

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Agreement" or "Lease", is made the last day executed below by and between Big Woods Land Company, a partnership, having an address of Fritz Road, McElhattan, PA 17748, Federal Tax ID # 04-33-248343, hereinafter referred to as "Lessor", and SBA Properties, Inc., a Florida corporation, having an office at One Town Center Road, Third Floor, Boca Raton, Florida 33486, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of Eight Hundred Dollars (\$800.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Agreement and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). Lessee shall be entitled to a credit for all Option fees paid against Rent due under this Lease.

(b) During the Option Period Lessee shall have the right to enter the Owner's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(c) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice Provisions specified herein. Upon Lessee's exercise of the Option, the Agreement which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, with the legal description set forth in Exhibit B attached hereto (the "Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld or delayed. Lessor grants Lessee the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower or any of Lessee's other improvements on the Leased Space.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

4. Rent. The rent for the first five (5) years of the Term will be Eight Hundred Dollars (\$800.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Term and every fifth (5th) year thereafter, the then current monthly rental fee will be increased by fifteen (15%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the Term. The location and configuration of the

Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memorandum or Short Form of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
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Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof, provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that (i) rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose, (ii) the Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this Agreement. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. To the extent required by the terms of this Agreement, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee's leasehold interest in this Agreement. In the event Lessor

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gives Lessee any notice of default or termination of this Agreement (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders but shall incur no liability due to Lessor's failure to give such notice and the failure to give such notice shall not limit Lessor's ability to exercise any remedies available to Lessor under this Agreement. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this paragraph may not be modified, amended or terminated except in writing signed by the Lenders. Lessor has been made aware that Lessee has entered into a certain Credit Agreement with Lehman Commercial Paper Inc. as agent for a group of lenders, all of whom shall be considered Lenders for purposes of this paragraph and are, together with their successors and assigns, intended third party beneficiaries hereof and any notices to any Lenders required or desired to be given hereunder shall be directed to Lehman Commercial Paper Inc., 3 World Financial Center, New York, NY 10285, Attn: Michael O'Brien, or to such other Lender as Lehman Commercial Paper Inc. or Lessee designate in writing or at such other address as such party shall specify.

8. Governmental Approvals and Compliance. During the Term, Lessee will make best efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space, or any nuisance. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended communications tower (the "Tower") and other structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Big Woods Land Company
Fritz Road
McElhattan, PA 17748
Attn: James R. Maguire, Partner
Phone # - (570) 769-6445

To Lessee: SBA Properties, Inc.
One Town Center Road
Third Floor
Boca Raton, Florida 33486
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

11. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing, and any other Structures will remain the property of Lessee. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and

utilities.

12. Insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessor as an additional insured party. On or before the commencement date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessee of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance covering the leased space and other properties by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

15. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Except as provided below in Section 17(a), neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and

attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Agreement or if any representation or warranty contained herein is found to be untrue; or (xi) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Agreement for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Agreement and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure.

18. Exclusivity. Lessor will not enter into a lease or license agreement during the term hereof with another party, which agreement permits on the Premises or any adjacent parcel of land owned, leased or managed by Lessor, the uses permitted herein or similar thereto.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Tower and other Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Tower or other Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term Hazardous Materials will mean any substance, material, waste, gas or particulate matter which is regulated by the local

governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term Environmental Laws will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising Landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances

other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or other Structures) as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memorandum of Land Lease and record same in the public records.

33. Interpretation. Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

34. Right of First Refusal. If at any time during the term of this Agreement Lessor receives an irrevocable (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected.

35. Date of Agreement. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

36. Agreement Regarding HORIZON. Lessor hereby acknowledges that upon the execution and delivery by Lessor and Lessee of this Lease, Lessee intends to enter into a certain sublease with HORIZON Personal Communications, Inc., ("HORIZON"), pursuant to which Lessee shall, among other things, sublease to HORIZON a portion of the Leased Space (the "HORIZON Sublease"). In connection therewith, each, Lessor and Lessee further agree as follows:

(a) In the event of any default, breach or other failure by Lessee to perform any duty, obligation or covenant hereunder (or breach of a representation by Lessee herein) on account of which Lessor intends to terminate this Lease, dispossess Lessee, send notice of default or exercise any other remedial action available to Lessor (a "Default"), Lessor shall provide to HORIZON written notice of the Default, no later than written notice thereof is provided to Lessee hereunder. Any notice of Default to Lessee shall not be effective unless notice thereof is also provided to HORIZON as provided herein. Such notice to HORIZON, in order to be effective, shall be given by personal delivery against receipt, by overnight delivery via a nationally recognized carrier or by certified mail, return receipt requested, addressed as follows:

If to Horizon, to:

Horizon Personal Communications, Inc.
68 East Main Street
P.O. Box 480
Chillicothe, Ohio 45601-0480
Attn: Vice President Technology

Or at such other address hereafter designated in writing by HORIZON to Lessor in accordance with the notice provision of this Lease;

