nature of such failure. Provided, however, where any such default cannot reasonably be cured within said period, the defaulting party shall not be deemed to be in default under this Lease if such party commences to cure such default within said period and thereafter diligently pursues such cure to completion.

Upon the occurrence of an event of default by Lessee

for the nonpayment of rent, at the option of Lessor, Lessor may terminate this Lease by written notice to the defaulting party, in which event Lessee shall promptly surrender the Leased Premises, without prejudice to any other rights which such non-defaulting party may have.

14. Taxes. Lessee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Leased Premises. Lessor shall be responsible for payment of all real property taxes; provided, however, Lessee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Leased Premises. Lessee shall pay an amount equal to any increase in real estate taxes directly attributable to any improvement to the Leased Premises made by Lessee. Upon payment of such tax by Lessor, Lessee 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 Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of all taxes.

15. Lessor's Title. Lessor represents and warrants that, provided Lessee is not in default hereunder, Lessee shall peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease, without hindrance or molestation by Lessor, Lessor's employees, agents and/or invitees. Lessor represents and warrants to Lessee that Lessor owns fee simple title to the Land and Leased Premises free and clear of any liens, encumbrances and restrictions that would impair Lessee's intended use of the Leased Premises and that Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder.

16. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage or similar instrument (collectively "Mortgage") by Lessor which from time to time may encumber all or part of the Leased Premises; provided however, the holder of every such Mortgage shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest, and Lessee's right to remain in occupancy of the Leased Premises as long as Lessee is not in default of this Lease, by executing a non-disturbance agreement in a form reasonably acceptable to the Lessee. Lessee agrees to execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Premises is currently encumbered by a Mortgage, Lessor, no later than thirty (30) days after the start of the Review Period shall obtain and furnish to Lessee a non-disturbance instrument in a form acceptable to Lessee.

17. Title Insurance. Both Lessor and Lessee agree that each party will execute a Memorandum of Lease. Lessee shall record a Memorandum of Lease in the public records of the County where the Leased Premises is located. Lessor agrees that Lessee may obtain title insurance on the Leased Premises. Lessor shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company. At Lessee's option, should Lessor fail to provide the requested documentation within thirty (30) days of Lessee's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 16 of this Lease, Lessee may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received or Lessee may terminate this Lease.

18. Condemnation. If the Land, or such portion of the Land as will make the Leased Premises unusable for Lessee's use, in Lessee's reasonable discretion, or if the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease without reduction or set off with respect to the rent due. Lessee may claim and recover from the condemning authority such award as may be allowed by law, only to the extent that such recovery does not in any way diminish Lessor's rights to recover from such condemning authority.

19. Sale. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of Land or the Leased Premises to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder.

20. Termination. Upon termination of this Lease, Lessee shall, within ~~a reasonable period of time~~ ^{120 DAYS}, remove all improvements, including its personal property and other fixtures and restore the Leased Premises to its original above ground condition, normal wear and tear excepted. This Lease shall terminate as of the date of the termination of Lessee's leasehold interest and Lessee shall pay its pro-rata share of the rent until the effective date of such termination. W/2

21. Environmental Hazards. Lessor, to the best of Lessor's knowledge, hereby represents that there are no environmental hazards located on or under the Leased Premises and agrees to hold Lessee harmless from any and all claims asserted against Lessee, or asserted against Lessor which adversely impact upon Lessee, for any such environmental hazards being found at or under the Leased Premises. Lessee hereby agrees to hold Lessor harmless from any and all claims asserted against Lessor for any such environmental hazards being found at or under the Leased Premises as a result of the actions or inactions of Lessee, its agents, contractors, employees or invitees. For the purposes hereof, "Environmental Hazard" shall mean any substance, chemical or waste that is identified as dangerous, toxic or hazardous and subject to Federal, state or local environmental regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

22. Attorney Fees and Costs. In connection with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the prevailing party, whether Lessor or Lessee, shall be entitled to recover all expenditures including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and postjudgment proceedings.

