

0905
FIVE POINTS
3014 - 8238

ADDENDUM TO LEASE AGREEMENT

This instrument prepared by:
Name: Sam Molello
Mail to: OPM - USA - INC
Address: 325 Interstate Blvd.
Sarasota, FL 34240

This is an addendum to the Lease Agreement made the 1st day of September 1997 by and between Stafford L. Scaff and Anne C. Scaff, "LESSOR" and OPM - USA - INC of Venice, FL, "LESSEE."

1. The following sentence is deleted from Section IV: The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the consummation of this Agreement. In the event construction has not begun on or before one (1) year from the date this lease is executed by the LESSOR and LESSEE, this lease shall terminate, and all deposits shall be refunded to the LESSEE.

The following sentence is added Section IV: The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the consummation of this Agreement. The deposit shall be applied to the first month's rent. Rent payments will start three months after Lessor executes the lease. In the event construction has not begun on or before one (1) year from the date this lease is executed by the LESSOR and LESSEE, this lease shall terminate. If the lease is terminated pursuant to this provision, the deposit applied to the first month's rent and all subsequent rent payments made prior to the termination of the agreement shall be retained by the lessor.

2. The cost of all surveys shall be Lessee's sole expense.
3. Lessee shall not erect any billboards or commercial advertising on the site.
4. Taxes: If personal property or real property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee's Facilities located on the site. Lessor shall promptly send to Lessee any tax bill reflecting such taxes.
5. The ingress and egress easements shall terminate at the expiration of the lease.
6. Lessor (at Lessor's sole expense) shall have the right to move the ingress and egress easement, upon one month's notice to Lessee.
7. The following term is added to Section IX: LESSEE shall hold LESSOR harmless from and indemnify LESSOR against any damage, loss expense, response costs, or liability including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the LESSOR's property ~~or~~ resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under or around the LESSOR's property by LESSEE, its employees, agents, or contractors.

JP AB SH

SH R

IN WITNESS WHEREOF, the parties have executed this addendum to the Lease Agreement of September 1, 1997 and this Addendum shall be attached, thereto, and made a part, thereof. In case of conflict between the terms of the addendum and the terms of the contract, the terms of the addendum shall control.

Signed in the presence of two witness:

Loretta S. Steinmann
Signature

Loretta S. Steinmann
Print Name

Tammy A. Spivey
Signature

Tammy F. Spivey
Print Name

Loretta S. Steinmann
Signature

Loretta S. Steinmann
Print Name

Tammy A. Spivey
Signature

Tammy F. Spivey
Print Name

Signed in the presence of two witness:

St. Peterson
Signature

St. Peterson
Print Name

Sam Delella
Signature

Sam Delella
Print Name

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 1st day of September 19 97, by Stafford L. Scaff and Anne C. Scaff who are personally known to me or have produced satisfactory identification.

Loretta S. Steinmann

LESSOR: Stafford L. Scaff

Stafford L. Scaff
2200 East Duval St
Lake City FL

LESSOR: Anne C. Scaff

Anne C. Scaff
2200 East Duval St
Lake City FL

LESSEE David J. Pedwell
x

DAVID J. PEDWELL

(print name signed above)

Address: 325 Interstate Blvd.
Sarasota, FL 34240



Notary public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of Oct, 1997, by David Pedwell as V.P. FINANCE of (LESSEE), OPM - USA - INC, a Florida corporation on behalf of the corporation, who is personally known to me or has produced as identification.

S. Molello
Notary public - State of Florida

My Commission expires



S MOLELLO
My Commission CC494819
Expires Sep. 11, 1999

[Handwritten signature]

OLL

3014-8238
0905-FPT
Jine Paine
252543

Site:100905

LEASE AGREEMENT

THIS LEASE, made this 1st day of September, 1977, and executed in duplicate by and between **Stafford L. Scaff, Jr. and Anne C. Scaff (husband and Wife)**, "LESSOR", and **OPM-USA-INC** of Sarasota, Florida, "LESSEE".

WHEREAS:

I

EXPLANATORY STATEMENT

LESSEE is engaged in the business of radio communications and communications systems. In connection with its business, LESSEE now desires to erect a radio communications tower, 400 feet in height, on the property of the LESSOR in order to promote its electronic and radio communications business and more specifically to allow it to establish a radio communication system whereby it may be permitted to sublease the right to transmit and receive by way of the aforesaid radio tower.