(b) In the event of any Default, HORIZON shall have the same right or rights (but not the obligations) to cure such Default as available to Lessee under this Lease to the full extent hereof. So long as any such Default is cured under the terms and conditions hereof, whether such cure is made by Lessee or HORIZON, this Lease shall not be terminated or extinguished, nor shall Lessee's use and occupancy of the Leased Space be disturbed, and this Lease shall remain in full force and effect between Lessor and Lessee in accordance with its terms;

(c) Under certain terms, conditions and circumstances set forth and described in the HORIZON Master Lease, HORIZON maintains the right (but not the obligation) to acquire and assume Lessee's interest under this Lease. So long as the obligations owing hereunder to Lessor are performed and any Default is cured in accordance with the terms hereof, Lessor hereby consents, and shall consent to HORIZON's acquisition and assumption of Lessee's interest, right and title in, to and under this Lease as may be authorized under the HORIZON Master Lease. If such assumption hereafter occurs, this Lease shall automatically continue as a lease between Lessor, as landlord, and HORIZON, as tenant, in accordance with its terms;

(d) If this Lease shall be canceled or terminated for any reason (including, without limitation, a cancellation or termination resulting from a rejection or failure to assume this Lease by Lessee or Lessee's trustee in any bankruptcy, receiver or other representative of Lessee or its estate in any bankruptcy, receivership or other insolvency proceeding), then, upon HORIZON's election to exercise its non-disturbance rights under this Section 35 (d), written notice of which to be provided to Lessor within sixty (60) days after the effective date of such cancellation or termination, Lessor, and its successors and assigns, shall enter into a new ground lease with HORIZON on the same terms as would have been in effect thereafter under this Lease had it not been canceled or terminated, and Lessor shall recognize the rights of HORIZON as tenant thereunder in accordance with the terms and conditions thereof. Lessor hereby acknowledges and agrees that Lessee shall have no liability under this Lease after the cancellation or other termination of this Lease, regardless of whether HORIZON enters into a new lease agreement with Lessor. Notwithstanding the foregoing, in no event shall HORIZON under such new ground lease be: (i) liable for any act or omission of any prior tenant; (ii) liable under any indemnification or similar provision or this Lease for conditions or events existing or occurring prior to the time HORIZON enters into the new ground lease; or (iii) bound by any amendment or modification of this Lease made without HORIZON's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned). If Lessor fails or refuses to enter into such new ground lease, then this Lease shall automatically continue in effect, and HORIZON, and its successors and assigns, shall automatically assume the rights, title, duties, obligations and liabilities of the Lessee hereunder, and no agreement shall be required therefor; and if HORIZON assumes the rights, title, duties, obligations and liabilities of Lessee under this Lease as provided in the previous sentence, then upon such assumption or assignment, Lessor hereby agrees to release Lessee from any and all liability under this Lease occurring or arising on or after the date of such assumption or assignment.

(e) Each party hereto intends that HORIZON is and shall be a third party beneficiary of each and every provision of this Section 35; provided, however, that in no event shall HORIZON be deemed liable for, or a guarantor of, any of Lessee's duties or obligations under this Lease. HORIZON shall be entitled to bring and assert in its own name and in its own right an independent action, claim, cause or proceeding, at law or in equity (including, without limitation, a claim as an intervenor in any proceeding between Lessor and Lessee), to enforce any one or more of its rights and remedies hereunder.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the last day and year specified below.

LESSOR: Big Woods Land Company
By: James B. Maguire
James R. Maguire
Title: Partner

LESSEE: SBA Properties, Inc., a Florida corporation
By: Alyssa Houlihan
Alyssa Houlihan
Title: Director of Leasing

Date: 4/11/01

Date: 4/23/01

Witness: John F. Gilkey
(Sign & Print Name)

Witness: Joan Cohen
(Sign & Print Name) Joan Cohen

Witness: Rhonda Copeland
(Sign & Print Name)

Witness: Virginia Gowan
(Sign & Print Name) Virginia Gowan

Notary Public:
I, DONNA R. TIMBLIN, do hereby certify that James R. Maguire, Partner of Big Woods Land Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:
I, Placida Ribaud, do hereby certify that Alyssa Houlihan, Director of Leasing of SBA Properties, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Identification furnished by _____
 Personally known to me.
Witness my hand and seal this 11th day of April, 2001.

Identification furnished by _____
 Personally known to me.
Witness my hand and seal this 23rd day of April, 2001.

Donna R. Timblin
Notary Public signature line.

Placida Ribaud
Notary Public signature line.

Notarial Seal
Donna R. Timblin, Notary Public
Wayne Twp., Clinton County
My Commission Expires June 20, 2003
Member, Pennsylvania Association of Notaries

PLACIDA RIBAUDO
My Comm Exp. 9/13/2003
No. CC 870932
 Personally Known Other I.D.

