

This instrument was prepared by

(Name) ✓ Carleta Roberts Hawley, Esq.

(Address) 1400 Park Place Tower, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MASADA COMMUNICATIONS, INC., an Alabama corporation,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Bank of New England, N.A.

Fleet National Bank

State Street Bank and Trust Company and Connecticut General Life

Insurance Company

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fifty Thousand and No/100 Dollars

(\$ 50,000.00), evidenced by certain promissory notes in the aggregate principal amount of \$28,000,000 issued in connection with that certain Amended and Restated Revolving Credit and Term Loan Agreement dated August 6, 1986 (the "Loan Agreement") between Bank of New England, N.A., Fleet National Bank and State Street Bank and Trust Company and Masada Communications, Inc. and the Amendment to Note Agreement between Connecticut General Life Insurance Company and Masada Communications, Inc. dated August 6, 1986. Notwithstanding the foregoing, the maximum amount secured by this mortgage shall be \$50,000 plus interest and charges thereon, it being understood and agreed that such principal sum of \$50,000 shall be the last portion of the indebtedness to be repaid. The occurrence of an event of default (as defined in the Loan Agreement or in the Note Agreement amended by the Amendment to Note Agreement) shall be a default hereunder.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Masada Communications, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, and all fixtures located or ~~located in Shelby County, Alabama~~ to-wit: to be located thereon.

See Exhibit A attached hereto.

This mortgage indenture is also as a Financing Statement filed as a fixture filing under Alabama Code §7-9-402(6) (effective 2-1-82); the secured parties' addresses are Bank of New England, N.A., 28 State Street, Boston, Massachusetts; Fleet National Bank, 111 Westminister Street, Providence, Rhode Island 02903; State Street Bank and Trust Company, 225 Franklin Street, Boston, Massachusetts 02110; Connecticut General Life Insurance Company, c/o CIGNA Capital Advisers, Inc. N-74, Hartford, Connecticut 06152; the debtor's mailing address is 3940 Montclair Road, Birmingham, Alabama 35213.

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EXHIBIT A

- (1) A lot or parcel of land in the NW 1/4 of the NE 1/4, Section 10, Township 21 South, Range 1 East Shelby County, Alabama, described as follows: From the Northeast corner of said 1/4-1/4 Section run South along the East 1/4-1/4 line for 65.26 feet to a point on the South right-of-way line of County Road No. 9; thence run Westerly along said road right-of-way line for 28.22 feet to the point of beginning of subject parcel of land; from said point thus established, continue to run along said road right-of-way line for 210 feet; thence deflect left 85 degrees 19 minutes and run Southerly and parallel to the East lot line for 420 feet; thence deflect left 94 degrees 41 minutes and run East and parallel to said Highway right-of-way line for 210 feet to a point on a fence; run thence Northerly and parallel to the West lot line for 420 feet, and back to the point of beginning. Situated in Shelby County, Alabama.
- (2) A lot or parcel of land in the West 1/2 of SE 1/4 of NE 1/4, Section 3, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: From the Northwest corner of said West 1/2 of SE 1/4 of NE 1/4, run South along the West line of said West 1/2 of SE 1/4 of NE 1/4 for 132 feet to the point of beginning of the lot herein described; from said point thus established, deflect left 77 degrees 30 minutes and run Easterly for 154.3 feet to a point on a fence; thence run Southerly along said fence for 283 feet; thence deflect right 85 degrees 35 minutes and run Westerly for 132.8 feet to a point on the West line of said West 1/2 of SE 1/4 of NE 1/4; run thence North along the West line of said West 1/2 of SE 1/4 of NE 1/4 for 327.7 feet back to the point of beginning. Situated in Shelby County, Alabama.
- (3) Part of Southwest 1/4 of Southwest 1/4 of Section 13, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at Southwest Corner of Southwest 1/4 of Southwest 1/4 of said Section 13, thence in an Easterly direction along South boundary of said quarter-quarter section 363.00 feet; thence turning an angle of 99 degrees, 50 minutes, and 30 seconds, (measured) to the left in Northwesterly direction 118.84 feet (measured) thence turning an angle of 0 degrees and 28 minutes to the left in Northwesterly direction 20.00 feet; thence turning an angle of 101 degrees and 15 minutes to the right in Easterly direction 150.00 feet to the point of beginning of tract of land herein described: thence continuing in straight line along last mentioned course in Easterly direction 84.00 feet; thence turning an angle of 88 degrees and 17 minutes to the left in Northerly direction 161.43 feet, thence turning an angle of 91 degrees and 43 minutes to the left in Westerly direction 121.00 feet; thence turning an angle of 101 degrees and 15 minutes to the left in Southeasterly direction 164.50 feet to the point of beginning.