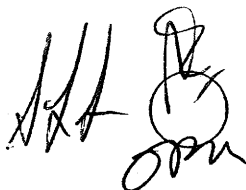
LESSEE may also construct up to four buildings to be used as equipment buildings, with standard electrical and emergency electrical therein. Such buildings are to be of frame, masonry or pre-engineered construction. LESSEE will further agree that the buildings and the base of the tower will be fenced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

II

DESCRIPTION AND WARRANT OF TITLE

That in consideration of the payment of the rental and performance of the covenants and the agreements hereinafter set forth LESSOR DOES hereby lease unto LESSEE and LESSEE accepts from LESSOR the following leased premises:

That portion 100' x 100' located (See Exhibit A attached hereto and made a part hereof) with easements to **guy wire anchors to be located (285) feet from the center of the tower** in three (3) directions 120° apart and more particularly described in accordance with the survey (to be furnished upon completion of construction) together with a thirty (30) foot ingress and egress utility easement, as shown on attached sketch, LESSEE shall have the right to assign all or part of the thirty (30) foot ingress and egress utility easement to successors and assignors, as necessary, to provide electric, telephone and other utilities, to the one hundred foot (100') by one hundred foot (100') site location, as required, and unlimited ingress and egress across LESSOR'S property as shown thereon. Unlimited ingress and egress is not to be construed as vehicles' storage area. Vehicles are not to be left on the site unattended. LESSOR hereby warrants that they have title to the

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leased premises, and no other person or corporation has the right to lease the same for the term hereby granted. The LESSOR further covenants that the LESSEE upon the payment of the rents herein stipulated, and the performance of all the conditions herein contained, shall have the peaceful and quiet possession, use and enjoyment of the leased premises, without hindrance on the part of the LESSOR or any person or persons claiming by, through or under the LESSOR, for the term herein leased, including any renewal term except that LESSOR may cultivate the above property as long as it does not unreasonably interfere with LESSEE's use of the property.

III TERM

To have and to hold said leased premises unto the LESSEE, their successors and assigns, for twenty (20) years commencing upon the date the LESSEE commences construction of improvements on the premises ("The Commencement Date") with the right to renew for two (2) additional five (5) year terms thereafter, on the aforesaid terms and rates unless LESSEE shall give notice to the LESSOR in writing at least 1 (one) year prior to the end of the lease term.

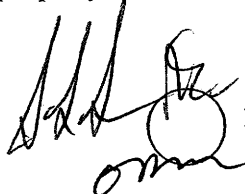
IV RENTAL

LESSEE hereby covenants and agrees to pay to the LESSOR as rental for the lease premises the sum of [REDACTED] yearly with a yearly escalation of [REDACTED] said payment being paid in advance monthly payments of [REDACTED] plus any applicable sales taxes. A "Payment Schedule for Tower Lease" will be attached as Exhibit B to this agreement showing the monthly payments over the term of the Lease Agreement. The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the consummation of this Agreement. In the event construction has not begun on or before one (1) year from the date this lease is executed by the LESSOR and LESSEE, this lease shall terminate, and all deposits shall be refunded to the LESSEE.

V USE AND MAINTENANCE

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

- (a) To keep the lease premises in such condition as it is at the commencement of the term of this lease except the LESSEE may erect its radio tower as hereinbefore stated together with any buildings, foundations, or appurtenances thereto.
- (b) Lessor does hereby grant to LESSEE a non-exclusive, unimpaired easement and right-of-way, in and over the real property associated with each Property, for the limited purpose of providing LESSEE with a right to and means of ingress and egress to install, maintain, repair, operate, service, replace and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Equipment.
- (c) LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE'S use of the Property, however, Lessor agrees to cooperate with LESSEE in its efforts to obtain utilities from any locations provided by the servicing utility.
- (d) Lessor does hereby further grant to LESSEE a non-exclusive easement, in and over the real property associated with each Property, for ingress and egress from public roads, on foot or motor vehicle, to the Property, and related real property on a twenty-four (24) hour, seven day a week basis.