ORIGINAL

EXHIBIT A

(Current Sketch/Survey of the Leased Space within the Premises)

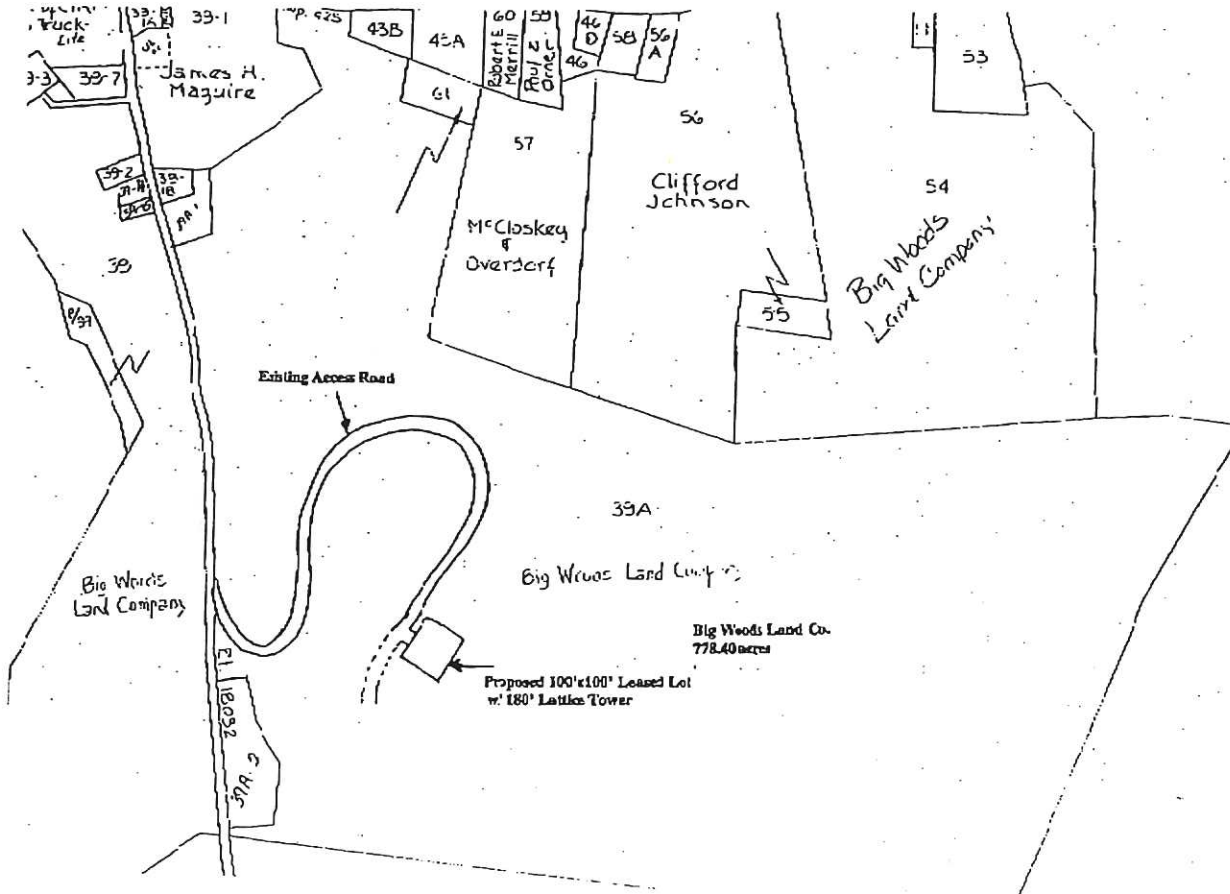


EXHIBIT B

LEGAL DESCRIPTION

A certain parcel of land at Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, bounded and described as follows:

ALL THOSE CERTAIN pieces or parcels of land situate in Wayne Township, Clinton County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a stone heap on the line of tract of land in the Warrantee name of Jonathan Walker; thence North 28 degrees West, a distance of one hundred

fifty-one (151) perches to a stone corner on the division line between land late of Michael Smith and Phillip Smith, and now or late of Henry W. Shoemaker; thence South 74 degrees West, a distance of fifty-one and 1/2 (51-1/2) perches to the vacated road leading from Wayne Station to Sugar Valley; thence South 29 degrees East, a distance of twenty-one (21) perches to a post in said road; thence South 74 degrees West, a distance of ninety-eight (98) perches to a stone corner on line between land of late of James W. Quiggle and Michael Smith, now or late of said Henry W. Shoemaker; thence South 20 degrees East, a distance of one hundred (100) perches to a hemlock corner on land late of said Michael Smith, now or late of said Henry W. Shoemaker, on the bank of the McElhattan Run; thence up said run its several courses and distances to the distance of forty-nine (49) perches to a maple tree; thence South 12 degrees East, a distance of thirty-eight (38) perches to a small maple tree; thence North 78 degrees East, a distance of one hundred four (104) perches to the place of beginning. Containing one hundred thirty-six (136) acres.

PARCEL NO. 2: BEING a tract of land which was surveyed on the 9th day of July, A.D. 1794, in pursuance of a warrant granted by the Commonwealth of Pennsylvania to Jonathan Walker, bearing date the 9th day of December, 1793. Containing one hundred twenty (120) acres or thereabouts.

