

Site Name: Pendleton

REPEATER

MCI TELECOMMUNICATIONS CORPORATION

SITE LEASE

LEASE made this 31st day of Nov., 1983, by and between PROINC, A MO. COOP. whose address is BOX 230 Rt. #3 WARRENTON, MO. 63303 (hereinafter called "Landlord") and MCI Telecommunications Corporation, a Delaware corporation having an office at 1133 19th Street, N.W., Washington, D.C., 20036, (hereinafter called "Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, the parcel of land (hereinafter called the "Premises") measuring approximately 209' x 209' as shown on the plan annexed hereto as Exhibit A.

TOGETHER WITH 1) any improvements that may be located thereon, 2) such rights of way and easements on, over, under and through the adjoining lands of Landlord, extending from the Premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the Premises, 3) such other rights of way and easements on, over, under and through the adjoining lands of Landlord as may be required by Tenant for the purpose of electricity, gas, water, telephone, and any and all other utilities, 4) the right to park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspection and at times of necessary repair work, and 5) the right to run guy wires from the tower to be constructed on the Premises on, over and across the adjoining lands of Landlord to such points on said lands as shall be necessary for the proper support of the aforementioned tower, including at such points the right to install anchors of such size and material as shall be necessary to secure the aforementioned guy wires.

IT IS UNDERSTOOD and agreed that Tenant shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas. It is also understood and agreed that the aforementioned guy wires and anchors shall be located as shown on the plan annexed hereto as Exhibit A, but that Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises.

All of the foregoing lying within the property described in Exhibit B annexed hereto.

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2. This Lease shall be for a term of 5 years and shall commence on either ~~(a) the date on which Tenant actually starts construction on the Premises or (b) two years from the date of this lease, whichever occurs first~~ Jan. 1, 1984

3. Tenant shall pay Landlord an annual rental of \$1680.00 payable in equal monthly installments of \$140.00 each, in advance, on the first day of each and every month during the term hereof, commencing on the commencement date of the Lease as provided for in Paragraph 2. In the event the commencement date is not the first day of the month, the rent for said month shall be apportioned. The rental payment shall be made to

ARLO INC., A MD. CORP.

This Lease is made in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by Landlord. Such sum shall not be applied toward the initial monthly lease payments.

4. Tenant shall have the option to renew and extend the term of this Lease upon the same terms and conditions, except as specifically stated herein, for ~~three (3)~~ successive periods of five (5) years each. Tenant shall exercise any one or more of said options by giving written notice of such election to Landlord at any time.

In addition, it is agreed to by the parties that the rental payments shall increase by five percent (5%) at the time of each renewal period.

5. Tenant shall have the right to fence the Premises and each of the guy anchor locations but Tenant agrees not to fence the right of way. Tenant may enter upon the Premises and adjacent lands of Landlord from and after the date of execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the right to clear and thereafter to keep clear the Premises, the right of way, guy anchor locations and any utility easement areas, of trees, bushes, rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the Premises. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage.

6. Landlord agrees to pay promptly when due all taxes and assessments levied or imposed against the lands of Landlord and make all payments under any mortgage affecting the same and in the event Landlord fails so to do, Tenant shall have the right (but not the obligation) to protect its interest hereunder by paying said taxes, assessments, or making such mortgage payments and to deduct any amount so paid from the payments of rent due hereunder.

7. Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease, or sublet the Premises, in whole or in part, without Landlord's consent.

8. Landlord agrees that Tenant may peacefully and quietly enjoy the Premises, the right of way and easements granted hereunder subject, however, to the terms, covenants and conditions contained in this Lease. All of the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this Lease until Landlord has given Tenant at least thirty (30) days written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice.

10. All correspondence relating to this Lease shall be sent to Landlord at *BOX 230 Rt. #3 WARRENTON, MD. 63383* and to Tenant at 1133 19th St., N.W., Washington, D.C. 20036, Attn: Law Department, Real Estate Administrator.

11. Tenant shall have the right to cancel this Lease upon ninety (90) days written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party will have any further obligation to the other.

12. All buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, the right of way and guy anchor locations shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and shall be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) or within 60 days thereafter. Landlord hereby expressly waives any and all Landlord's liens or claim of such on said buildings, fixtures, towers, improvements and equipment.

13. Tenant shall pay all increases in real estate taxes affecting the Premises from improvements constructed thereon by Tenant.

14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees.

14B. Access shall always be available to Landlord from the driveway to Landlord's property north of the tower site. P.A.F.

