

Schedule 1 – Tangible Assets

Crown Transmitter Model 250T

Shively 6812 antenna

Scala HDCA 10HRM antenna

Two transmission lines on tower (“as is where is”)

(Note: Seller is also assigning the license of W243AK, Bradenton, FL)

Schedule 2 – Copy of Lease

GIVING THE
WINDS
THE BIBLE
VOICE



Bible Broadcasting Network
Charlotte, NC 28241-7300

August 20, 2008

Michael Queenan
10 Presidential Way
Woburn, MA 01801

Dear Mr. Queenan,

Please accept this letter as official request of consent to transfer lease agreement #014096 at ATC site Ellenton/2628 to Polnet Communications. Bible Broadcasting Network is a not for profit Virginia corporation and Polnet Communications is a LTD Incorporated In Illinois. The contact for Polnet Communications will be Lauane Addis and he can be reached at laddis@stahlcowen.com.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Raley".

Michael Raley
Development Manager
Bible Broadcasting Network



Phone: 1-800-888-7077 · Website: www.bbnradio.org



Writer's Direct Dial
(770) 308-1989

November 4, 1999

Mr. Carl Redemann
Bible Broadcasting Network, Inc.
8030 Arrowridge Road
Charlotte, North Carolina 28273-5604

Re: Antenna Colocation Lease Agreement between American Tower, L.P. and Bible Broadcasting Network, Inc. at:

American Tower Site: Ellenton / 2628
Bible Broadcast Site: Bradenton

Dear Mr. Redemann:

Enclosed is one fully executed copy of the above referenced agreement. You will note that Bible Broadcasting needs to attach a site plan as part of Exhibit B.

Thank you for your assistance in having this agreement signed. Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Becky Breen", written over a horizontal line.

Becky Breen
Lease Administrator

/bb

Enclosures

cc: Barbara Merrill (w/out enclosures)

H:\GEARONT\WOPM\Ellenton\Bible\GxL\2Bible.doc

ANTENNA COLOCATION LEASE AGREEMENT

This Antenna Colocation Lease Agreement ("Agreement") is entered into this _____ day of _____, 1999, between **AMERICAN TOWER, L.P. ("ATLP")**, and **BIBLE BROADCASTING NETWORK, INC. ("Lessee")**.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) ATLP currently leases or owns a parcel of land ("Land") and owns and operates a telecommunications tower ("Tower") located thereon in the City of Ellenton, County of Manatee, State of Florida, commonly known 5216 69th Street (the Tower and Land are, collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. ATLP hereby leases to Lessee and Lessee leases from ATLP, on a non-exclusive basis, approximately forty (40) square feet of the Land and space on the Tower at the 170-foot level and 100-foot level (collectively, the "Premises") and grants Lessee the right to install and maintain transmission and utility wires, cables, conduits and pipes on the Property including over, under or along a right-of-way extending from the nearest public right-of-way to the Premises; said Premises and right-of-way for access being substantially as described in Exhibit B annexed hereto.

(b) If the Premises are a part of property leased to ATLP under agreement with the owner of the property (the "Prime Lease"), Lessee acknowledges that it has received a copy of the Prime Lease and that it has read and is familiar with its terms. Except as otherwise expressly provided, or except as the terms of the Prime Lease may be in conflict with or inconsistent with the terms of this Agreement, all of the terms, covenants and provisions in the Prime Lease are incorporated into and made a part of this Agreement as if fully set forth in it, ATLP being substituted for the Lessor named in the Prime Lease, and the Lessee herein being substituted for the Lessee named in the Prime lease. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and all of Lessee's rights and obligations hereunder are expressly under and subject to the Prime Lease. In the event the Prime Lease expires or is terminated, this Agreement shall terminate as between ATLP and Lessee on the effective date of termination of the Prime Lease, and ATLP shall have no liability to Lessee therefor. ATLP shall give Lessee written notice of such termination or expiration of the Prime Lease as provided herein or as soon as practicable.

2. Use. The Premises may be used by Lessee only to install, maintain, repair, replace, remove and operate the Lessee Facilities on or in the Premises for the purposes of a communications facility and uses incidental thereto in connection with the provision of telecommunications services. ATLP agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Tests and Construction.

(a) Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making necessary engineering surveys, inspections, soil tests, borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 7(a)); provided, however, such tests and constructing shall be at Lessee's sole cost and expense. Upon Lessee's request, ATLP agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land or Tower in ATLP's possession or available to ATLP and not covered by any existing confidentiality obligation. Prior to installation of the Lessee Facilities on the Tower, Lessee shall obtain, and pay for any and all costs associated with, appropriate structural analyses to determine if the physical condition of the Property is suitable for Lessee's permitted uses.