PARCEL NO. 3: BEGINNING at a maple corner near the branch of McElhattan Run on the line late of J.W. Quiggle and S.N. Quiggle East by land late of James Emert, and now or late of George B. Emert; thence South 70 degrees East, a distance of forty-two (42) perches to a white pine corner; thence North 20 degrees West, a distance of thirty (30) perches to a post and stone; thence North 70 degrees West, a distance of forty-two (42) perches to a yellow pine corner; thence South 20 degrees East, a distance of thirty (30) perches to the place of beginning. Containing seven (7) acres and one hundred forty (140) perches, more or less.

ALSO the right-of-way from the center of the North line of said piece or lot of land North 12 degrees West until it intersects the State Road in said Township of Wayne leading Westward from the house of the late Michael Smith, now or late of Henry W. Shoemaker. The said right-of-way to be thirty-three (33) feet in width.

PARCEL NO. 4: COMMENCING at the maple corner near the branch of McElhattan Run on the line of the late J.W. Quiggle and the late S.N. Quiggle mentioned in the last above described tract of land; thence North 20 degrees East, a distance of thirty (30) perches to a post; thence South 70 degrees to a post, a distance of thirty-three (33) feet from a continuance of line due North between land late of J.W. Quiggle and late of James Emert; thence due North, a distance of thirty-three (33) perches to line between land late of J.W. Quiggle and S.N. Quiggle; thence to the place of beginning. Containing about two (2) acres, being a piece of land which included a portion of a former piece or lot conveyed as aforesaid.

PARCEL NO. 5: BEGINNING at the white pine corner mentioned in Parcel No. 3 above described; thence South 70 degrees East, a distance of fifty (50) perches to a butternut corner; thence North until the same intersects a line South 78 degrees East from the Southwest corner of lot late of G.O. Deise, now or late of the heirs of said G.O. Deise; thence North 78 degrees along said line to the said Southeast corner of land of said G.O. Deise; thence to the Northeast corner of lot hereinbefore conveyed to the land late of West Branch Camp Meeting Association, now or late of H.W. Shoemaker; thence to the white pine corner, the place of beginning. Containing twelve (12) acres or thereabouts.

The last three above described, to wit: Parcel Nos. 3, 4 and 5 being parts of two larger tracts of land in the warrantee names of Jacob Miller and John Myers.

PARCEL NO. 6: BEGINNING at a post corner of T.J. Toner, deceased, but now or late by Charles H. Fritz; thence South 20 degrees along line of land late of William McClure but now or late of Harrison Wolfe, to the middle of the public road leading from Pine Station to Rockville, now Youngdale; thence through the middle of said road in a Westerly direction to land late of Michael Smith, now deceased, and late of Sarah Katherine Deise; thence along the line of said Sarah Katherine Deise in a Westerly direction to lands late of Montgomery but now or late of said Charles H. Fritz; thence North 69 degrees East along line of lands of said Montgomery but now or late of said Fritz and of said T.J. Toner, deceased, but now or late of said

Charles H. Fritz to land formerly of George C. Simcox. thence along land of said Simcox to the public road leading to the Susquehanna River and McElhattan Southwardly towards Sugar Valley; thence across said last named road and along the line of land late of said T.J. Toner, deceased, but now or late of said Charles H. Fritz to a post corner of said T.J. Toner, deceased, but now or late of Charles H. Fritz and said William McClure, now or late of Harrison Wolfe, the place of beginning. Containing fourteen (14) acres, more or less.

EXCEPTING from Parcel No. 6 above, the tract of land described in a Deed from Mabelle R. Shoemaker, widow, to Robert W. Stabley and Bettie M. Stabley, his wife, dated October 23, 1963, and recorded in Clinton County, Pa., in Deed Book 208, Page 216, containing 6.84 acres.

PARCEL NO. 7:

LOT NO. 1: BEING a tract of land bounded as follows: On the North by land late of Nathan Simcox, deceased, now or late of John Apkor; on the East by lands late of the heirs formerly of John Simcox, deceased, and the heirs of Jacob Steck, deceased, but now or late of Henry W. Shoemaker; on the South by lands late of John Strayer and on the West by lands late of William Chatham, deceased, but now or late of Henry W. Shoemaker. Containing sixteen (16) acres, more or less.

LOT NO. 2: BEING a tract of land adjoining the tract hereinbefore described: BEGINNING at a post at or by land in the warrantee name of Jonathan Walker; thence South 27 degrees East, a distance of one hundred fifty-four (154) perches to a stone pile; thence along or by land in the warrantee name of John Wilson, North 80 degrees East, a distance of twenty-eight (28) perches to a stone pile; thence by lands late of said Jacob Steck and William Chatham, deceased, but now or late of Henry W. Shoemaker, North 20 degrees West, a distance of one hundred thirty-two (132) perches to a black oak at the public road; thence West a distance of twenty-eight (28) perches to the place of beginning. Containing twenty-two (22) acres, more or less, and having erected thereon a two-story frame dwelling house, a barn and other improvements.