(4) All of the Mortgagor's interest in the following described lease agreements, copies of which are attached hereto:

(a) Lease, dated October 1, 1981 between Donald H. Lovelady, Lessor, and Tac-Can of Alabama, Inc. ("Tac-Can"), Lessee, assigned by Tac-Can to Masada Telecommunications, Inc. ("MTI") on November 8, 1985, and assigned by MTI to Mortgagor on June 27, 1986, covering premises in Montevallo.

(b) Lease, dated November 2, 1981 between Basil R. Smith and Richard B. Smith d/b/a Smith's Kashway, Lessor, and Tac-Can, Lessee, assigned by Tac-Can to MTI on November 8, 1985, and assigned by MTI to Mortgagor on June 27, 1986, covering premises in Columbiana.

(c) Sublease to Hank's Ambulance Service by Mortgagor of space in building leased by Mortgagor pursuant to lease described in (b) above.

(5) All fixtures thereon, or elsewhere in said county, including all CATV equipment, amplifiers, cables, antenna installations, connections, towers, earth stations and associated equipment.

ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT OF SUBLEASE (this "Assignment"), made and entered into this 27 day of June, 1986, by and between MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignor"), and MASADA COMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successor in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated April 1, 1985, by and between Tac-Can of Alabama, Inc. as lessor or landlord, assigned by Tac-Can of Alabama, Inc. to Assignor and assumed by Assignor on November 8, 1985, and Hank's Ambulance Service as sublessee or lessee (hereinafter referred to as the "Lease"), which Lease covers the sublease of a portion of the Assignor's cable television system office in Shelby County, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as lessor or landlord thereunder.

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2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that:

(a) The copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety; and

(b) The Assignor has not made any assignment, other than this Assignment, of any of the rights of the Assignor under the Lease.

3. Successor and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have caused this Assignment to be executed on the day first above written.

ASSIGNOR:

MASADA TELECOMMUNICATIONS, INC.,
an Alabama corporation

By: [Signature]
Its: President

ASSIGNEE:

MASADA COMMUNICATIONS, INC.,
an Alabama corporation

By: [Signature]
Its: Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Celeste C. Johns a Notary Public in and for said County
in said State, hereby certify that Terry H. Johnson
whose name as President of Masada Telecommunications, Inc.,
a corporation, is signed to the foregoing conveyance and who is known
to me, acknowledged before me on this day that being informed of the
contents of the conveyance, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of June, 1986.

Celeste C. Johns
NOTARY PUBLIC
My Commission Expires: 6/2/90



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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Celeste C. Johns a Notary Public in and for said County in said State, hereby certify that Daryl G. Harms whose name as Vice President of Masada Communications, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of June, 1986.

Celeste C. Johns
NOTARY PUBLIC
My Commission Expires: 6/2/90



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ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT OF SUBLEASE (this "Assignment"), made and entered into this 8 day of November, 1985, by and between OMNI CABLE TV CORPORATION, a Delaware corporation and TAC-CAN OF ALABAMA, INC., an Alabama corporation (together the "Assignor"), and MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successors in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated April 1, 1985, by and between Assignor as lessor or landlord, and Hank's Ambulance Service as sublessee or lessee (hereinafter referred to as the "Lease"), which Lease covers the sublease of a portion of the Assignor's cable television system office in Shelby County, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as lessor or landlord thereunder.

2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that:

(a) The copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety; and

(b) The Assignor has not made any assignment, other than this Assignment, of any of the rights of the Assignor under the Lease.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Joseph E. Gibbs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and upon oath, acknowledged himself to be the Vice President of Masada Telecommunications, Inc., an Alabama corporation, that he executed the foregoing instrument for the purpose therein contained by signing his name for and in behalf of Masada Telecommunications, Inc.

