

STATE OF FLORIDA
COUNTY OF JACKSON COUNTY

**ASSIGNMENT AND ASSUMPTION
OF LAND OPTION AND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "Assignment") is made and entered into this 28th day of September, 2017, (hereinafter referred to as "Effective Date") by and between:

("Assignor") **Value Concepts, Inc.**
a Georgia corporation; and,

("Assignee") **Municipal Communications, LLC**
a Georgia limited liability company

(collectively referred to herein as the "Parties") for the purpose of assigning from Assignor to Assignee, that certain Land Option and Lease Agreement (the "Agreement") dated February 16th, 2017 between Edward J. Cambre, Sr. and wife, Judith Byars-Cambre, (the "Landlord") and Value Concepts, Inc., Assignor (also the "Tenant").

W I T N E S S E T H:

WHEREAS, Assignor is in the Option period of the Agreement as such term is defined in the Agreement; and,

WHEREAS, Assignor desires to assign to Assignee all of its rights, title and interest in and to the Agreement, and Assignee desires to accept such Assignment and to assume all obligations under the Agreement from and after the effective date, as defined in Section 1 of this Assignment; and,

WHEREAS, the Agreement allows Assignor, as Tenant, to assign the Option to anyone at any time and without notice to the Landlord;

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), in hand paid by Assignee to Assignor, the premises and the representations and covenants hereinafter undertaken and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties covenant and agree as follows:

T E R M S

1. EFFECTIVE DATE. This Assignment shall be effective as of the date first written above ("Effective Date").

2. ASSIGNMENT OF OPTION. Assignor has assigned and transferred, and does by these presents assign and transfer, unto Assignee, subject to all matters of record, that certain Agreement which has been redacted and is attached hereto and incorporated herein as Exhibit A, together with all rights, interests, and options of the Tenant thereunder as of the Effective Date. Assignee agrees to save Assignor harmless from any claims against Assignor in connection with the Agreement arising after the Effective Date hereof.

3. ACCEPTANCE AND ASSUMPTION OF OPTION. Assignee hereby accepts the foregoing transfer and assignment of the Agreement as provided in Section 2 above, and hereby assumes and agrees to perform and discharge each and every term, condition, duty and obligation, to be performed or observed by Assignor and Tenant pursuant to the terms and provisions of the Agreement, on or after the Effective Date hereof. Assignee shall have no responsibility for any obligations of Assignor under the Agreement which were to be performed prior to the Effective Date of this Assignment; and Assignor shall hold Assignee harmless from any claims resulting from Assignor's breach of any term of the Agreement on or before the Effective Date hereof.

4. ACKNOWLEDGMENT BY ASSIGNEE. Assignee hereby acknowledges that it has reviewed the Agreement prior to the execution of this Assignment, and understands the terms, conditions, covenants and obligations as set forth in the Agreement.

5. CONSENT OF LANDLORD. Assignor represents that Landlord's consent to this Assignment during the Option period is not required under the Agreement.

6. MISCELLANEOUS. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Should any portion of this Assignment be deemed to be unenforceable or invalid, then the remaining portion of this Assignment shall be unaffected and survive and be enforceable. In case of any inconsistency between the Agreement and this Assignment, this Assignment shall govern and control. This Assignment shall be governed by, subject to, and interpreted in all respects in accordance with the laws of the state of Florida without regard to such state's conflict of laws principles. This Assignment sets forth the entire agreement and

understanding between the Parties, and supersedes and merges all prior oral and written understandings, representations and discussions between the Parties respecting the subject matter of this Assignment.

(NO FURTHER TEXT; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed the day and year first above written.

Signed and delivered in the presence of:

"Assignor"

Charles McKenna
Witness

Nancy Lewis
Witness

Value Concepts, Inc.

By: H. Buddy Robinson, Jr.

Name: H. Buddy Robinson, Jr.