EXHIBIT B

LEGAL DESCRIPTION - Continuation

A certain parcel of land at Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, bounded and described as follows:

PARCEL NO. 8: BEING a tract of land situated North of the ground late of the West Branch Camp Meeting, now or late of Henry W. Shoemaker, and on the Eastern side of West Branch Avenue, being lot fifty (50) feet in width on said Avenue, and one hundred fifty (150) feet in depth to a sixteen (16) foot wide alley. Being known on a plot of lots laid out by James W. Quiggle August 1, 1870, as Lot Nos. 7 and 8 and bounded on the North by Lot No. 9; on the West by said Avenue; on the East by said sixteen (16) foot wide alley and on the South by Lot No. 6.

PARCEL NO. 9: BEING a tract of land situated North of the grounds of the West Branch Camp Meeting and late of Blanche Shoemaker but now or late of Henry W. Shoemaker, on the West side by West Branch Avenue leading to same and numbered on a certain plot of lots laid out by J.W. Quiggle August, 1870, as Lot No. 31. Containing fifty (50) feet in front on said Avenue and one hundred fifty (150) feet in depth to a sixteen (16) foot alley known as Hemlock Alley.

PARCEL NO. 10: BEING a tract of land situated on the North side of Mountain Avenue facing grounds formerly of the West Branch Camp Meeting Association, late of Blanche Shoemaker but now or late of Henry W. Shoemaker, and being numbered and designated on a certain plot of lots laid out by James W. Quiggle (since deceased) as Lot No. 3 and Lot No. 4 in August A.D. 1870, each of said lots containing in front on said Avenue forty (40) feet in width and in depth between parallel lines, a distance of one hundred (100) feet to a ten (10) foot wide alley. (Being inter alia all the same lots and parcels of land which the said James W. Quiggle and wife by Deed dated January 30, 1873, and recorded in Deed Book Y, Page 344, granted and conveyed to the said James C. Quiggle.)

PARCEL NO. 11: BEGINNINGS at a stone North of black oak corner of land formerly of James F. Kissell, but now or late of Henry W. Shoemaker; thence South 20 degrees East by land now or late of said Henry W. Shoemaker, a distance of eight and 1/2 (8-1/2) perches to a stone; thence South 88 degrees East by land now or late of said Henry W. Shoemaker, a distance of twelve and 2/10 (12.2) perches to a black oak on line of land formerly of William Chatham, and subsequently of John I. Smith, now deceased; thence North 10 degrees West, a distance of ten and 3/10 (10.3) perches to a stone in the public

road; thence along said road, North 89 degrees West, a distance of fourteen and 2/10 (14.2) perches to the place of beginning. Containing one hundred twenty-six (126) perches, neat measure, and being the same tract of land, the title to which became vested in Henry W. Shoemaker by Deed from Hiram J. Chubb, bearing date the 28th day of March, 1929, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County, in Deed Book 116, Page 77.

PARCEL NO. 12: BEGINNING at the middle of the Public Road leading from Youngdale Station to Pine Station (known as the State Road), at or near the Southwest corner of the land late of William McClure, now or late of Harrison Wolfe; thence Southwardly along line or land late of Nathan Simcox, Jr., now or late of John Apker, to a stone corner of land now or late of James W. Quiggle, deceased, then of Cordelia Quiggle, but now or late of Henry W. Shoemaker; thence South 77 degrees West along line of said Cordelia Quiggle, now or late of Henry W. Shoemaker, a distance of fifty-two and 2/10 (52.2) perches to the Sugar Valley Road; thence South 28 degrees East along said last named Road, a distance of twenty-two and 8/10 (22.8) perches to a post on the line of land late of the said James W. Quiggle, deceased, but now or late of Henry W. Shoemaker; thence South 76 degrees West along said last described line, a distance of eighty-six and 3/10 (86.3) perches to a corner of land late of William H. Vanlew, now or late of Maud Feely; thence North 19-1/4 degrees West, a distance of forty-eight and 3/10 (48.3) perches to a rock oak corner of land late of Thomas C. Clendenen, now or late of Henry W. Shoemaker; thence North 66 degrees East, a distance of nineteen (19) perches to a post corner of said Thomas C. Clendenen, now or late of Henry W. Shoemaker; thence North 20 degrees West along the line of land late of said Thomas C. Clendenen, now or late of Henry W. Shoemaker, to the State Road - middle of same; thence along said State Road Eastwardly to the place of beginning. Containing fifty-five (55) acres, more or less, and being the same tract of land, the title to which became vested in Henry W. Shoemaker by Deed from Blanche Shoemaker, et al., bearing date the 2nd day of November, 1903, and recorded in the Office for the Recording of Deeds, etc., in and for Clinton County, in Deed Book 108, Page 366.

PARCEL NO. 13: Whatever right Mabelle R. Shoemaker had at the time of her death to (1) use and travel a private road from the Winter Side Road through lands of Amnon Schreckengast, et al., to Tract No. 14 in the Deed of Henry W. Shoemaker, et ux., to themselves dated April 13, 1951, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County, in Deed Book 171, Page 512, and to (2) use the water flowing from said Tract No. 14 at her house and barn situated on her adjoining premises.