WITNESS my hand and seal this 8th day of November, 1985.

My Commission Expires: 3/30/87

[S E A L]

Marian LeBlanc
Notary Public

MARIAN LeBLANC
Notary Public, State of New York
No. [REDACTED]
Qualified in New York County
Commission Expires March 30, 1987

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H&E(1-27)749-20.1

will replace all glass broken and keys lost or broken, if any, when broken and lost; that the lessee will pay all bills for gas and electricity and all other utilities used on or about said premises; that the Lessee will take good care of said premises, commit no waste of property or permit the same to be done, and will keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures, and clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's ^{employees} ~~family~~, or any other person or persons on or about said premises, and that failing to do so, the Lessor, by giving five days' notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and shall be paid by the Lessee to the Lessor on the first day of the month following the month in which the same was incurred by the Lessor; that the Lessor shall have a lien upon all goods, furniture, and effects and fixtures of the Lessee on said premises, or to be placed thereon during the term of said lease, for the rent for the full term thereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.

6. (Acceleration of rent and termination of lease on default or violations) In the event the Lessee fails to pay any one or more of said installments of rent, or any amount owing or accruing hereunder, as and when due, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral or illegal purpose prohibited by State, County, City or Federal laws, or if Lessee permits the same to be used for any purpose other than those for which the premises are hereby let, or if the Lessee vacates said premises before the expiration of the term of said lease without the written consent of the Lessor or his Agents, or if Lessee violates any of the other terms, conditions, or covenants herein contained in said lease, then, and upon the happenings of any one or more of said events, Lessor or his Agent may, at their option, mature and make due and payable all rent reserved herein, immediately upon giving written notice to said Lessee.

The Lessor or his Agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events or other violations of the terms hereof, and may, upon giving twenty-four

7. Lessee shall not sub-lease, underlease or sub-let said premises or any part thereof or transfer and assign this lease without the prior written consent of Lessor.

8. (Termination of lease upon total destruction, injury, or condemnation) THIS LEASE SHALL BECOME NULL AND VOID in the event the said dwelling shall be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family, or other occupants of the within leased premises, or in the event said dwelling shall be condemned and the Lessors or his Agent be forced to tear down and remove said building by any governmental authority, and the liability of the Lessee for the rents thereafter accruing shall cease upon the happenings of either of said events, and such condemnation by said authorities, destruction, or injury shall operate as a cancellation of this lease and the Lessee shall thereupon at once give up possession without further notice from Lessor or his agent and surrender possession of said premises to the Lessor or his Agent, and rent shall be payable only to the time of said surrender.

9. (Partial destruction) If said premises are so injured by fire, wind, earthquake, or other casualty as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said injury is given by Lessee to the Lessor or his Agent, then and in any of those events, the Lessor or Agent may repair the same within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit conditions bears to said premises in their condition before said injury; provided, however, that in the event Lessor or his Agent fails to commence said repairs within thirty days after Lessee shall notify Lessor or his agent of such injury, this lease may be terminated by Lessee, by written notice, at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor or his Agent.

10. In the event Lessee violates any of the terms of this agreement, Lessee agrees to pay a reasonable attorney's fee to Lessor in the event of the employment of an attorney to collect any rents, damages or amounts which may be due by Lessor under the terms of this agreement or to enforce the same, and Lessee does hereby waive any and all rights to claim or have any personal property of the Lessee exempt from levy or other legal process under the constitution and laws of the State of Alabama or any other State of the United States.

IN TESTIMONY WHEREOF; we have hereunto set our hands in duplicate on this the date first given above.

James Murphy
Witness

Richard Murphy (SEAL)
Lessee

Witness

Lessee (SEAL)

James Murphy
Witness

Richard Murphy (SEAL)
Lessor

Witness

Lessor (SEAL)

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[Letterhead of Masada Telecommunications, Inc.]

Smith's Kashaway
P. O. Box 465
Columbiana, Alabama 35051


Re: Lease for Office Space in Columbiana, Alabama

Dear Smith's Kashaway:

This is to inform you that the assets of Masada Telecommunications, Inc. are being sold to Masada Communications, Inc. and Masada Communications, Inc. is assuming all obligations under the Lease from the time of the transfer of the assets. In accordance with our Lease with you, your consent is necessary for the assignment of the above-referenced Lease. Please sign in the space provided below. Thank you for your cooperation in this matter.