Title: President

Date: 9/28/17

Signed and delivered in the presence of:

"Assignee"

Wendy Corry
Witness

Hani's Corry
Witness

Municipal Communications, LLC

By: P. R. Corry

Name: Peter R. Corry

Title: CEO

Date: 9/27/2017

STATE OF Georgia

COUNTY OF Fulton

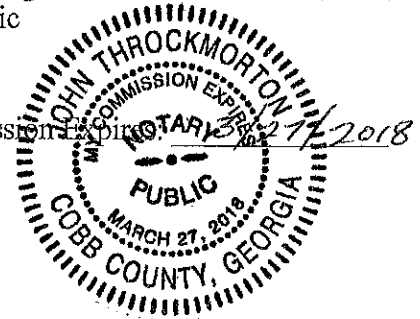
I, John Throckmorton, a notary public in and for said county in said state, hereby certify that Peter Corry, whose name as CEO of Municipal Communications, LLC, a Georgia limited liability company, (the "Assignee"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 27th day of September, 2017.

John Throckmorton
Notary Public

[Notarial Seal]

My Commission Expires: 3-27-2018



STATE OF GEORGIA

COUNTY OF GWINNETT

I, Mandy Von Hoven, a notary public in and for said county in said state, hereby certify that H. Buddy Robinson, Jr., whose name as President of Value Concepts, Inc., a Georgia corporation, ("the Assignor"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of September, 2017.

Mandy Von Hoven
Notary Public

[Notarial Seal]

My Commission Expires: 3-11-2019

Mandy Von Hoven
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires 03/11/2019

EXHIBIT A

See Attached Redacted Agreement

This Instrument Prepared by:
Value Concepts, Inc.
1790 Atkinson Road, Suite D100
Lawrenceville, GA 30043

Tenant's Site Name: **ROUND LAKE**
Tenant's Number: **F8147**

LAND OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 16th day of February, 2017, between Edward J. Cambre, Sr. and wife, Judith Byars-Cambre, a married couple with an address of 2441 Reedy Creek Road; Alford, FL 32420, hereinafter designated Landlord, whether one or more, and Value Concepts, Inc. a Georgia corporation with an address of 1790 Atkinson Road, Suite D100; Lawrenceville, GA 30043, hereinafter designated Tenant.

WITNESSETH:

WHEREAS Landlord is the owner of certain real property ("Property") located in Jackson County, State of Florida, which Property is more particularly described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS Tenant desires to obtain an option to lease a portion of said Property containing approximately 10,000 square feet (100' x 100') (the "Land"), along with Guy Easements together with an easement appurtenant thereto (the "Easement") as specified in the Paragraph below entitled Lease and Easement, of the "Lease Agreement" below (the "Lease") (said Land and Easement being hereinafter called the "Leased Premises"). The Leased Premises is more specifically described herein in Exhibit "B" and as shown and delineated as the highlighted and/or cross-hatched area on Exhibit "B" attached hereto and made a part hereof, and

WHEREAS, Landlord desires to grant Tenant an option to lease the Leased Premises.

NOW, THEREFORE, in consideration of the sum of [REDACTED], hereinafter referred to as Option Money, to be paid by Tenant to Landlord, which Tenant will provide upon its execution of this Agreement, Landlord hereby grants to Tenant the right and option to lease said Leased Premises pursuant to the Lease set forth below in accordance with the covenants and conditions set forth herein (the "Option").

1. The Option may be exercised at any time on or prior to one year from the date of full execution by both parties.
2. At Tenant's election, and upon Tenant's prior written notification to Landlord, the time during which the Option may be exercised may be further extended for six months from the end of the aforementioned first option period, with an additional payment [REDACTED] by Tenant to Landlord for the Option period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option period, or if the Option is exercised during the term of the lease, Landlord decides to subdivide, sell, or change the status of the Leased Premises or Landlord's Property contiguous thereto, Landlord shall immediately notify Tenant in writing so that Tenant can take steps necessary to protect Tenant's interest in the Leased Premises.
3. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Agreement. Landlord further covenants that there are

no other leases, liens, judgments, easements, encumbrances, restrictions or other impediments of title on the Leased Premises.

4. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant.

5. Neither Landlord nor Tenant shall be held liable for or bound by, any statement, agreement or understanding not expressed in this Option.