23. Severability. In the event any one or more of the paragraphs or provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal or unenforceable provisions had never been contained herein; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Lease if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

24. Captions and Headings. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

25. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. This Lease and the performance thereof shall be governed, construed, interpreted and regulated by the laws of the State of

Florida. Time is of the essence in this Lease.

26. Successors in Interest. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

27. Parties to be Reasonable. Whenever under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. In the event that a party hereunder does not actually receive a written response from the other party hereunder to a request for an approval within fourteen (14) days after the request for the approval is delivered to the other party, the other party shall be conclusively deemed to have approved the request.

28. Radon Gas. 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 health unit.

29. This Lease shall be executed in duplicate, each of which shall be deemed an original and constitute but one and the same Lease.

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

Lessor

Signed, sealed and delivered
in the presence of:

Lesley Ehlers
Witness

Print Name: LESLEY EHLERS

Thomas R. Roe
Witness

Print Name: THOMAS R. ROE

By: Douglas H. Epperson

Print Name: Douglas H. Epperson

By: June N. Epperson

Print Name: June N. Epperson,
wife

Executed this 21ST day of
MARCH, 1996.

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 21ST day of MARCH, 1996, by Douglas H. Epperson and June N. Epperson, wife, who are personally known to me ~~or who have~~ produced ~~as identification~~ and who did (did not) take an oath.

My Commission Expires:

Thomas R. Roe
NOTARY PUBLIC

Print Name: THOMAS R. ROE
(Seal)



THOMAS R. ROE
Notary Public, State of Florida
My Comm. expires Jan. 3, 2000
Comm. No. CC 522472

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

Lessor

Signed, sealed and delivered
in the presence of:

"The Douglas and June Epperson
Family Trust"

Lesley Ehler
Witness

Print Name: LESLEY EHLERT

Thomas R. Roe
Witness

Print Name: THOMAS R. ROE

By: William D. Epperson

Print Name: William D. Epperson,
Trustee

By: Dale L. Price

Print Name: Dale L. Price,
Trustee

Executed this 19th day of
MARCH, 1996.

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 19th day of MARCH, 1996, by William D. Epperson and Dale L. Price, as Trustees of "The Douglas and June Epperson Family Trust", who are personally known to me or who have produced DRIVERS LICENSE as identification and who did (did not) take an oath.

My Commission Expires:

Thomas R. Roe
NOTARY PUBLIC

Print Name: THOMAS R. ROE
(Seal)



THOMAS R. ROE
Notary Public, State of Florida
My Comm. expires Jan. 3, 2000
Comm. No. CC 522472

Lessee

Signed, sealed and delivered
in the presence of:

InterCel Jacksonville MTA, Inc.,
a Delaware Corporation

Samuel L. McMarkel
Witness

Print Name: Samuel L. McMarkel

By: Walter R. Petrus
Print Name: Walter R. Petrus
Title: Exec. Vice President

Pamela S. Jewell
Witness

Print Name: PAMELA S. JEWELL

Executed this 30th day of
March, 1996.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of MARCH, 1996, by Walter R. Petrus, as Exec. Vice President of InterCel Jacksonville MTA, Inc., a Delaware corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

Timothy Lee Mumford
NOTARY PUBLIC
Print Name: _____
(seal)



TIMOTHY LEE MUMFORD
MY COMMISSION # 00406189 EXPIRES
September 11, 1998
BONDED THROUGH TROY FAIR INSURANCE, INC.

SITE I.D.: I-FL-012-058
SITE NAME: LA Lake City West

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Exhibit "A" to the Agreement dated _____, 1996, between Douglas H. Epperson and June N. Epperson; wife William D. Epperson and Dale L. Price as Trustees of "The Douglas and June Epperson Family Trust" as ("Lessor"), and InterCel Jacksonville MTA, Inc., a Delaware Corporation ("Lessee").

State: Florida
County: Columbia
City: Lake City

Description:

A Parcel of Land lying in the SE ¼ of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and being described as a portion of Tax Parcel 36-3S-16-02590-001.