Sincerely,

MASADA TELECOMMUNICATIONS, INC.

By: 
Its: Vice President

Contingent upon the Closing of proposed sale the consent to the assignment of the above-referenced Lease is hereby agreed to.

SMITH'S KASHAWAY

By: Richard B. Smith
Its: owner

Dated: 6/25/86

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STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this
25 day of June, 1986, by Daryl E. Harms.

Linda M. Childress
Notary Public

My Commission Expires: 5/2/87



(NOTARIAL SEAL)

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ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment"), made and entered into this 27 day of June, 1986, by and between MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignor"), and MASADA COMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successors in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated November 2, 1981, by and between Basil R. Smith and Richard B. Smith d/b/a SMITH'S KASHWAY as lessor or landlord, and Tac-Can of Alabama, Inc., as lessee or tenant, assigned by Tac-Can of Alabama, Inc. to Assignor and assumed by Assignor on November 8, 1985 (hereinafter referred to as the "Lease"), which Lease covers the Assignor's cable television system office in Shelby County, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

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TO HAVE AND TO HOLD unto the Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as tenant or lessee thereunder.

2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that the copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety.

3. Successor and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have caused this Assignment to be executed on the day first above written.

ASSIGNOR:

MASADA TELECOMMUNICATIONS, INC.,
an Alabama corporation

By: _____
Its: _____

ASSIGNEE:

MASADA COMMUNICATIONS, INC.,
an Alabama corporation

By: _____
Its: _____

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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Celeste C. Johns Notary Public in and for said County
in said State, hereby certify that Terry H. Johnson
whose name as President of Masada Telecommunications, Inc.,
a corporation, is signed to the foregoing conveyance and who is known
to me, acknowledged before me on this day that being informed of the
contents of the conveyance, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 22nd day of June, 1986.

Celeste C. Johns
NOTARY PUBLIC
My Commission Expires: 6/2/90

[SEAL]

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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Cecilia C. Johnson Notary Public in and for said County in said State, hereby certify that Daryl E. Harms whose name as Vice President of Masada Communications, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of June, 1988.

Cecilia C. Johnson
NOTARY PUBLIC
My Commission Expires: 6/2/90



ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment"), made and entered into this 8 day of November, 1985, by and between OMNI CABLE TV CORPORATION, a Delaware corporation and TAC-CAN OF ALABAMA, INC., an Alabama corporation (together the "Assignor"), and MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successors in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated November 2, 1981, by and between Basil R. Smith and Richard B. Smith d/b/a SMITH'S KASHWAY as lessor or landlord, and Assignor as lessee or tenant (hereinafter referred to as the "Lease"), which Lease covers the Assignor's cable television system office in Shelby County, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

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TO HAVE AND TO HOLD unto the Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as tenant or lessee thereunder.

2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that:

(a) The copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety; and

(b) The Assignor has not made any assignment, other than this Assignment, of any of the rights of the Assignor under the Lease.

STATE OF ALABAMA)

SHELBY COUNTY)

WITNESS THIS LEASE made this 2nd day of November, 1981, by and between Basil R. Smith and Richard B. Smith d/b/a SMITH'S KASHWAY, hereinafter referred to as "Lessor", and Tac Can of Alabama Shelby Co, Div. hereinafter referred to as "Lessee":

WITNESS, that the Lessor does hereby rent and lease unto Lessee the real property hereinafter described situated in Shelby County, Alabama, to-wit:

Old Hwy 25
108 ~~South Court Street~~
Columbiana, Alabama 35051

The above said property is leased unto Lessee for occupation by Lessee as a Warehouse, Shop and Office and not otherwise, for and during the term from the 2nd day of November, 1981, until the 30th day of November, 1986.

IN CONSIDERATION WHEREOF said Lessee agrees to pay to said Lessor the sum of Three Hundred Twenty Five and no/100 DOLLARS (\$325.00) per month, in advance, as rental for said premises. This agreement and lease entered into subject to the following terms, agreements and conditions.