PARCEL NO. 14: Whatever right Mabelle R. Shoemaker had at the time of her death in all that certain parcel of land bounded and described as follow: BEGINNING at a post corner on the division line, between lands formerly of T.J. Toner, but now or late of Charles Fritz and lands formerly of Thomas H. Miller, but now or late of the said Henry W. Shoemaker, where it joins the West side of the Public Road leading from Wayne Station to Sugar Valley; thence along said Road 33 degrees West, a distance of six and 7/10 (6.7) perches to a post; thence South 38 degrees East, a distance of six and 8/10 (6.8) perches to a post on said division line, thence North 66 degrees East, a distance of eleven and 7/10 (11.7) perches to the place of beginning. Containing eighty-one and 6/10 (81.6) perches, more or less, having thereon erected a two (2) story caven (7) room dwelling house, frame stable and other outbuildings, and being the same lot of land, the title to which became vested in Henry W. Shoemaker by Deed from S.W. Bingham, et al., bearing date the 31st day of July, 1920, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County, in Deed Book 102, Page 101.

EXHIBIT B

LEGAL DESCRIPTION - Continuation

A certain parcel of land at Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, bounded and described as follows:

PARCEL NO. 17:

LOT NO. 1: ALL that piece or parcel of the Thomas Brown Tract, called Liberty, being a parallelogram running across said tract from Henry's Run to the Western boundary, of one hundred (100) perches in width, the North line of which begins at a marked hemlock at Henry's Run; thence South 75 degrees West through partly improved land to the Western boundary, being a line run and marked as a division line; the Southern line parallel to the last described line, and one hundred (100) perches distant, runs through what is now woodland.

LOT NO. 2: One-fourth (1/4) of an acre of land situated East of Henry's Run and adjoining Parcel No. 17, Lot No. 1, herein described, located on the ground by marks and monuments in accordance with the description of the tract last described in deed from Frederick Staver to Alexander Hamilton, et al., recorded in Clinton County in Deed Book 73, Page 159. Said two tracts of land jointly contain ninety (90) acres, more or less, and being the same tracts of land, the title to which became vested in Henry W. Shoemaker by Deed from John W. Crawford, bearing date the 8th day of June 1915, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 89, Page 467.

1915, and recorded in Clinton County, Pa., in Deed Book 89, Page 467.

PARCEL NO. 18: BEING a tract of land bounded and described as follows: On the North, East and West by lands late of Mrs. Cordelia Quiggle, now or late of Henry W. Shoemaker, and on the South by a private road leading from the public road to Sugar Valley (now vacated), in a westerly direction to where Quiggle's saw mill formerly stood at or near McElhattan Run. Containing in front on said private road sixty (60) feet and in depth one hundred sixty (160) feet, and having thereon erected a two story frame house and outbuildings, and being the same lot of land, the title to which became vested in Henry W. Shoemaker by deed from Emma M. Emert, bearing date the 21st day of March, 1903, and recorded in the Office for Recording of Deeds, in and for Clinton County in Deed Book 67, Page 162.

PARCEL NO. 19: BEING a tract of land which was on the 18th day of November, 1794, surveyed in pursuance of a Warrant from the Commonwealth of Pennsylvania, bearing date the 27th day of April, 1793, to John Wilson, containing four hundred twelve and 3/4 (412-3/4) acres and allowance and by resurvey of F.J. David, Esq., in September 1900, four hundred forty-four (444) acres and one hundred fourteen (114) perches, and allowance, and being the same tract of land, the title to which became vested in Henry W. Shoemaker by deed from Henry F. Shoemaker, et ux., bearing date the 1st day of November, 1901, and recorded in the Office for Recording of Deeds, etc. in and for Clinton County in Deed Book 63, Page 192.

PARCEL NO. 20: BEING a tract of land bounded and described as follows: on the East by Michael H. Shurr, deceased, but now of others; on the South by a tract of land in the warrantee name of John Wilson; on the west by lands late of John Simcox and James F. Klissell, but now or late of Henry W. Shoemaker; and on the North by land late of the Estate of Mary Gable, but now of others. Containing eight (8) acres, be the same, more or less, and being the same tract of land, the title to which became vested in Henry W. Shoemaker by deed from Bower C. Young, et al., bearing date the 25th day of June 1919, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 97, Page 72.

PARCEL NO. 15:

LOT NO. 1: BEGINNING at a white oak, (now stones and a witness); thence South 27 degrees East, a distance of forty-one (41) perches to a stone pile, along line of land of J. and J. Quiggle, but now or late of Commonwealth of Pennsylvania; thence by line of land in the warrantee name of John Wilson, North 80 degrees East, a distance of thirty-six (36) perches to a stone pile; thence by land late of Jacob Stech, then of Susan Annabelle Simcox, et al., but now or late of Henry W. Shoemaker, and hereinafter described as Parcel No. 15, Lot No. 2. North 17 degrees West, a distance of forty-one (41) perches to a white oak; thence South by land late of William Chatham, but now or late of the said Henry W. Shoemaker, South 80-1/4 degrees West, a distance of forty (40) perches to stones and witness, formerly a white oak, the place of beginning. Containing nine (9) acres and seventy-two (72) perches, more or less.