Ground, Tower, Building

SITE I. D.: J-FL-012-058
SITE NAME: LA Lake City West

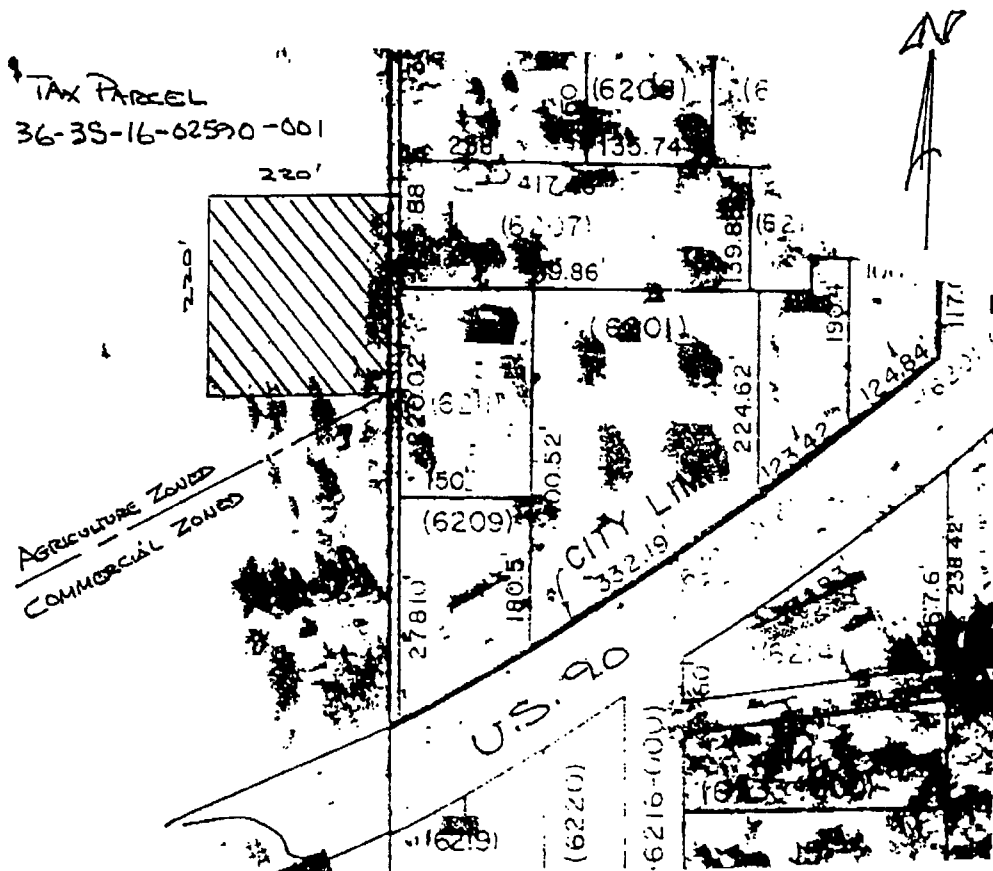
EXHIBIT "B"

"LEASED PREMISES"

Attached to and made a part of that certain Lease Agreement dated _____, 1996, by and between Douglas H. Epperson and June N. Epperson, wife; William D. Epperson and Dale L. Price as Trustees of "The Douglas and June Epperson Family Trust" whose address is P.O. Box 555, Lake City, Florida 32056-0555 ("Lessor"), and InterCel Jacksonville MTA Inc., a Delaware Corporation ("Lessee").

(If a survey is made of the premises, Lessor and Lessee agree that the survey legal description shall be attached hereto and made a part hereof and become Exhibit "C". In the event of any inconsistencies the survey legal description shall control.)

A Parcel of Land lying in the SE ¼ of Section 36, Township 3 South., Range 16 East, Columbia County, Florida and being described as a portion of Tax Parcel 36-3S-16-02590-001.



Ground, Tower, Building