6. Landlord and Tenant understand and agree that from the date of this Option, the Tenant, its successors or assigns, has the right and privilege to enter upon the Property for the purpose of examining, drilling, surveying and conducting scientific studies, including, but not limited to, environmental and archaeological studies and borings, soil tests, inspections and such other tests and investigations and activities of a similar nature, on or below the ground surface with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant.

7. In the event Tenant does not exercise this Option on or before the expiration date or any extension thereof, then this Option shall become void and of no effect and all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and Landlord shall retain all Option Money, and no additional money shall be payable by either party to the other.

8. During the Option Period, Landlord shall cooperate with Tenant in accordance with the provisions of the Paragraph below entitled Title Insurance and Tenant shall be bound by the provisions contained in Paragraphs below entitled Liability and Indemnity and Environmental Indemnity.

9. Notice of Tenant's exercise of the Option shall be given by Tenant to Landlord in writing in the manner described in the Paragraph below entitled Notices; provided, however, that notwithstanding any provision to the contrary contained in said Notices Paragraph, the exercise of the Option shall be effective on the date set forth in the notice on which date the following Lease shall become effective ("Commencement Date"):

LEASE AGREEMENT

1. Lease and Easement. Landlord hereby leases to Tenant the Land described above, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility (including communications) wires, cables, conduits, pipes, lines and similar facilities together with any and all appurtenances and attachments thereto, over, under or along a forty foot right-of-way extending from the nearest public right-of-way, Reedy Creek Road to the Land, which also includes a 20' x 20' turnaround area, the Easement. Landlord shall cooperate with Tenant in its efforts to obtain utility services along said Easement by signing such documents or agreements as may be required by said utility companies.

2. Right to Survey. Landlord also hereby grants to Tenant the right to survey said Leased Premises, and the survey and legal description on said survey shall then become Exhibit "C", which shall be made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Landlord grants Tenant the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by Tenant to be relevant and pertinent, as such information relates to Landlord's real property, leased or otherwise abutting or surrounding the Leased Premises. Cost for such work shall be borne by Tenant.

3. Initial Term and Rent. This Lease shall be for an initial term of five (5) years (the "Initial Term"), beginning on the Commencement Date, at a monthly rental of \$ [REDACTED], which shall

be due and payable on the 1st day of each month. Rental for any partial month shall be prorated. It is agreed that the first (1st) years rent will be paid in advance.

4. Extension Term, Rent and Payment.

(a) Extension Term. Tenant shall have the option to extend this Lease for seven (7) additional five (5) year terms (each an "Extension Term"). Unless Tenant shall have given to Landlord written notice of its election not to renew this Lease on or before three (3) months prior to the expiration of the Initial Term or, if applicable, the then existing Extension Term, this Lease shall automatically be extended for the next Extension Term. In the event that Tenant so notifies Landlord of its election not to extend, this Lease shall terminate.

(b) Rent. The monthly rent during each subsequent Extension Term shall be in accordance with the following schedule:

- (i) First (1st) Extension Term
- (ii) Second (2nd) Extension Term
- (iii) Third (3rd) Extension Term
- (iv) Fourth (4th) Extension Term
- (v) Fifth (5th) Extension Term
- (vi) Sixth (6th) Extension Term
- (vii) Seventh (7th) Extension Term



(c) Payment. Tenant shall pay rent at the rates set forth above beginning on the Commencement Date and on the 1st day of each month thereafter, during the Initial Term and any subsequent Extension Term(s). Rental for any partial month shall be prorated. Tenant shall make such payment to the address set forth below, or to such other address as Landlord shall, from time to time, designate by written notice:

Edward J. Cambre, Sr. & Judith Cambre
2441 Reedy Creek Road
Alford, FL 32420
ATTN: Edward J. Cambre, Sr.
TELEPHONE: 850-579-4848

5. Holdover. If at the end of the seventh (7th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this 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. Monthly rental for this period shall be equal to the rent paid for the last month of the seventh (7th) Extension Term.

6. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto, including a building or buildings to shelter telecommunications equipment and related office space, a free standing antenna structure of sufficient height now or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Leased Premises (not including the access easement) ("Tenant's Facilities"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities, including, without limitation, the right to develop slope easements and control drainage away from the Leased Premises. Tenant will maintain the Leased Premises in a reasonable condition. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent

upon its obtaining after the Commencement Date of this Lease, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased Premises as required for the use intended by Tenant. Tenant will perform all other acts and bear expenses associated with the rezoning procedure. Landlord agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with the Paragraph below entitled Notices. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to each other.

7. Liability and Indemnity. Each party shall hold harmless and indemnify the other party against and from any loss, injury, death, act of God failure or damage to persons or property which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This Paragraph shall survive the expiration, assignment or termination of this Lease.

8. Insurance. Tenant agrees to acquire and maintain during the term of this Lease:

(a) 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) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence.

(b) Worker's Compensation coverage in compliance with Federal and/or State laws and Employer's Liability with a minimum limit of \$1,000,000 per occurrence.

(c) Business Auto Liability covering autos of the Tenant, including owned, hired and non-owned autos, for Bodily Injury and Property Damage with a combined single limit of \$2,000,000 each Occurrence.

Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. 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 provided that all of the foregoing requirements are satisfied. Tenant shall name the Landlord as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Landlord with a certificate of insurance upon request.

9. Taxes. Tenant will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Tenant shall reimburse Landlord as additional Rent for any increase in real estate taxes levied against the Leased Premises which are directly attributable to Tenant's Facilities and are not separately levied or assessed against Tenant's Facilities by the taxing authorities. Notwithstanding the foregoing, Rent shall be inclusive of any and all applicable sales tax due or owed on Rent payments and it shall be Landlord's responsibility to pay and remit same.

10. Default and Right To Cure. The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of

written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

11. Termination by Tenant for Convenience. Tenant may terminate this Lease, for any cause whatsoever, by giving thirty (30) days' advance, written notice; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's purposes (as determined in Tenant's sole discretion) Tenant may terminate this Lease immediately. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

12. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have ninety (90) days within which to vacate the Leased Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Tenant shall not remove its improvements within the ninety (90) day time period as set forth herein, all such improvements shall become the property of Landlord. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Tenant shall not be liable to Landlord for any damages relating to such removal except as otherwise provided for herein. At Landlord's option when this Lease is terminated and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence to become property of Landlord. If such time for removal causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.

13. Force Majeure. Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.

14. Sale of Property. Should Landlord, at any time during the term of this Lease, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

15. Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Lease to be kept, observed and performed by Tenant, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises, for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.

16. Covenant of Title. Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord further covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit "D" hereto.

17. Assignment. This Lease may be assigned or transferred at any time with thirty (30) days' notice to Landlord by Tenant to any party, or at any time without notice to any present or future affiliate of Tenant, and upon any such assignment and assumption by such assignee of Tenant's obligations hereunder, Tenant shall thereby be released of all obligations under this Lease. Tenant may sublease any portion of the Leased Premises for any purposes consistent with the provisions of the above Paragraph of this Lease entitled Tenant's Facilities; provided, however, that no such sublease shall relieve Tenant of its obligations under this Lease.

18. Notices. Except for the notice provided to Landlord by Tenant exercising the Option, all notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: Edward J. Cambre, Sr. & Judith Cambre
2441 Reedy Creek Road
Alford, FL 32420

Tenant: Value Concepts, Inc.
1790 Atkinson Road, Suite D100
Lawrenceville, GA 30043

19. Binding Agreement. This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

20. Subordination. At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Lease. Tenant shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than ten (10) days after this Lease is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage.

21. Condemnation. If the whole of the Leased Premises or such portion thereof as will, in Tenant's sole judgment, make the Leased Premises unusable for the purposes herein leased, or is condemned by any legally

constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by such public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation of any eminent domain proceeding for the taking of Tenant's leasehold interest hereunder.