1. (Possession by Lessee) The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely to the acts of the Lessor.

2. (No warranty as to condition of premises) Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUITABLE for the use and purposes for which they are hereby let.

3. (Right of entry for repairs and inspection) The Lessor shall not be required to make any repairs or to do any work on or about the said premises but Lessor shall have the right to enter said premises at any reasonable hour to make inspections or any repairs which Lessor in his sole discretion deem advisable.

4. (Consent required for alterations) Lessee agrees not to make any alterations, in said building or premises whatsoever without the prior written consent of Lessor.

5. (Broken glass; lost keys; gas and electricity; repairs; lessor's lien) The Lessee further agrees with the Lessor as follows: that the Lessee

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will replace all glass broken and keys lost or broken, if any, when broken and lost; that the lessee will pay all bills for gas and electricity and all other utilities used on or about said premises; that the Lessee will take good care of said premises, commit no waste of property or permit the same to be done, and will keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures, and clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's ^{employees} ~~family~~, or any other person or persons on or about said premises, and that failing to do so, the Lessor, by giving five days' notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and shall be paid by the Lessee to the Lessor on the first day of the month following the month in which the same was incurred by the Lessor; that the Lessor shall have a lien upon all goods, furniture, and effects and fixtures of the Lessee on said premises, or to be placed thereon during the term of said lease, for the rent for the full term thereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.

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6. (Acceleration of rent and termination of lease on default or violations) In the event the Lessee fails to pay any one or more of said installments of rent, or any amount owing or accruing hereunder, as and when due, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral or illegal purpose prohibited by State, County, City or Federal laws, or if Lessee permits the same to be used for any purpose other than those for which the premises are hereby let, or if the Lessee vacates said premises before the expiration of the term of said lease without the written consent of the Lessor or his Agents, or if Lessee violates any of the other terms, conditions, or covenants herein contained in said lease, then, and upon the happenings of any one or more of said events, Lessor or his Agent may, at their option, mature and make due and payable all rent reserved herein, immediately upon giving written notice to said Lessee.

The Lessor or his Agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events or other violations of the terms hereof, and may, upon giving twenty-four

7. Lessee shall not sub-lease, underlease or sub-let said premises or any part thereof or transfer and assign this lease without the prior written consent of Lessor.

8. (Termination of lease upon total destruction, injury, or condemnation) THIS LEASE SHALL BECOME NULL AND VOID in the event the said dwelling shall be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family, or other occupants of the within leased premises, or in the event said dwelling shall be condemned and the Lessors or his Agent be forced to tear down and remove said building by any governmental authority, and the liability of the Lessee for the rents thereafter accruing shall cease upon the happenings of either of said events, and such condemnation by said authorities, destruction, or injury shall operate as a cancellation of this lease and the Lessee shall thereupon at once give up possession without further notice from Lessor or his agent and surrender possession of said premises to the Lessor or his Agent, and rent shall be payable only to the time of said surrender.

9. (Partial destruction) If said premises are so injured by fire, rain, wind, earthquake, or other casualty as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said injury is given by Lessee to the Lessor or his Agent, then and in any of those events, the Lessor or Agent may repair the same within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit conditions bears to said premises in their condition before said injury; provided, however, that in the event Lessor or his Agent fails to commence said repairs within thirty days after Lessee shall notify Lessor or his agent of such injury, this lease may be terminated by Lessee, by written notice, at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor or his Agent.

10. In the event Lessee violates any of the terms of this agreement, Lessee agrees to pay a reasonable attorney's fee to Lessor in the event of the employment of an attorney to collect any rents, damages or amounts which may be due by Lessor under the terms of this agreement or to enforce the same, and Lessee does hereby waive any and all rights to claim or have any personal property of the Lessee exempt from levy or other legal process under the constitution and laws of the State of Alabama or any other State of the United States.

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11... (The Lessor, Basil R. Smith and Richard B. Smith d/b/a SMITH'S KASHWAY agree to keep the heating and cooling system and general building repairs in a good and usable condition.

12. (The Lessor and Lessee agree to adjust the rent at the end of each year of this lease according to the National inflation rate, up or down, for the coming year.