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- (e) Not to make or suffer an unlawful, improper, or offensive use of the premises, nor any use thereof other than as herein specified.
- (f) To permit the LESSOR at reasonable times to enter upon and examine the premises and make such inspection as they may see fit from time to time.
- (g) LESSEE, its assigns, agents and contractors, are hereby granted the right, at LESSEE's sole cost and expense, to enter upon the LESSOR's property and conduct such studies as LESSEE deems necessary to determine the Leased Premises suitability for LESSEE's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as LESSEE deems necessary or desirable. LESSOR shall cooperate with LESSEE and execute all documents required to permit LESSEE's intended use of the Leased Premises in compliance with zoning, land use, building and any other necessary regulations, whether local, state or federal in nature.

VI INSURANCE AND LIABILITY

The LESSEE covenants and agrees that it will maintain in full force and effect during the full term hereof, and until removal of all improvements, insurance in the amount of not less than [REDACTED] for bodily injury and property damage per occurrence to protect both LESSEE AND LESSOR, as their respective interests may appear, covering the risks generally included in a public liability insurance policy. In addition LESSEE agrees to protect the LESSOR and agrees to indemnify and hold harmless the LESSOR, from suits arising out of accidents or injuries to person or property that may occur in the leased premises during the lease term or renewal thereof, by virtue of and related to their tenancy.

VII MORTGAGES

LESSOR hereby covenants and agrees to pay, as and when due, all payments both principal and interest, on any mortgage which may now or hereafter cover the leased premises. It is further understood and agreed that any mortgages hereinafter executed by the LESSOR, covering the leased premises, shall be expressly made subject to the LESSEE'S RIGHT OF OCCUPANCY so that LESSEE shall not be affected by any foreclosure of any mortgage hereinafter executed.

VIII INDEMNITY

LESSOR and LESSEE each indemnify the other against, and hold the other harmless from any and all costs (including mediation, attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the leased property, or the balance of the LESSOR'S property, by such indemnifying party.

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IX
HAZARDOUS SUBSTANCES

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

X
EMINENT DOMAIN

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

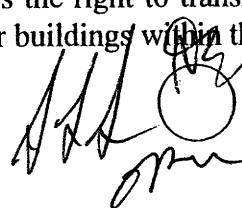
XI
DEFAULT

The lease is made upon the express condition and the parties hereto covenant and agree, that in the event the LESSEE shall fail or neglect to perform or comply with any of the covenants, terms or conditions in this lease contained to be performed or complied with by it, including the payment of rent, and such failure or neglect shall continue for 30 (thirty) days after written notice thereof in writing from the LESSOR, then, upon expiration of said 30 (thirty) days as above provided, the LESSOR may, at his option, deem this lease to be canceled and terminated, and may enter upon the leased premises with or without process of law, and take possession thereof, and may bring suit for damages resulting from said default. The remedy herein set forth shall be in addition to any remedies provided by law, and any remedies otherwise specifically provided for herein.

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

XII
ASSIGNMENT OF LEASE

The LESSEE may sell, assign, mortgage or transfer this lease, in whole or in part, without the prior written consent of the LESSOR. (This shall include leasing to others the right to transmit and receive by way of the radio tower and/or the right to add additional equipment and/or buildings within the leased area.)

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XIII
TITLE TO PERSONAL PROPERTY

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

XIV
SALE OF PROPERTY

Should the LESSOR decide to sell the leased premises, LESSEE will be given first option to purchase same. The LESSOR AND LESSEE hereby agree that in the event the leased premises shall be sold, mortgaged, or otherwise encumbered, said conveyance shall be subject to the terms and condition of this lease.

XV
CONSENT AGREEMENT

SunTrust Bank, Gulf Coast ("SunTrust") has agreed to extend credit to LESSEE. As security for the Loan, SunTrust has required, among other things, that LESSEE collaterally assign and pledge to SunTrust all of its right, title and interest in the Lease. LESSOR consents to the collateral assignment and pledge by LESSEE to SunTrust of the Lease.

LESSOR agrees that it will not, without the prior written consent of SunTrust, allow the Lease to be amended, revoked or terminated.

SunTrust has further required that LESSOR (a) consent to the collateral assignment and pledge of the Lease by OPM - USA - INC, (b) agree to notify SunTrust in writing of any default or breach by OPM - USA - INC under the Lease, (c) not permit or allow any amendment, revocation or termination of the Lease without the prior written consent of SunTrust, and (d) allow SunTrust thirty (30) days after receipt of written notice of any breach or default under the lease within which to cure the same.