22. Tenant's Tower. Tenant, at Tenant's option, may erect a guyed tower, a self-supporting tower or a monopole suitable for its proposed use. Should Tenant choose to erect a guyed tower, Landlord shall and hereby does grant Tenant easements for the purpose of anchoring and mounting guy wires (the "Guy Easements") extending from Tenant's tower. The Guy Easements shall be included together with the Land and Easement as part of the Leased Premises. Said Guy Easements shall extend in three (3) directions from the Land, each being a maximum width of 70 feet and being a maximum length equal to 80% of the height of the proposed tower plus 20 feet. By agreement of the parties, said Guy Easements shall be shown on the survey of the Leased Premises that is to be incorporated herein as Exhibit "C".

Upon completion of a survey, if it is determined that any portion of the Guy Easements and/or Leased Premises are located within other property not described in Exhibit "A" of this Lease but within other property owned by Landlord, Landlord and Tenant agree that the description of the other property may be added to and made a part of this Lease as "Attachment 1" to Exhibit "A".

23. Compliance by Tenant. Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises.

24. Interference.

(a) Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

(b) In the event that Landlord enters into lease or license agreements in the future with others for the larger parcel upon which the Leased Premises is situated for the placement of other communications facilities, then Landlord agrees such leases or license agreements shall include the following provisions:

(i) That such lessees or licensees will install equipment of types and radio frequencies that will not cause interference to Tenant's communications operations being conducted from the Leased Premises;

(ii) that if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference;

(iii) that if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected and eliminated; and

(iv) that if such interference is not completely corrected and eliminated within thirty (30) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's antennas and equipment from the larger parcel upon which the Leased Premises is situated.

25. Utilities. Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises.

26. Environmental Indemnity. Landlord shall hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any violation by Landlord or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*). Tenant shall hold Landlord harmless from and indemnify Landlord from and against any damage, loss, expense or liability resulting from any violation by Tenant or its agents, invitees or contractors of any federal, state or local environmental statute or other law. Landlord's obligations under this Paragraph shall survive the termination or expiration of this Lease.

27. Tenant's Rights. Landlord grants that Tenant has the following rights:

A. Twenty-four (24) hour, seven (7) day a week right of ingress and egress to said guy anchors for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant.

B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's facilities or the tower's guy wires.

28. Title Insurance. Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord, at Landlord's expense, shall cooperate with Tenant's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Tenant's option, should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide the non-disturbance instrument(s) as noted in the above Paragraph of this Lease entitled Subordination, Tenant may withhold and accrue the monthly rental until such time as the requested documents and instruments are received.

29. Partial Invalidity. If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.

30. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

31. Additional Provisions. In addition to the terms and conditions set forth in the body of this Lease, this Lease and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit "E" attached hereto and by reference made a part hereof.

32. Memorandum of Lease. This Lease or a memorandum hereof may be recorded at the option and expense of Tenant. Landlord agrees to, upon request of Tenant, execute any appropriate memorandum of this Lease prepared by Tenant at Tenant's expense.

33. Captions Not Controlling. Paragraph, captions or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

34. Brokerage Commissions and Fees. Tenant and Landlord understand and agree that if either has hired, either verbally or in writing, a broker, realtor, finder or other person to act on behalf of, represent or otherwise assist either of them in connection with this Lease or the transactions contemplated by this Lease, any commissions or fees due or claimed to be due by such broker, realtor, finder or other person shall be the sole responsibility of the party that hired such broker, realtor, finder or other person. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all commissions, fees, costs, expenses, damages, or liability arising out of any claim against the indemnified party by any such broker, realtor, finder or other person hired by the indemnifying party.

35. Survival of Representations. For and in consideration of One Hundred and NO/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the indemnification provisions contained in this Lease shall survive the termination, cancellation, assignment and/or expiration of this Lease.

36. Incorporation of Exhibits. The Exhibits referenced in and attached to this Lease shall be deemed an integral part hereof to the same extent as if written at length herein.

37. Duplicate Originals. Duplicate originals of this Lease shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

38. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

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

(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LANDLORD: EDWARD J. CAMBRE, SR.