LOT NO. 2: Adjoining said Parcel No. 15, Lot No. 1, and BEGINNING at a post corner of land formerly of Nathan Simcox, Sr. and William Chatham, but now or late of Henry W. Shoemaker; thence South 17 degrees East, a distance of twenty-four and 1/2 (24-1/2) perches to a post corner on the land late of the said William Chatham; thence East, a distance of thirty-two (32) perches to a post corner on line of land late of Michael H. Shurr; thence North 6 degrees West, a distance of twenty-two (22) perches, along the line late of said Michael H. Shurr, to a post corner on the line late of said Nathan Simcox, Sr., now or late of Henry W. Shoemaker; thence West along the line of the land late of said Nathan Simcox, Sr., now or late of Henry W. Shoemaker, the distance of thirty-eight (38) perches to a post corner late of William Chatham, the place of beginning. Containing five (5) acres and twenty-seven (27) perches, be the same more or less.

PARCEL NO. 16: Whatever right Mabelle R. Shoemaker had at the time of her death in all that lot or parcel or piece of land bounded and described as follows: BEGINNING at a white oak on the line of land late of James Emert, now or late of George B. Emert; thence North 78 degrees 32 minutes East along the line of land of the New York Central and Hudson River Railroad Company, and until it strikes the line of land late of the said Cordelia Quiggle, deceased, then of Blanche Shoemaker, now or late of Henry W. Shoemaker, a distance of sixty (60) rods, more or less; thence along the line of land of the said Blanche Shoemaker, now or late of Henry W. Shoemaker, North 70 degrees West, a distance of sixty-seven (67) rods, more or less, to a hemlock stump; thence South along line of land late of said James Emert, now or late of George B. Emert, a distance of twenty-one and 6/10 (21.6) rods or thereabouts to a white oak, the place of beginning. Containing three(3) acres, more or less, being part of a larger tract of land known as the "Conrad Rayhorn" tract, and being the same tract of land, the title to which became vested in Henry W. Shoemaker by Deed from James C. Quiggle, et al., bearing date the 18th day of

February, 1916, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County, in Deed Book 82, Page 272.

Initials JBM
Initials [Signature]

ORIGINAL

EXHIBIT B

LEGAL DESCRIPTION - Continuation

A certain parcel of land at Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, bounded and described as follows:

PARCEL NO. 24:

LOT NO. 1: BEING four certain lots of land situate on the Eastern side of West Branch Avenue, leading from the State Road to the lands formerly of the West Branch Camp Meeting Association, now or late of H.W. Shoemaker, and numbered in a certain plat of lots laid out by J.W. Quiggle as Lot Nos. 14, 15, 16 and 17. Each of said lots containing fifty (50) feet in breadth on said Avenue and one hundred fifty (150) feet in depth. Being the same lots of land the title to which became vested in said Henry W. Shoemaker by deed from E. Carson Winchester, et al., bearing date the 8th day of December 1915, and recorded in the Office for the Recording of Deeds, etc., in and for Clinton County in Deed Book 88, Page 298.

LOT NO. 2: BEING Lot No. 6 on the Eastern side of Mountain Avenue facing the lands formerly of the West Branch Camp Meeting Association but now or late of Henry W. Shoemaker, containing in front on said Avenue

forty (40) feet and between parallel lines one hundred (100) feet, as per plat of lots laid out by J.W. Quiggle, August 1, 1870, and being the same lot of land title to which became vested in said Henry W. Shoemaker by deed from James C. Quiggle, et al., bearing date the 20th day of October 1917, and recorded in the Office for the Recording of Deeds, etc., in and for Clinton County in Deed Book 96, Page 3.

PARCEL NO. 25: ALL those five certain lots and parcels of land situate on the East side of West Branch Avenue leading from the public road known as the "State Road" to the lands late of the West Branch Camp Meeting Association, now or late of Henry W. Shoemaker, in Wayne Township, Clinton County, Pennsylvania, and designated in a certain plat of lots laid out by the late James W. Quiggle, deceased, in August 1870, as Lot Nos. 9, 10, 11, 12 and 13; each of said lots having a front on said avenue fifty (50) feet and extending in depth at right angles between parallel lines one hundred fifty (150) feet, and being the same lots of land the title to which became vested in said Henry W. Shoemaker by deed from James C. Quiggle, et ux., bearing date the 28th day of February, 1910, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 80, Page 198.

PARCEL NO. 26: ALL those five certain adjoining lots or parcels of land situate on the West side of what is known as West Branch Avenue leading from the "State Road" to lands formerly of the West Branch Camp Meeting Association, now or late of Henry W. Shoemaker, in said Wayne Township, Clinton County, Pennsylvania, and numbered on a plat of lots laid out by James W. Quiggle, deceased, in the year 1870, as Lot Nos. 20, 21, 22, 23 and 24; each of said lots containing fifty (50) feet in front on said Avenue and in depth between parallel lines one hundred fifty (150) feet to a sixteen (16) foot alley, marked in said plat as Maple Alley and being the same lots of land the title to which became vested in Henry W. Shoemaker by deed from James C. Quiggle, et ux., bearing date the 2nd day of February 1906, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 71, Page 606.