BOOK 084 PAGE 700

IN TESTIMONY WHEREOF, we have hereunto set our hands in duplicate on this the date first given above.

Alana Rice
Witness

Richard Murphy (SEAL)
Lessee

Witness

Lessee (SEAL)

Margaret Boyd
Witness

Basil R. Smith (SEAL)
Lessor

Witness

Richard B. Smith (SEAL)
Lessor

BOOK 684 PAGE 701

Cable T.V.

Tac Can of Alabama
Shelby Division
P.O. Box 36
Montevallo, Alabama 35115

Smith's Kashaway
PO Box 465
Columbiana, AL 35051

RE: Lease for office space in
Columbiana, AL

Dear Smith Kashaway:

This is to inform you that the assets of Tac-Can of Alabama, Inc are being sold to Masada Telecommunications, Inc and Masada Telecommunications, Inc is assuming all obligations under the Lease from the time of the transfer of the assets. In accordance with our Lease with you, your consent is necessary for the assignment of the above referenced Lease. Please sign in the space provided below. Thank you for your cooperation in this matter.

Sincerely,



Richard Murphy

State Manager

Contingent upon the Closing of proposed sale the consent to the assignment of the above referenced Lease is hereby agreed to.

Smith's Kashaway

By: Richard R. Smith

Dated: 10/4/75

[Letterhead of Masada Telecommunications, Inc.]

Smith's Kashaway
P. O. Box 465
Columbiana, Alabama 35051


Re: Lease for Office Space in Columbiana, Alabama

Dear Smith's Kashaway:

This is to inform you that the assets of Masada Telecommunications, Inc. are being sold to Masada Communications, Inc. and Masada Communications, Inc. is assuming all obligations under the Lease from the time of the transfer of the assets. In accordance with our Lease with you, your consent is necessary for the assignment of the above-referenced Lease. Please sign in the space provided below. Thank you for your cooperation in this matter.

Sincerely,

MASADA TELECOMMUNICATIONS, INC.

By: 
Its: Vice President

Contingent upon the Closing of proposed sale the consent to the assignment of the above-referenced Lease is hereby agreed to.

SMITH'S KASHAWAY

By: Richard B. Smith
Its: owner

Dated: 6/25/86

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this
25 day of June, 1986, by Daryl E. Harms.

Linda M. Childress
Notary Public

My Commission Expires: 5/2/87

(NOTARIAL SEAL)

BOOK 084 PAGE 704

ASSIGNMENT OF LEASE

THE ASSIGNMENT OF LEASE (this "Assignment"), made and entered into this 27 day of June, 1986, by and between MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignor"), and MASADA COMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successors in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated October 1, 1981, by and between Donald H. Lovelady as lessor or landlord, and Tac-Can of Alabama, Inc. as lessee or tenant, assigned by Tac-Can of Alabama, Inc. to Assignor and assumed by Assignor on November 8, 1985 (hereinafter referred to as the "Lease"), which Lease covers the Assignor's cable television system office in Montevallo, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as tenant or lessee thereunder.

2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that:

(a) The copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety; and

(b) The Assignor has not made any assignment, other than this Assignment, of any of the rights of the Assignor under the Lease.

3. Successor and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have caused this Assignment to be executed on the day first above written.

ASSIGNOR:

MASADA TELECOMMUNICATIONS, INC.,
an Alabama corporation

By: _____
Its: _____

[Handwritten Signature]

President

ASSIGNEE:

MASADA COMMUNICATIONS, INC.,
an Alabama corporation

By: _____
Its: _____

[Handwritten Signature]

ice leasent

BOOK 084 PAGE 706

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Celente C. Johns a Notary Public in and for said County in said State, hereby certify that Terry H. Johnson whose name as President of Masada Telecommunications, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of June, 1986.

Celente C. Johns
NOTARY PUBLIC
My Commission Expires: 6/2/90



BOOK 084 PAGE 707

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Celeste C. Johnson a Notary Public in and for said County in said State, hereby certify that Daryl E. Hanna whose name as Vice President of Masada Communications, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23rd day of June, 1986.