(b) None of the Lessee Facilities shall be installed on the Tower nor shall any construction pertaining to the Lessee facilities commence until Lessee has submitted its construction and installation plans and list of contractors and subcontractors to ATLP in writing and such plans and list have been approved in writing by ATLP. Lessee shall not alter any plans so approved without following the same procedures. Lessee shall be responsible for grounding all external and internal wiring and cabling installed by Lessee. Lessee shall obtain ATLP's prior written approval of such grounding plans.

4. Term. The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities or February 1, 2000, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in this Agreement. Lessee shall have the right to extend the Term for two (2) successive five (5) year periods ("Renewal Term(s)") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies ATLP of its intention not to renew at least thirty (30) days, but not more than ninety (90) prior to commencement of the succeeding Renewal Term.

5. Contingencies. This Agreement is subject to the following contingencies:

(a) Lessee's ability to obtain all governmental licenses, permits and approvals required of Lessee for its use of the Premises, including without limitation applications for zoning variances, administrative or special use permits, and building and land disturbance permits (collectively referred to as "Governmental Approvals"); provided that Lessee shall have the right, without obligation to do so, to appeal any denial by a governmental agency, and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Lessee. ATLP agrees to make reasonable efforts to cooperate with Lessee and join in any application for Governmental Approvals, provided, however, that ATLP shall be reimbursed by Lessee for any of ATLP's reasonable out-of-pocket costs associated with the foregoing within thirty (30) days of Lessee's receipt of an itemized statement of such costs together with all supporting documentation; and

(b) Consent to this Agreement from the owner of the Land (if other than ATLP), which ATLP will obtain, provided such consent is required.

(c) If either Paragraph 5 contingency is not satisfied or waived within one (1) year from the date hereof (subject to appeal and tolling of this contingency date pursuant to Paragraph 5(a)), ATLP may terminate this Agreement on thirty (30) days written notice without liability.

6. Rent.

(a) Lessee shall pay to ATLP annual rental in the amount of Four Thousand Five Hundred Sixty Dollars (\$4,560.00) per annum ("Rent"), to be paid in equal monthly installments, first such monthly payment to be payable within fifteen (15) business days of the Commencement Date, and subsequent payments, subject to paragraph 6(b) below, shall be payable on the first day of each month.

(b) The Rent shall be increased on each anniversary of the Commencement Date by the greater of five percent (5 %) or the increase in the Consumer Price Index, all Urban Consumers, U.S. City Average, published by the United States Department of Labor Statistics (1982-1984 = 100)(the "Index") for the preceding year. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as if the Index had not been discontinued or revised.

7. Facilities; Utilities; Access.

(a) Lessee, at its sole cost and expense, has the right to erect, maintain and operate on the Premises radio and related communication facilities, including utility lines, transmission lines, an air conditioned equipment shelter or cabinets, electronic equipment, radio transmitting and receiving antennas and supporting structures ("Lessee Facilities") as are specifically described in Exhibit "B." All construction and installation work shall be performed in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense before the expiration or earlier termination of the Agreement; provided Lessee is not in default of the Agreement and Lessee repairs any damage to the Property caused by such removal.

(b) Lessee shall timely pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall draw electricity by submeter and other utilities from the existing utilities on the Property or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property. Any easement necessary for such power or other utilities will be at a location acceptable to ATLP and the servicing utility company.

(c) Lessee shall have the right to install an emergency gasoline, butane, diesel or other fuel-powered generator(s) on the Premises, at Lessee's sole cost and expense, and Lessee covenants that such installation and use shall be in compliance with any applicable federal, state, or local environmental, health, fire, community awareness, safety laws or other applicable laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling having jurisdiction over the Property, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency and Lessee agrees that it will

reimburse ATLP for any increase in ATLP's insurance premiums directly attributable to any such installation or use by Lessee.

(d) Lessee, Lessee's employees, agents and subcontractors may enter on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Premises for the purpose of constructing, installing, operating, maintaining and repairing those parts of the Lessee Facilities as are ground-based. Such access shall be as shown on Exhibit B. Lessee shall not, without prior notice to and approval from ATLP, perform or arrange to be performed normally scheduled installation, maintenance or repair of the Lessee Facilities on the Tower. Any emergency installation, maintenance or repair of the Lessee Facilities on the Tower shall be performed only with prior oral or written approval from ATLP.