PARCEL NO. 27: ALL those six certain lots or parcels of land bounded and described as follows: said lots lying on the West side of West Branch Avenue (said

Avenue having a bearing in 1870 of North 25 degrees West) leading from the State Road in said Township to the grounds late of the West Branch Camp Meeting Association, now or late of Henry W. Shoemaker, and numbered on a certain plat of lots laid out by James W. Quiggle, August 1870, as Lot Nos. 25, 26, 27, 28, 29 and 30; each of said lots containing in front on said West Branch Avenue, fifty (50) feet, and extending in depth between parallel lines, one hundred fifty (150) feet to Hemlock Alley and being the same lots of land the title to which became vested in said Henry W. Shoemaker by deed from James C. Quiggle, et ux., bearing date the 7th day of July 1905, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 71, Page 384.

PARCEL NO. 21: BEING a tract bounded and described as follows: BEGINNING at a white oak corner of land late of W.H. Vaulcio, then of Mollie Chatham, now or late of John G. Hamersley; thence South 19-1/2 degrees East, a distance of twenty-seven and 7/10 (27.7) perches to a rock oak; thence North 66 degrees East, a distance of nineteen (19) perches to a post; thence North 20 degrees, a distance of twenty-three and 7/10 (23.7) perches to a stone at the State Road; thence South 72 degrees West, a distance of eighteen and 7/10 (18.7) perches to the place of beginning. Containing two and 3/4 (2-3/4) acres and being the same tract of land the title to which became vested in Henry W. Shoemaker by deed from Sarah A. Clendenen being date the 10th day of February 1908, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 73, Page 198.

PARCEL NO. 22: BEING a tract of land situate on the South side of the public road known as the "Back Road", bounded and described as follows: BEGINNING at a stone pile on the line of the Jacob Miller warrantee, which is also the Eastern line of the "Philip Smith" farm owned late by Cordelia Quiggle and now or late by Henry W. Shoemaker; thence along said line South 16 degrees East, a distance of seventy-three (73) perches to a stone pile; thence North 67 degrees East and parallel to said public road, a distance of twenty-six and 9/10 (26.9) perches to a stone pile on line of land late of James F. Kissell and the Samuel Quinn warrantee; thence along said last named line North 23 degrees West, a distance of seventy-two and 4/10 (72.4) perches to a stone pile at said public road; thence South 67 degrees West along said public road, a distance of eighteen and 8/10 (18.8) perches to the place of beginning. Containing ten and 34/100 (10.34) acres, neat measure, and being the same tract of land the title to which became vested in Henry W. Shoemaker by deed from Cordelia Quiggle bearing date the 15th day of August 1904, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 71, Page 104.

PARCEL NO. 23: All the right, title and interest of Mahelle R. Shoemaker at the time of her death in and to all that certain lot or piece of land situated on the South side of what is known as the Back Road in Wayne Township, Clinton County, Pennsylvania, bounded and described as follows: BEGINNING at the northwest corner of the land late of James F. Kissell, now or late of Henry W. Shoemaker; thence South 27 degrees East along land late of said James F. Kissell, a distance of forty (40) rods, now or late of said Henry W. Shoemaker; thence at right angle Westwardly and as near parallel as may be with said Back Road, a distance of twenty-three (23) rods, more or less, or until it strikes the line of the cleared land or farm late of said Cordelia Quiggle, now or late of said H.W. Shoemaker, and formerly known as the Philip Smith farm or tract; thence along line of said farm tract, North 20 degrees West, a distance of forty (40) rods, more or less, or until it reaches said Back Road; thence Eastwardly along said Back Road a distance of twenty (20) rods, more or less, to the corner of land late of said James F. Kissell, now or late of said Henry W. Shoemaker, the place of beginning. Containing five (5) acres or thereabouts. It being a part of a larger tract of land which was surveyed in pursuance of a warrant granted by the Commonwealth of Pennsylvania to Jonathan Walker bearing the date of the 9th day of December 1793, and being the same tract of land the title to which became vested in Henry W. Shoemaker by deed from Cordelia Quiggle bearing date the 7th day of October 1903, and recorded in the Office for Recording of Deeds, etc., in and for Clinton County in Deed Book 63, Page 654.

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Initials JBM
Initials DM

ORIGINAL

EXHIBIT B

LEGAL DESCRIPTION - Continuation

A certain parcel of land at Reservoir Road, (Tax Parcel ID No. 02-01-0039A), McElhattan, Clinton County, Wayne Township, State of Pennsylvania, bounded and described as follows:

PARCEL NO. 28: ALL that certain plot of ground located in McElhattan, Wayne Township, Clinton County, Pennsylvania, consisting of five (5) acres herein described as follows: Bounded on the North by lands of J. Simcox, Plot No. 60, on the East by lands of Michael Shure Estate, later McCloskey and Overdorf, Plot No. 57, on the South by lands of B.E. Young, later Shoemaker Estate, now Betroblen Realty, Inc., Plot No. 39A and on the West by lands of James Kissell, later Shoemaker Estate and now Betroblen Realty, Inc., Plot No. 39A.

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