Julie Melvin
Witness Julie Melvin
Dawn M Carr
Witness Dawn M Carr

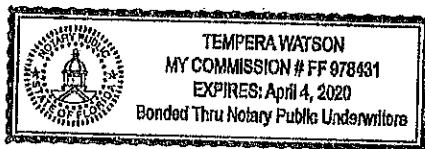
[Signature]
(Signature)
Edward J. Cambre, Sr.
(Name typed or printed)

STATE OF FLORIDA

COUNTY OF Jackson

I, Tempera Watson, a notary public in and for said county in said state, hereby certify that Edward J. Cambre Sr., (the "Landlord") whose name(s) is/are signed to the foregoing instrument and who is/are known to me, or has provided satisfactory evidence of such identity to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he/she/they executed the same voluntarily on the day the same bears date. FL DL# : 461-0

Given under my hand and official seal this 9th day of Feb., 20 17.



Tempera Watson
Notary Public Tempera Watson

[Notarial Seal]

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LANDLORD: JUDITH BYARS-CAMBRE

Julie Melvin
Witness Julie Melvin
Dawn M. Carr
Witness Dawn M. Carr

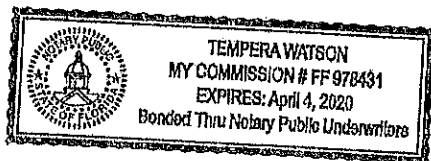
Judith Byars-Cambre
(Signature)
Judith Byars-Cambre
(Name typed or printed)

STATE OF FLORIDA

COUNTY OF Jackson

I, Tempera Watson, a notary public in and for said county in said state, hereby certify that Judith Byars-Cambre, (the "Landlord") whose name(s) is/are signed to the foregoing instrument and who is/are known to me, or has provided satisfactory evidence of such identity to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he/she/they executed the same voluntarily on the day the same bears date. FL CDL #: 687-D

Given under my hand and official seal this 9th day of Feb., 20 17.



[Notarial Seal]

Tempera Watson
Notary Public Tempera Watson

My Commission Expires: _____

TENANT:

Value Concepts, Inc., a Georgia corporation

Marta McKenna

Witness

James McGillis

Witness

H. Buddy Robinson, Jr.

(Signature)

H. Buddy Robinson, Jr.

(Name typed or printed)

President

(Title)

STATE OF GEORGIA

COUNTY OF GWINNETT

I, Mandy Von Hoven a notary public in and for said county in said state, hereby certify that H. Buddy Robinson, Jr., whose name as President of VALUE CONCEPTS, INC., a Georgia corporation, (the "Tenant"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of February, 2017.

Mandy Von Hoven
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires 03/11/2019

[Notarial Seal]

Mandy Von Hoven

Notary Public

My Commission Expires: 3-11-19

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY (ENTIRE LARGER PARCEL)

[INSERT OR ATTACH COPY OF LEGAL DESCRIPTION]

All that part of the SE 1/4 of the SW 1/4 of Section 13, and all that part of NE 1/4 of NW 1/4 of Section 24, Township 3 North, Range 12 West, lying South of Reedy Creek Road and West of St. Andrews Bay Railroad.

Parcel Identification Number: 24-3N-12-0000-0200-0000

[TEMPORARY SKETCH – TO BE REPLACED ONCE LEASE EXHIBIT COMPLETED]