8. Non-Interference.

(a) Lessee shall perform an intermod and interference study at the Property and evaluate for interference with its operations the operations of other existing wireless communications users at the Property. Lessee acknowledges that the disclosed uses and frequencies, as presently identified on Exhibit C annexed hereto, do not, if properly and lawfully operated, interfere with Lessee's use of the Property, and that Lessee's use of the Premises will not interfere with such disclosed uses and frequencies.

(b) Lessee further agrees that if Lessee's Facilities cause any measurable adverse interference with the operations of existing wireless communications users at the Property, Lessee shall cause the elimination of such interference in a prompt and timely manner. If such measurable adverse interference by Lessee's Facilities with existing communications equipment cannot be eliminated within a reasonable length of time, but not to exceed forty-eight (48) hours after notice thereof for material interference and thirty (30) days if otherwise measurably adverse, Lessee shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

(c) Following the initial installation of the Lessee Facilities, Lessee agrees not to install any equipment on the Tower or change, the frequency, power, or type of its existing equipment on the Tower without first submitting to ATLP a written proposal regarding the proposed configuration and obtaining the written consent of ATLP, which consent shall not be unreasonably withheld. For purposes of this Paragraph, consent shall be deemed to be unreasonably withheld if (i) the proposed installation or changed, altered, or improved frequency, power, or type of equipment is a use that does not require additional Tower space beyond the existing Tower space or impose any increased stresses or loads on the Tower in excess of applicable engineering standards; (ii) said installation or changed, altered, or improved frequency, power, or type of equipment is authorized by law and is to be made or installed in accordance with good engineering practices; and (iii) the proposed configuration does not interfere with the transmitters, receivers, and equipment of other subtenants or licensees existing on the Tower or on the Property at the date when ATLP receives the aforementioned written proposal.

(d) If any measurable adverse interference with the operations of Lessee's Facilities at the Property is caused by ATLP or anyone now or in the future holding a Property interest from or under ATLP due to improper or unlawful operation, or any subsequent change to or addition of

equipment or improvements by ATLP or any such other wireless communications users at the Property, ATLP agrees reasonably to cause the elimination of same in a prompt and timely manner. If such measurable adverse interference with Lessee's Facilities by ATLP or other wireless communications users at the Property cannot be eliminated within a reasonable length of time, but not to exceed 48 hours after notice thereof for material interference and thirty (30) days if otherwise measurably adverse, ATLP shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

9. **Taxes.** Except as provided immediately below, ATLP shall pay all real property taxes it is obligated to pay under the Prime Lease. Lessee shall reimburse ATLP for any increases in real property taxes which are assessed as a direct result of Lessee's improvements to the Land. As a condition of Lessee's obligation to pay such tax increases, ATLP shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due to Lessee's improvements.

10. **Default; Termination.**

(a) Either party shall be in default under this Agreement if the party fails to perform any material duty or obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than thirty (30) days, then such cure period shall be extended for such time as is reasonably necessary to cure such failure to perform, but only so long as such efforts to cure are commenced within fifteen (15) days after receipt of written notice from the other party and thereafter proceed diligently and in good faith. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, ten (10) day period, without extension.

(b) Upon the occurrence of a default, the nondefaulting party may pursue any and all remedies available under applicable law and any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) Termination of this Agreement by giving the defaulting party written notice of such termination, in which event this Agreement shall be terminated at the time designated in the notice; or

(ii) The recovery from the defaulting party of all costs and expenses incurred by the nondefaulting party in enforcing its rights and remedies under this Agreement, including reasonable attorneys' fees and expenses.

(c) The termination of this Agreement by reason of a party's default shall not relieve the defaulting party of any of its duties and obligations accrued under this Agreement prior to the effective date of such termination.

(d) At the expiration or termination of this Agreement for any reason, Lessee shall surrender to Lessor the Premises, remove the Lessee Facilities, and shall restore the Premises to substantially the same condition existing on the Commencement Date, except for ordinary wear and tear. If Lessee fails to remove the Lessee Facilities as required, the Lessee Facilities will be subject to disconnection, removal and disposal by Lessor. In such event, Lessee will pay to Lessor

upon written demand therefor, the disconnection, removal and storage expenses incurred by or on behalf of Lessor. If the Lessee Facilities are not claimed by Lessee within thirty (30) days following notice from Lessor to Lessee of its removal, Lessor shall have the right to sell all or any portion of the Lessee Facilities. In the event the Lessee Facilities remain on the Premises following termination or expiration of this Agreement (even if it has been disconnected), Lessee shall pay to Lessor holdover rent equal to one hundred twenty-five percent (125%) of the then effective monthly rent, prorated from the date of termination to the date the Lessee Facilities are removed from the Premises by Lessee.