LESSOR agrees that, in the event of any default or breach by LESSEE (or any guarantor thereof) in the payment or performance of any obligation under the loan documents to be executed or given by LESSEE (or any guarantor thereof) relative to the Loan (as evidenced by written notice from SunTrust to LESSOR) LESSOR shall without further notice or demand, remit and pay over to SunTrust all revenues, rental payments, income, profits or sums of money which would otherwise become payable to LESSEE pursuant to the Lease. The LESSEE consents to such payments should that occur.

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All notices to be given to SunTrust shall be given by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to SunTrust at: 200 S. Nokomis Avenue, Venice, FL 34284. Notice shall be deemed to be given upon receipt. Notice to be given to LESSOR shall be given in a like manner and addressed to LESSOR per section "XVI NOTICES".

LESSOR agrees to provide, at any time, within ten (10) days of SunTrust's written request, a statement certifying that the Lease is unmodified and in full force and effect.

The conditions and covenants herein contained shall apply to and bind to the heirs, successors and assigns, of the parties hereto.

XVI NOTICES

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

LESSEE:

OPM - USA - INC
325 Interstate Blvd.
Sarasota, Florida 34240

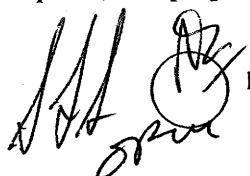
LESSOR:

Stafford L. Scaff, Jr.
Anne C. Scaff
2200 East Duval Street
Lake City Florida 32055

XVII MISCELLANEOUS

The parties hereto mutually covenant and agree as follows:

- (a) This lease contains and embraces the entire agreement between the parties hereto, and neither it nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement be expressed in writing, signed and acknowledged by the LESSOR and the LESSEE, or their successors in interest. If any term, clause or provision of the lease shall be judged to be invalid, the validity of any other clause or provision of this lease shall not be affected thereby.
- (b) LESSEE'S obligations under this lease are contingent upon obtaining a satisfactory non-disturbance agreement from any mortgagee or other lieneor. If a satisfactory non-disturbance agreement is not obtained, then at LESSEE'S option, all prepaid rent and deposits shall be

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returned to LESSEE, and LESSEE (Attachment A) may terminate this agreement by notice to LESSOR without further liability.

- (c) This lease, and all the covenants and agreements herein contained, shall extend to, bind and run in favor of the heirs, personal representatives, successors and assigns, of the parties hereto.
- (d) This lease has a memorandum, "Attachment 'B' Short Form Lease", which is attached, said memorandum being the instrument to be recorded in the appropriate jurisdictional district. The memorandum, "Attachment 'B' Short Form Lease", evidences that a lease was entered into by LESSEE and LESSOR, the terms and conditions of which are incorporated herein by reference.
- (e) Radon is a naturally occurring radio active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (f) The terms and conditions of this lease are hereby made subject to the terms and conditions of Addendum to Lease Agreement (the "Addendum") attached hereto as Attachment "C". In the event of any inconsistency or conflict between any provisions of the Lease with any provisions of the Addendum, the provisions of the Addendum shall control.

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

Signed, sealed and delivered
in the presence of:

Loretta S. Steinmann
WITNESS
Loretta S. Steinmann

Print Name

Stafford L. Scaff, Jr. (SEAL)
LESSOR: STAFFORD L. SCAFF, JR.

Tammy I. Spivey
WITNESS
Tammy I. Spivey
Print Name

Anne C. Scaff (SEAL)
LESSOR: ANNE C. SCAFF

AS INITIAL
om HERE

WITNESS

Print Name

WITNESS

Print Name

LESSEE OPM - USA - INC

Owen P. Mills
President

(SEAL)

STATE OF Florida, COUNTY OF Columbia, to wit:

I HEREBY CERTIFY, THAT on this 1st day of September, 1997 before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Stafford L. Scaff, Jr. known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

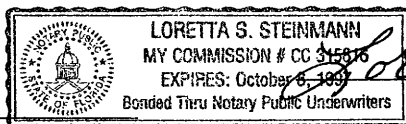
AS WITNESS my hand and Notarial Seal.