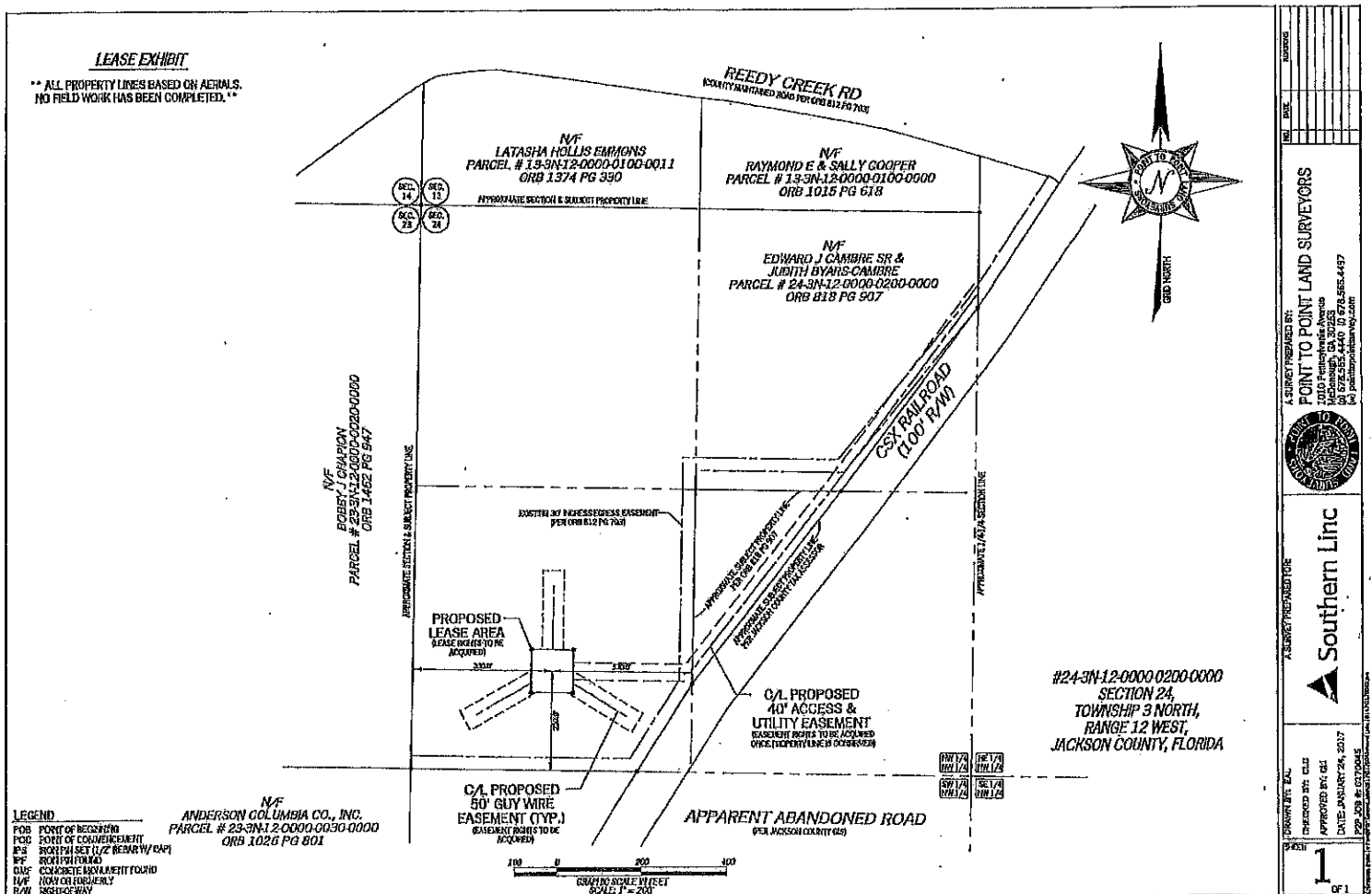


EXHIBIT "C"

SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES

By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a survey of the Leased Premises and Guy Easements, if applicable.

EXHIBIT "D"

PERMITTED EXCEPTIONS

(If none, so state.)

By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a title examination of the Leased Premises.

EXHIBIT "E"

ANY ADDITIONAL TERMS AND CONDITIONS

1. Tenant, at Tenant's expense, will secure a Title Report. The exceptions to Title will be listed on Exhibit "D".
2. Southern Linc Site Tech's and Tower Developer will coordinate routine site maintenance with Landlord.
3. Tenant is to put up a locked gate where Landlord suggests on access easement.
4. Tenant must maintain access road and turnaround.
5. When requested by Landlord in writing, any culverts or property drainage work needed, due to site operation, must be rectified at Tenant's expense, within 60 days of receipt of written notice.