(e) See Exhibit "D" attached 10/26/99

11. **Condemnation.** If the whole or any substantial part of the Property shall be taken by any public authority under the power of eminent domain so as to materially interfere with Lessee's use and occupancy, then the Agreement shall terminate as to the part of the Property so taken, and the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use and/or operation of the Premises. Any Rent paid in advance shall be refunded to Lessee within thirty (30) days of Lessee's written demand.

12. **Insurance.**

(a) Each Party shall carry during the term of this Agreement, at its own cost and expense, the following insurance: (i) "All Risk" property insurance which insures the insuring party's property for its full replacement cost; and (ii) comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$1,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence, and (iii) excess/umbrella coverage of \$2,000,000.

(b) Each Party shall name the other as an additional insured under its liability policy and require its insurance company to endeavor to give at least thirty (30) days' written notice of termination or cancellation of the policy to the additional insured. A certificate of such insurance, together with such endorsement, shall be delivered to the additional insured within thirty (30) days from the execution of this Agreement and before the expiration of any term thereof from an insurance company authorized to do business in the state in which the Property is located.

13. **Assignment.** The rights of the parties under this Agreement may not be assigned without the prior written consent of the other party, except that either party may assign its rights and delegate its duties hereunder to an any individual or firm, corporation, partnership, association, trust or other entity which, whether directly or indirectly, controls, is controlled by, or is under common control with the subject party or to a person or entity that obtains control of the assigning party during the term of this Agreement. For the purposes of this Section, the term "control" means the ownership, directly or indirectly, of sufficient voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. In no event may Lessee sublet all or any part of its interest in the Premises. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14. Warranty of Title and Quiet Enjoyment. ATLP warrants that: (i) ATLP owns or leases the Land and owns and operates the Tower located thereon and has rights of access thereto; (ii) ATLP has full right to make and perform this Agreement; and (iii) ATLP covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

15. Maintenance and Repairs.

(a) Lessee shall perform all repairs necessary or appropriate to keep Lessee's Facilities on or about the Premises or located on any appurtenant rights-of-way or access to the Premises in good and tenantable condition.

(b) ATLP, at ATLP's sole cost and expense, shall maintain the Property and its improvements thereto to the extent required to be maintained by ATLP pursuant to the Prime Lease, in good order and repair, wear and tear, damage by fire, the elements and other casualty excepted. Damage resulting from the acts or omissions of Lessee shall be repaired by Lessee, at Lessee's cost and expense unless otherwise provided herein.

16. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or recognized overnight courier to the address of the respective parties set forth below:

As to Lessee: Bible Broadcasting Network, Inc.
8030 Arrowridge Road
Charlotte, NC 28273-5604
Attn.: Lease Administration

As to ATLP: American Tower, L.P.
3200 Cobb Galleria Parkway, Suite 205
Atlanta, Georgia 30339
Attn: Legal Department

ATLP or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the state in which the Property is located.

(f) Subject to any restrictions in the Prime Lease, ATLP acknowledges that a Memorandum of Agreement may be recorded by Lessee, at Lessee's option, in the official records of the County where the Land is located.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably conditioned, delayed, or withheld.

(h) All Exhibits may be executed in duplicate counterparts, each of which shall be deemed an original.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(j) Each party agrees and hereby waives, any claim for consequential or incidental damages or lost profits as to the other party.

17. Tower Marking and Lighting Requirements.

(a) ATLP shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") provided that if the requirement for compliance results from Lessee's Facilities, Lessee shall pay for the reasonable costs and expenses therefor (including for any lighting automated alarm system).

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by ATLP, ATLP shall allow Lessee to bridge-in to the system to permit a parallel alarm or to install a second alarm (to the extent permitted under the Prime Lease) if a bridge would interfere with ATLP's alarm. Lessee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything to the contrary in this Paragraph 17(b), the responsibility for compliance with FAA and FCC requirements shall remain with ATLP as provided in Paragraph 17(a) above.