STATE OF Florida, COUNTY OF Columbia, to wit:

I HEREBY CERTIFY, THAT on this 1st day of September, 1997 before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Anne C. Scaff known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



Loretta S. Steinmann
Notary Public

STATE OF FLORIDA, COUNTY OF SARASOTA, to wit:

I HEREBY CERTIFY, THAT on this 7th day of November before me, the subscriber, a Notary Public of the State of Florida in and for the County aforesaid, personally appeared Owen P. Mills LESSEE, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



S MOLELLO
My Commission CC 494619
Expires Sep. 11, 1999

S. Molello
Notary Public

[Signature]

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ATTACHMENT "A"

Subordination and Non-Disturbance

The foregoing Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, LESSOR will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement, and LESSOR will cooperate with OPM - USA - INC toward such end to the extent that such cooperation does not cause LESSOR additional financial Liability or administrative expense.

The obtaining of a non-disturbance agreement is a material inducement to OPM-USA - INC making, executing and delivering this Agreement. Consequently, if Lessor is unable to obtain from the holder of any such mortgage or deed of trust a non-disturbance agreement on or before the earlier of (i) 90 days after LESSOR executes this Agreement or (ii) the issuance of the building permit for installation of the Tower or (iii) unless otherwise specified in writing by OPM - USA - INC, OPM-USA - INC may terminate this Agreement by notice to LESSOR without further liability.

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ATTACHMENT "B" SHORT FORM LEASE

This instrument prepared by:
Name: Sam Mollello
Address: 325 Interstate Blvd.
Sarasota, FL 34240

Mail to: OPM - USA - INC
325 Interstate Blvd.
Sarasota, FL 34240

This Short Form Lease evidences that a lease was made and entered into by written LEASE AGREEMENT dated September 19 97 between Stafford L. Scaff, Jr. and Anne C. Scaff ("LESSOR") and OPM - USA - INC, (LESSEE), a Florida corporation, the terms and conditions of which are incorporated herein by reference. LESSOR hereby leases to LESSEE a certain site located at (See Exhibit A attached), City of LAKE CITY, County of Jefferson, State of Florida, within the property of LESSOR which is described in Exhibit "A" attached hereto with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, all as more specifically described in the LEASE AGREEMENT. The terms of which are incorporated herein by reference for a term of twenty (20) years commencing on the date construction of the improvements is begun, which term is subject to two (2) additional five (5) year extension periods by LESSEE.

IN WITNESS WHEREOF, the parties have executed this Short Form Lease as of the day and year first above written.

Signed in the presence of two witness:

Loretta S. Steinmann
Signature
Loretta S. Steinmann

Print Name

Tammy I. Spivey
Signature

Tammy I. Spivey
Print Name

Loretta S. Steinmann
Signature
Loretta S. Steinmann

Print Name

Tammy I. Spivey
Signature

Tammy I. Spivey
Print Name

J.L. Patterson
Signature

J.L. Patterson
Print Name

Sam Mollello
Signature

Sam Mollello
Print Name

LESSOR: Stafford L. Scaff, Jr.

Stafford L. Scaff, Jr.

Address: 2200 East Duval Street
Lake City Florida 32055

LESSOR: Anne C. Scaff

Anne C. Scaff

Address: 2200 East Duval Street
Lake City, Florida 32055

LESSEE OPM-USA-INC
by: [Signature]

as its PRESIDENT
(print name signed above). OWEN P. MILLS

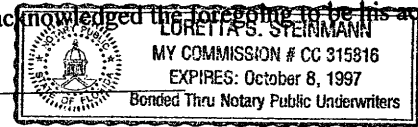
Address: 325 Interstate Blvd.
Sarasota, Florida 34240

[Signature] INITIAL
[Signature] HERE

STATE OF Florida
COUNTY OF Columbia

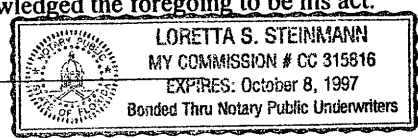
The foregoing instrument was acknowledged before me this 1st day of September 1997, by Stafford L. Scaff, Jr. who is personally known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

Loretta S. Steinmann My Commission expires: _____
Notary public



The foregoing instrument was acknowledged before me this 1st day of September 1997, by Anne C. Scaff who is personally known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

Loretta S. Steinmann My Commission expires: _____
Notary public

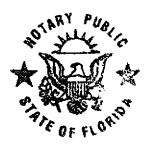


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of November 1997, by Owen P. Mills as President of (LESSEE), OPM - USA - INC, a Florida corporation on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary public - State of Florida