Celeste C. Johnson
NOTARY PUBLIC
My Commission Expires: 6/2/90



BOOK 084 PAGE 708

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment"), made and entered into this 8 day of November, 1985, by and between OMNI CABLE TV CORPORATION, a Delaware corporation and TAC-CAN OF ALABAMA, INC., an Alabama corporation (together the "Assignor"), and MASADA TELECOMMUNICATIONS, INC., an Alabama corporation (the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby grant, transfer and assign to the Assignee, its successors, successors in title, and assigns, all its right, title and interest in, to, and under that certain Lease Agreement, dated October 1, 1981, by and between Donald H. Lovelady as lessor or landlord, and Assignor as lessee or tenant (hereinafter referred to as the "Lease"), which Lease covers the Assignor's cable television system office in Montevallo, Alabama (herein referred to as the "Property"), said Property being more particularly described in the Lease, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

BOOK 084 PAGE 709

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

1. Assumption by Assignee. Assignee hereby agrees to be bound by the terms of the Lease, as tenant or lessee thereunder.

2. Warranties of the Assignor. Assignor hereby warrants and represents to Assignee that:

(a) The copy of the Lease which is attached hereto as Exhibit "A" is a true and complete copy of the Lease in its entirety; and

(b) The Assignor has not made any assignment, other than this Assignment, of any of the rights of the Assignor under the Lease.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Joseph E. Gibbs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and upon oath, acknowledged himself to be the Vice President of Masada Telecommunications, Inc., an Alabama corporation, that he executed the foregoing instrument for the purpose therein contained by signing his name for and in behalf of Masada Telecommunications, Inc.

WITNESS my hand and seal this 8th day of November,
1985.

My Commission Expires: 3/30/87

[S E A L]

Marian LeBlanc
Notary Public

MARIAN LeBLANC
Notary Public, State of New York
No. [REDACTED]
Qualified in New York County
Commission Expires March 30, 1987

BOOK 684 PAGE 711

THE STATE OF ALABAMA,
COUNTY

This lease, made 1 day of October 1981

by and between Donald H. Lovelady, party of the first part,
hereinafter called the Lessor, by _____ agent, and

Tac-Can of Alabama
party of the second part, hereinafter called the Lessee:

Witnesseth, That the Lessor does hereby rent and lease unto the Lessee the following premises in the
City of Monte'allo, viz: Building located at
157 North Main Street and the corner of Boundary Street.

for occupation by Tac-Can as office and warehouse and not otherwise, for and during the term of 5 years

to wit: from the 1 day of October 1981 to the First day of October 1986
and covenant to keep the Lessee in possession of the premises during said term.

1 In Consideration Whereof, The Lessee agrees to pay the Lessor, at the office of said Agent, _____ for the same, \$500.00
2 on 1 day of each month in advance, being at the rate of \$6,000.00 per annum. Should
3 the Lessee fail to pay the rents as they become due, as aforesaid, or violate any other condition of this lease, the Lessor shall
4 then have the right at his option, to re-enter the premises and annul this lease. And in order to entitle the Lessor
5 to re-enter, it shall not be necessary to give notice of the rents, becoming due or unpaid, or to make any demand for the same,
6 the execution of this lease, signed by the Lessee, which execution is hereby acknowledged, being sufficient notice of the
7 rents being due and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwith-
8 standing; and the Lessee agrees to comply with all the city laws in regard to nuisance, in so far as the building and prem-
9 ises hereby leased are concerned, and by no act render the Lessor liable therefor; to replace all glass broken; to replace all
10 keys lost or broken; to pay all bills for water used on the premises during this lease; to keep all electric apparatus in order;
11 to permit no waste of the property, or allow same to be done, but to take good care of same; not to underlease said prop-
12 erty, nor transfer or assign this lease without the written consent of the Lessor hereon endorsed; and this lease being ter-
13 minated, to surrender quiet and peaceable possession of said premises in like good order as at commencement of said term,
14 natural wear and tear excepted.

15 It is further understood and agreed that the Lessor shall not be required to do any repairs upon the building herein leased,
16 unless so stipulated and agreed upon in writing at the commencement of this lease, nor is the Lessor liable for any break-
17 age, or getting out of order of any of the water pipes, or water closets or other plumbing, but on the contrary the Lessee
18 shall keep same in such repair as is required by the sanitary or other laws of the City of Monte'allo
19 natural wear and tear excepted.