18. Indemnity. Lessee agrees to compensate ATLP for damages and to indemnify and to hold ATLP harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) incurred by ATLP and arising from the negligent acts or omissions of Lessee or Lessee's agents, employees, engineers, contractors, subcontractors, or invitees in or about the Premises or arising from Lessee's default pursuant to this Agreement. Except as otherwise specifically provided herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Premises by Lessee shall be so

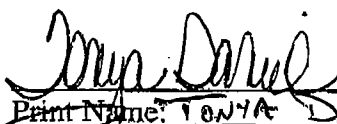
installed, kept, stored, or maintained at Lessee's risk. ATLP shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, hail, flying debris, or other acts of God; provided, however, ATLP agrees to compensate Lessee for damages and to indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) incurred by Lessee and arising from the negligent acts or omissions of ATLP or ATLP's agents, employees, engineers, contractors, or subcontractors in or about the Premises or arising from ATLP's default pursuant to this Agreement. The indemnities described in this Paragraph shall survive termination of this Agreement.

19. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. ATLP represents, warrants and agrees (1) that neither ATLP nor, to ATLP's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law of regulation, and (2) that ATLP will not generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. ATLP and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered this
3 day of Nov, 1999.

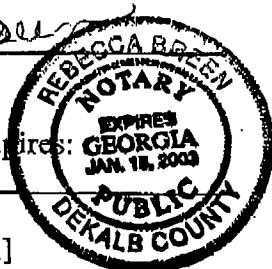
Unofficial Witness:


Print Name: TONYA DANIEL


Notary Public

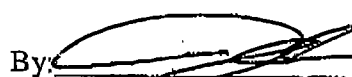
My Commission Expires: GEORGIA
JAN 16, 2003

[Notary Seal]



ATLP:
American Tower, L.P.,
a Delaware limited partnership

By: ATC GP, Inc., its Sole General Partner.

By:  (SEAL)
Name: Jeffrey A. Ellenton
Title: Vice President
Tax ID: 04-3406587
Date: 11/3/99

[Corporate Seal]

Lessee:
Bible Broadcasting Network, Inc.

Signed, sealed and delivered this
_____ day of _____, 1999.

[Signature] President

Print Name: _____

By: [Signature] (SEAL)

Name: Jud MAST

Title: 1st Sec/Treas.

Notary Public

Date: 10/26/99

My Commission Expires:

[Notary Seal]



EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

Site situated in the City of _____, County of Manatee, State of Florida, commonly described as two parcels, the first parcel being that part of the SW 1/4 of the SW 1/4 lying S of Erie Rd, less R/W of I-75, in Section 28, Township 33 South, Range 18 East, said parcel having a street address of 5105 69th St. E; the second parcel being Lots 26, 27, 28, 29, 42, 43, 44, 45 of Mecca Park Colony Subdivision less R/W for I-75, in Section 33, Township 33 South, Range 18 East, Manatee County Florida, having a street address of 5215 69th St. E.

Sketch of Site:

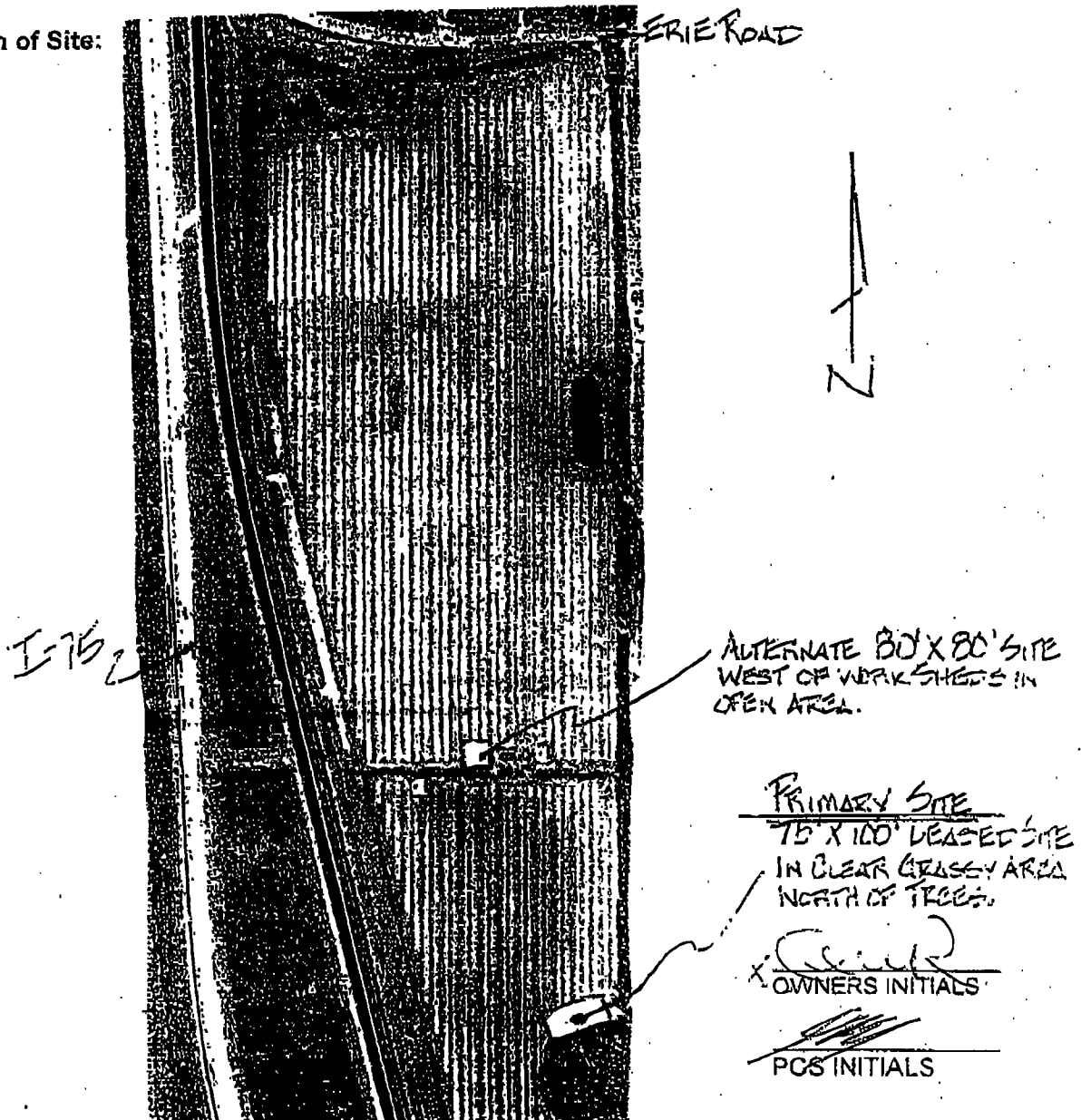


EXHIBIT B

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

LESSEE TO ATTACH SITE PLAN

The Lessee's Facilities are particularly identified as follows:

1. Use: Paging _____ Microwave _____ ESMR/SMR _____
Cellular _____ PCS _____ 2 Way Radio/Repeaters _____
Broadcast XXX Other _____
2. Station: Manufacturer CROWN
Model FM 250T
Power Out 236 (watts)
Height 5.25 (in) Depth 17.5 (in) Width 16.5 (in)
Area dimensions of ground space required: 6 (ft) X 6 (ft)
3. Frequency: T 96.5 R 91.9
4. Antenna: Type Transmit
Make Shively Model 6812.1
Gain (db) _____
Number (1)
Length of antenna 19"
Tower Location (Rad Center) 170' (ft)

Antenna: Type Receive
Make Scala Model HDCA 10HRM
Gain (db) 9.5
Number (1)
Length of antenna 110"
Tower Location (Rad Center) 100' (ft)
Orientation _____ (deg)
Tower Face EAST (N,S,E,W)

Notes:

1. This Exhibit is to include any plans for routing lines, utility wires, etc. on or across the Property.

EXHIBIT C

Existing Frequencies

ATLP'S TENANT FREQUENCIES:

APT/Aerial	@ 180'	TX:	1850-1865
PrimeCo	@ 140'	RX:	1950-1965
		TX:	1870-1885
Sprint	@ 160'	RX:	1900
		TX:	1900

OTHER KNOWN FREQUENCIES ON PROPERTY:

NONE

ADDENDUM TO LEASE

This agreement contemplates that Lessee shall continue to hold a license and such auxiliary authorization from the Federal Communications Commission as may be required to operate its equipment. In the event that Lessee's license or other authorization are revoked, suspended or discontinued in any way, or should Lessee be denied renewal thereof, then Lessee may, at its option, terminate this Agreement upon thirty (30) days prior written notice to Lessor, and thereafter shall have no further obligations under this agreement.

Initial: Lessor

Initial: Lessee

Schedule 3 – Consents

FCC Consent

Consent to Assignment of Lease