My Commission expires _____



S MOLELLO
My Commission CC494618
Expires Sep. 11, 1999

[Signature] INITIAL
[Signature] HERE

Exhibit "A"

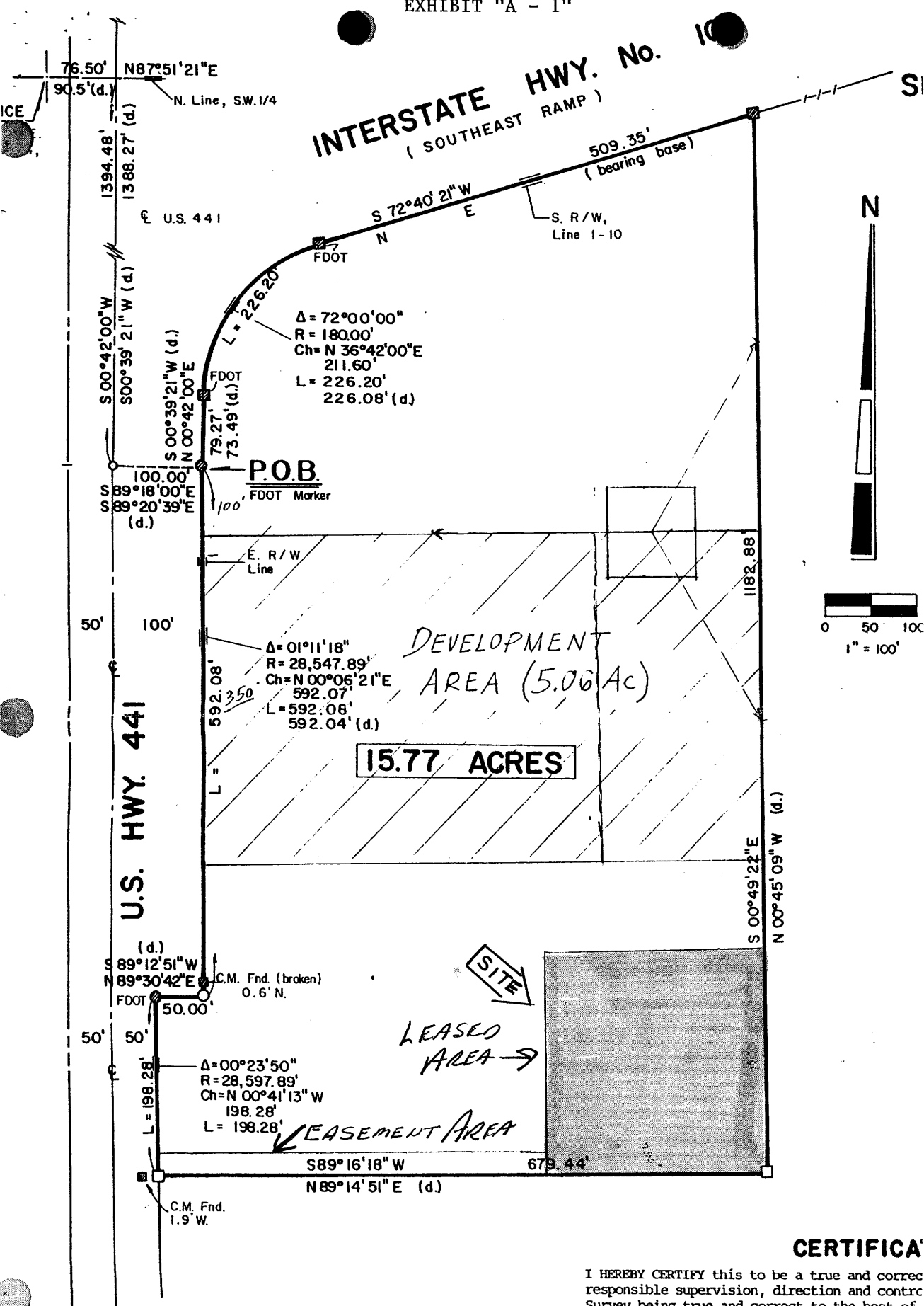
Columbia

All that tract or parcel of land lying in and being Jefferson County, Florida being more particularly described as follows:

1. As delineated on the site plan attached as Exhibit "A-1".
- 2, Being a portion of the property described in the Warranty Deed between Dale C. Ferguson, *et. al.* as grantor(s) and Stafford L. Scaff, Jr. and Anne C. Scaff as grantee, dated March 3rd, 1987, recorded on April 25, 1987 in Deed Book 616, Page 792, aforesaid county records; said deed and description being incorporated herein by reference as if fully reproduced on this page.