1/18/77 LEASE FILE DUPLICATE

15. Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements, the rights of way and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

16. Landlord agrees to execute and deliver a memorandum of this Lease in recordable form, upon the request of Tenant, and to execute and deliver such other documents, amendments and agreements, such as, but not limited to, easements, licenses and zoning and building applications, as Tenant shall require for the proper conduct of its business and in order to carry out the purpose and intent of this Lease, so long as such documents, amendments and agreements are not inconsistent with and do not materially change the general intent of this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

Witness:

Arthur A. Brown
Arthur A. Brown

LANDLORD:

ARLO Inc. by
Thylus A. Femmer, Pres

Attest:

C. Bolton-Smith, Jr.
C. Bolton-Smith, Jr.
Assistant Secretary

TENANT:

MCI TELECOMMUNICATIONS CORPORATION

By:

William E. Conway
~~William E. Conway~~ *Timothy D. Fitzpatrick*
Senior Vice President ~~William E. Conway~~

(Acknowledgements Attached)

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Exhibit A - Legal Description

It is understood and agreed to by the parties that the Exhibit A referred to in the Lease evidencing the boundaries of the Lease Premises and the tower, equipment and other fixtures to be located thereon will be attached to and made a part of this Lease as soon as it is made available by Tenant's surveyors.

AGREED AND ACCEPTED:

LANDLORD:

AT&T Inc. by
Thyllis A. Femmer, Pre

TENANT:

MCI TELECOMMUNICATIONS CORPORATION

William E. Conway
William E. Conway
Senior Vice President

ACKNOWLEDGEMENT OF LANDLORD

COUNTY OF WARREN)
STATE OF MISSOURI) S.S.

On this 21st day of November, 1983, before me personally appeared Phyllis A. Femmer, to me personally known who, being by me duly sworn, did say that she is the President of ARLO Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Phyllis A. Femmer acknowledged the execution of the said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said District of Columbia on the day and year last above written.


NOTARY PUBLIC
Patricia R. Zbroweste

My Commission Expires:
May 30, 1986

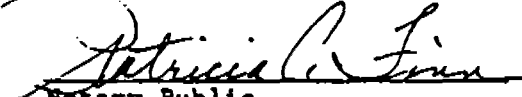
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ACKNOWLEDGEMENT OF ^{TENANT}~~LANDLORD~~

WASHINGTON
STATE OF ~~MISSOURI~~)
District of Columbia) .SS:
~~COUNTY OF~~ COLUMBIA)

On this 13th day of January, 1984, before me personally appeared William E. Conway, to me personally known who, being by me duly sworn, did say that he is the Vice President of MCI Telecommunications Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Sr. Vice Pres. acknowledged the execution of the said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said on the day and year last above written.


Notary Public

My Commission Expires: My Commission Expires December 14, 1987

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Pendleton, Mo.