20 It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of
21 any defect in said buildings or premises, or from rain, wind or other causes. And Lessor reserves the right to show and
22 advertise the premises herein leased for sale during the term of this lease, and to place "For Rent" or "For Sale" cards on
23 said building or premises and to show same sixty days prior to the expiration of this lease.

24 It is further understood and agreed that the Lessor reserves the right to make any repairs that may be deemed neces-
25 sary during the term of this lease.

26 And the Lessee further covenants with the Lessor that the furniture, goods and effects with which said building and
27 premises are to be furnished and provided shall be owned by Tac-Can of Alabama
28 in his own right, and the same shall not be encumbered except as subject, first, to lien and right of the Lessor.

29 In the event of the employment of an attorney by the Lessor, on account of violation of any of the conditions of this
30 lease by the Lessee, the Lessee hereby agrees that Tac-Can of Alabama shall be taxed with said attorney's fee. And as a part of
31 the consideration of this lease, and for the purpose of securing to the Lessor prompt payments of said rents as herein stipu-
32 lated, or any damage that the Lessor may suffer, either by failure to surrender quiet and peaceable possession of said prem-
33 ises as aforesaid, or for any damage whatever which may be awarded said Lessor under this contract, the said Lessee hereby
34 waives all right which he may have under the Constitution and Laws of the State of Alabama, to have any of the
35 personal property of the Lessee exempt from levy or sale, or other legal process.

36 It is hereby further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination
37 of this contract, then this contract shall continue in full force under all the terms, conditions and covenants hereinafter set
38 out.

39. On or before October of each ensuing year of this lease, Lessee agrees to pay
an increase of rent per month for the ensuing year. This amount will be
determined by the National Consumer Price Index figure.

In Testimony Whereof, We have hereunto set our hands and seals this _____ day of

10/8/81 1981 Richard Murphy (Seal)
Agent (Seal)
WITNESSES: D. H. Lovelady (Seal)
(Seal)

BOOK 684 PAGE 712

Cable T.V.

Tac Can of Alabama
Shelby Division
P.O. Box 36
Montevallo, Alabama 35115

RE: Lease for office space in

Donald Lovelady
PO Box 81
Montevallo, AL 35115

Montevallo, AL

Dear Mr. Lovelady:

This is to inform you that the assets of Tac-Can of Alabama, Inc
are being sold to Masada Telecommunications, Inc
and Masada Telecommunications, Inc is assuming all obligations
under the Lease from the time of the transfer of the assets. In
accordance with our Lease with you, your consent is necessary for
the assignment of the above referenced Lease. Please sign in the
space provided below. Thank you for your cooperation in this
matter.

Sincerely,

Richard Murphy
Richard Murphy

State Manager

Contingent upon the Closing of proposed sale the consent to the
assignment of the above referenced Lease is hereby agreed to.

By:

Donald W. Lovelady

Dated:

10/3/85

BOOK 084 PAGE 713

[Letterhead of Masada Telecommunications, Inc.]

Mr. Donald Lovelady
P. O. Box 81
Montevallo, Alabama 35115

Re: Lease for Office Space in Montevallo, Alabama

Dear Mr. Lovelady:

This is to inform you that the assets of Masada Telecommunications, Inc. are being sold to Masada Communications, Inc. and Masada Communications, Inc. is assuming all obligations under the Lease from the time of the transfer of the assets. In accordance with our Lease with you, your consent is necessary for the assignment of the above-referenced Lease. Please sign in the space provided below. Thank you for your cooperation in this matter.

Sincerely,

MASADA TELECOMMUNICATIONS, INC.

By: _____
Its: Vice President

Contingent upon the Closing of proposed sale the consent to the assignment of the above-referenced Lease is hereby agreed to.

Donald Lovelady
Donald Lovelady

Dated: 6/25/86

BOOK 084 PAGE 714

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this
25 day of June, 1986, by Daryl E. Harms.

Linda M. Childress
Notary Public

My Commission Expires: 5/2/87



(NOTARIAL SEAL)

BOOK 084 PAGE 715

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 AUG -6 AM 10:57

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u> </u>
2. Mtg. Tax		<u>75.00</u>
3. Recording Fee		<u>102.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>178.50</u>