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

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CERTIFICATE

I HEREBY CERTIFY this to be a true and correct responsible supervision, direction and control Survey being true and correct to the best of the Minimum Technical Standards as set Surveyors, pursuant to Section 472.027, Florida

SIGNED:

Donald F.
Florida
November

Exhibit "B"
Rent Schedule

	Monthly Rate	Annual Rate	Rent
Year			
1			
2			
3			
4			
5			
6			
7			
8			
9			
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15			
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25			

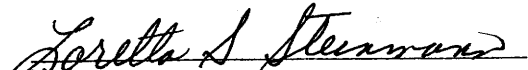
 
INITIAL
HERE

This instrument prepared by:
Name: Sam Molello
Address: 325 Interstate Blvd.
Sarasota, FL 34240

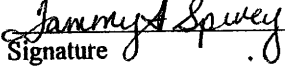
Mail to : OPM - USA - INC
325 Interstate Blvd.
Sarasota, FL 34240

This recording is to correct the legal description of the leased site and any easements as described in the Short Form Lease signed between LESSOR and LESSEE recorded in O.R. _____, Page _____

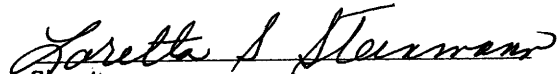
Signed in the presence of two witness:


Signature
Loretta S. Steinmann

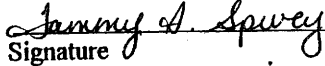
Print Name


Signature

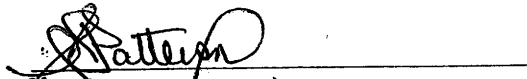
Tammy I. Spivey
Print Name


Signature
Loretta S. Steinmann

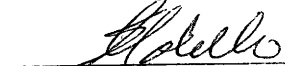
Print Name


Signature

Tammy I. Spivey
Print Name

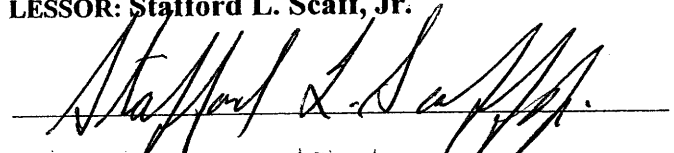

Signature
J.L. Patterson

Print Name


Signature

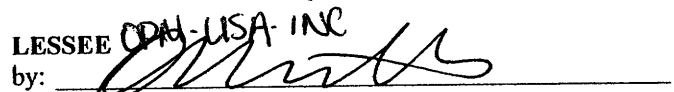
Sam Molello
Print Name

LESSOR: Stafford L. Scaff, Jr.


Address: 2200 East Duval Street
Lake City Florida 32055

LESSOR: Anne C. Scaff

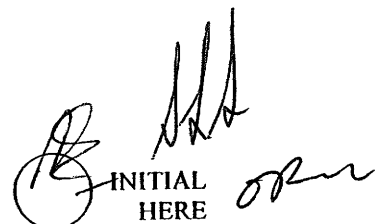

Address: 2200 East Duval Street
Lake City, Florida 32055

LESSEE OPM-USA INC
by: 

as its PRESIDENT
(print name signed above). Owen P. Mills

Address: 325 Interstate Blvd.
Sarasota, Florida 34240

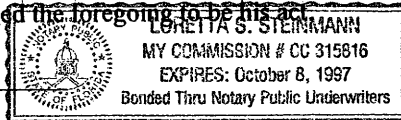
3


INITIAL
HERE

STATE OF Florida
COUNTY OF Columbia

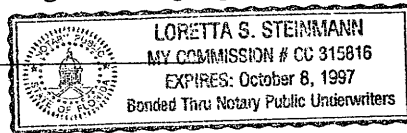
The foregoing instrument was acknowledged before me this 1st day of September 19 97, by Stafford L. Scaff, Jr. who is personally known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

Loretta S. Steinmann My Commission expires: _____
Notary public



The foregoing instrument was acknowledged before me this 1st day of September 19 97, by Anne C. Scaff who is personally known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing to be his act.