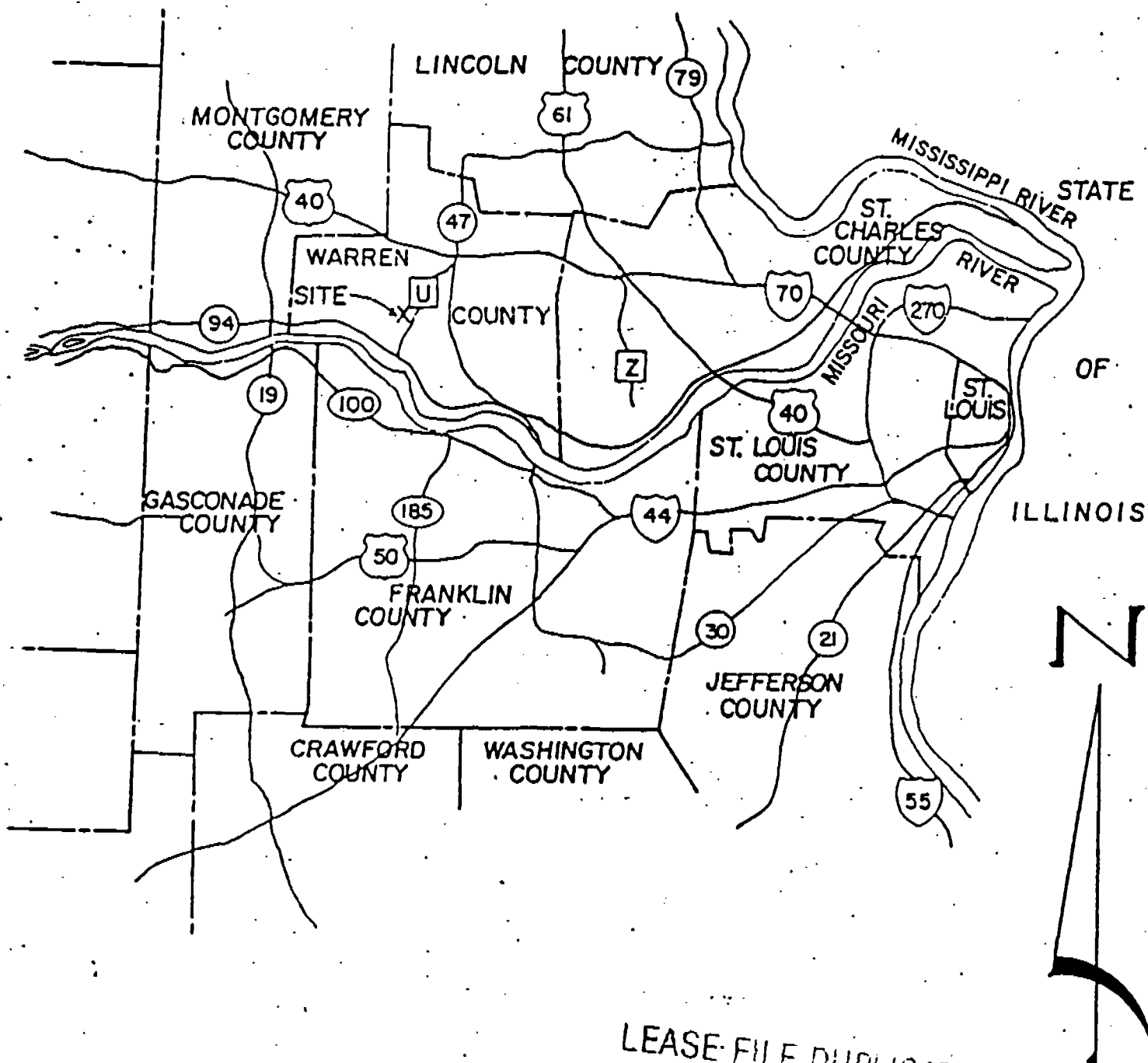
SITE DATA

MCI Carrier: _____
Site Name PENDLETON SITE
Ref. Quad. Map TRELOAR
Lat.: N38°43'57" Long.: W91°12'52"
Tower Height: 250 ft., Type Guyed and
number of guys 3
Ground Elev. at Tower Base: 921.89

EXHIBIT "A" Sheet 1 of _____

PROPERTY DATA

Owners Name: Phyllis Femmer
General Location: 75 mi. to Warrenton
County: Warren
State: Missouri
Prepared by: Clayton Engr. Date: 12-19-81
See Exhibit "B" for description of
owner's property.



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GENERAL LOCATION

LAND DESCRIPTION
FOR
MCI TELECOMMUNICATIONS CORP.

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Iron Rod at the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 23; thence South 57 degrees 15 minutes 30 seconds East, 239.64 feet to an Old Iron Rod in the most Northerly corner of a 2.20 Acre tract of land; thence along the Northwest line of said 2.20 Acre tract, South 45 degrees 55 minutes 25 seconds West, 469.96 feet to the most Westerly corner thereof; thence leaving said 2.20 Acre tract and running South 45 degrees 55 minutes 41 seconds West, 89.86 feet to the point of beginning in the Northeast line of the herein described 1.00 Acre tract of land; thence South 36 degrees 08 minutes 13 seconds East, 168.70 feet to a point; thence South 53 degrees 51 minutes 47 seconds West, 208.71 feet to a point; thence North 36 degrees 08 minutes 13 seconds West, 208.71 feet to a point; thence North 53 degrees 51 minutes 47 seconds East, 208.71 feet to a point; thence South 36 degrees 08 minutes 13 seconds East, 208.71 feet to the point of beginning, and containing 1.00 Acre.

May 7, 1984

LEASE #11-8-0000000000

DESCRIPTION
FOR
ROAD AND UTILITY EASEMENT
MCI TELECOMMUNICATIONS CORP.

A tract of land generally 30 feet wide for a Road and Utility Easement being part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Iron Rod at the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 23; thence South 57 degrees 15 minutes 30 seconds East, 239.64 feet to an Old Iron Rod in the most Northerly corner of a 2.20 Acre tract of land; thence along the Northwest line of said 2.20 Acre tract, South 45 degrees 55 minutes 25 seconds West, 469.96 feet to the most Westerly corner thereof; thence leaving said 2.20 Acre tract and running South 45 degrees 55 minutes 41 seconds West, 89.86 feet to a point in the Northeast line of a 1.00 Acre tract of land; thence South 36 degrees 08 minutes 13 seconds East, 168.70 feet to a point; thence South 53 degrees 51 minutes 47 seconds West, 70.35 feet to the place of beginning, also being on the East line of the 30 foot wide road and utility easement; thence South 36 degrees 08 minutes 13 seconds East to a point; thence 51.62 feet along a curve to the left with a radius of 35 feet, to a point; thence North 59 degrees 21 minutes 47 seconds East, 374.49 feet to a point; thence 52.00 feet along a curve to the left with a radius of 41.0 feet to a point on the West right-of-way line of County Highway 'U' (40 feet wide); thence South 13 degrees 8 minutes 73 seconds East, along the road right-of-way line a distance of 110.55 feet to a point; thence 67.4 feet along a curve to the left with a radius of 36.0 feet to a point; thence South 59 degrees 21 minutes 47 seconds West,

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a distance of 440.07 feet to a point; thence North 30 degrees 38 minutes 13 seconds West, a distance of 30.0 feet to a point; thence 47.65 feet along a curve to the left with a radius of 37.5 feet to a point; thence North 36 degrees 8 minutes 13 seconds East, a distance of 143.26 feet; thence North 53 degrees 51 minutes 47 seconds East, a distance of 30.0 feet to the point of beginning.

May 7, 1984

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