Loretta S. Steinmann My Commission expires: _____
Notary public

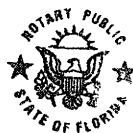


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of November 19 97, by Owen P. Mills as President of (LESSEE), OPM - USA - INC, a Florida corporation on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary public - State of Florida

My Commission expires



S MOLELLO
My Commission CC494819
Expires Sep. 11, 1999

[Signature]
[Signature]
INITIAL
HERE own

ADDENDUM TO LEASE AGREEMENT

This instrument prepared by:

Name: Sam Molello

Mail to: OPM - USA - INC

Address: 325 Interstate Blvd.
Sarasota, FL 34240

This is an addendum to the Lease Agreement made the 1st day of September 1997 by and between Stafford L. Scaff and Anne C. Scaff, "LESSOR" and OPM - USA - INC of Venice, FL, "LESSEE."

1. The following sentence is deleted from Section IV: The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the consummation of this Agreement. In the event construction has not begun on or before one (1) year from the date this lease is executed by the LESSOR and LESSEE, this lease shall terminate, and all deposits shall be refunded to the LESSEE.

The following sentence is added Section IV: The LESSEE shall pay to the LESSOR the first month's payment in advance as a deposit with the consummation of this Agreement. The deposit shall be applied to the first month's rent. Rent payments will start three months after Lessor executes the lease. In the event construction has not begun on or before one (1) year from the date this lease is executed by the LESSOR and LESSEE, this lease shall terminate. If the lease is terminated pursuant to this provision, the deposit applied to the first month's rent and all subsequent rent payments made prior to the termination of the agreement shall be retained by the lessor.

2. The cost of all surveys shall be Lessee's sole expense.
3. Lessee shall not erect any billboards or commercial advertising on the site.
4. Taxes: If personal property or real property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee's Facilities located on the site. Lessor shall promptly send to Lessee any tax bill reflecting such taxes.
5. The ingress and egress easements shall terminate at the expiration of the lease.
6. Lessor (at Lessor's sole expense) shall have the right to move the ingress and egress easement, upon one month's notice to Lessee.
7. The following term is added to Section IX: LESSEE shall hold LESSOR harmless from and indemnify LESSOR against any damage, loss expense, response costs, or liability including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the LESSOR's property ~~X~~ resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under or around the LESSOR's property by LESSEE, its employees, agents, or contractors.

IN WITNESS WHEREOF, the parties have executed this addendum to the Lease Agreement of September 1, 1997 and this Addendum shall be attached, thereto, and made a part, thereof. In case of conflict between the terms of the addendum and the terms of the contract, the terms of the addendum shall control.

Signed in the presence of two witness:

Loretta S. Steinmann
Signature

Loretta S. Steinmann
Print Name

Tammy I. Spivey
Signature

Tammy I. Spivey
Print Name

Loretta S. Steinmann
Signature

Loretta S. Steinmann
Print Name

Tammy I. Spivey
Signature

Tammy I. Spivey
Print Name

Signed in the presence of two witness:

J.L. Patterson
Signature

J.L. Patterson
Print Name

Jim Molello
Signature

Jim Molello
Print Name

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 1st day of September 19 97, by Stafford L. Scaff and Anne C. Scaff who are personally known to me or have produced satisfactory identification.

Loretta S. Steinmann

LESSOR: Stafford L. Scaff

Stafford L. Scaff

2200 East Duval St
Lake City FL

LESSOR: Anne C. Scaff

Anne C. Scaff

2200 East Duval St
Lake City FL

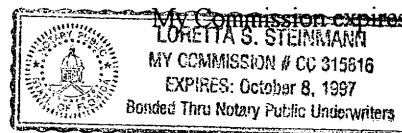
LESSEE

Owen Mills

OWEN MILLS

(print name signed above)

Address: 325 Interstate Blvd.
Sarasota, FL 34240



Notary public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of November 1997, by Owen P. Mills as President of (LESSEE), OPM USA INC., a Florida corporation on behalf of the corporation, who is personally known to me or has produced as identification.

[Signature]
Notary public - State of Florida

My Commission expires



S MOLELLO
My Commission CC494819
Expires Sep. 11, 1999

[Handwritten signature]
oom