OPTION TO LEASE AND GROUND LEASE AGREEMENT

For and in consideration of Two Hundred Fifty Dollars ($250.00) cash received, **ANTOINETTE CLARK**, **("LANDLORD")** grants to **POWER TOWERS, Inc. ("TENANT")** for a period of One Hundred Fifty (150) days from the date of **LANDLORD's** signature below, an option to lease on the terms set forth herein:

(1) **LANDLORD** will lease to **TENANT** a parcel of land situated in the M. Peveto Survey, A-419, Hardin County, Texas (the "Premises"), for a Primary Term of five (5) years commencing on the first day of the first calendar month beginning thirty (30) days or more after **TENANT's** exercise of the option to lease ("Commencement Date").

(2) The Premises shall consist of 100' x 100' (10,000 square feet) upon a suitable location for a communications tower, together with such rights of way as shall be required for access and utilities. **LANDLORD** may continue to use the entire premises (except for an area 100 feet x 100 feet square at the base of the tower) in any way that does not interfere with **TENANT's** use. **LANDLORD** will cooperate with **TENANT** in obtaining a survey of the premises and documenting this lease and the exact description of the premises in the public records, at **TENANT's** expense. The Premises are leased for the purpose of erecting, installing, operating, and maintaining radio and communications towers, guy wires and anchor buildings, utility lines and equipment. At all times during the term of the Lease, **TENANT** and its agents, customers and contractors shall have free access to the Premises, seven (7) days a week, twenty-four (24) hours a day, for these purposes.

(3) **TENANT** will pay rent of FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($4,800.00) per year, to **LANDLORD**, in twelve (12) equal monthly installments. The first installment shall be due and payable on the Commencement Date.

(4) **LANDLORD** grants **TENANT** the option to extend the Lease for up to five (5) renewal terms of five (5) years each ("Renewal Terms"). **TENANT** will pay the Renewal Term at of FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($4,800.00) per year. Each Renewal Option shall be deemed exercised by **TENANT** automatically, and the Lease shall continue after the expiration of the Primary Term and the first (1st) five (5) Renewal Terms, unless **TENANT** notifies **LANDLORD** of its election not to renew the Lease sixty (60) days or more prior to the expiration of the Primary Term or any Renewal Term. If at the end of the fifth (5th) five (5) year extension term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at lease six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

(5) **TENANT** shall have the right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises.

(6) If, at any time during the terms of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other federal, state or governmental agency changes its regulations so that **TENANT** may no longer use the Premises for the purposes originally intended, **TENANT** shall have the right to cancel and terminate this Lease upon written notice to **LANDLORD**. **TENANT** may cancel this Lease for any reason (or no reason) by giving written notice to **LANDLORD** during the first six (6) months after Commencement Date.

(7) **TENANT** shall pay all charges incurred by **TENANT** for utility services at the Premises including, without limitation, gas, electricity, water, sewer and telephone. **LANDLORD** shall cooperate with **TENANT** in **TENANT's** effort to obtain utility services by signing such documents or easements as may be required by the utility companies. **TENANT** shall bear all costs of any additional installations to provide utilities.

(8) **TENANT** shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than One Million Dollars ($1,000,000.00).

(9) **TENANT** or its customers shall have the right to erect such radio towers, equipment, improvements, buildings, fixtures, signs and other property as **TENANT** may deem necessary or appropriate, and such property shall not be part of the Premises, but shall be separately owned by **TENANT** or its customers. At any time during the term of this Lease and within thirty (30) days after termination hereof, **TENANT** or its customers shall have the right to remove their property from the Premises. **LANDLORD** waives any privilege or claim against all radio towers, equipment, improvements, buildings, fixtures, signs and other property located on the Premises.

(10) **LANDLORD** warrants that it is the owner of the Premises, and has full right, power and authority to lease the Premises for the term set out herein, and warrants quiet enjoyment of the Premises to **TENANT**. At any time within ten (10) days after written request by **TENANT, LANDLORD** will sign, acknowledge and deliver to **TENANT** all appropriate certificates of the status of this Lease and **TENANT's** rights hereunder and **LANDLORD's** waiver of privilege.

(11) Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage paid, certified or registered, return receipt requested, addressed to the parties at the addresses set out below.

LANDLORD: **ANTOINETTE CLARK**

150 Junker Road
Beaumont, Texas 77707

TENANT: **POWER TOWERS, Inc.**

1704 Justin Road
Metairie, Louisiana 70001

No default by **TENANT** in payment of rent shall be grounds for cancellation of this Lease unless the default remains uncured thirty (30) days after written notice is given **TENANT** (and **TENANT's** lender or other designee). Either party may change the address for future notices by written notice.

TENANT's delivery to **LANDLORD** prior to the expiration of the option period of a copy of this instrument signed by **TENANT** shall be an exercise of the option, and this instrument shall then become effective as the Lease between the parties. **TENANT** (after exercising the option) may take possession of the Premises prior to the Commencement Date, and shall owe **LANDLORD** prorated rent for the period of its occupancy (less thirty (30) days) before Commencement Date, such prorated rent to be due and payable on the Commencement Date.

IN WITNESS WHEREOF, the parties hereto have signed this instrument on the dates indicated.

LANDLORD:

Antoinette Clark

SS #: 467-52-7979

Date Signed: 4-28-2000

POWER TOWERS, INC.

1704 JUSTIN RD
METAIRIE, LA 70001
(504) 835-7722

8/21/00

RE: OPTION / LEASE AGREEMENT

LANDLORD,

PLEASE FIND ENCLOSED A SIGNED COPY OF THE LEASE AGREEMENT. THE OPTION HAS BEEN EXERCISED AND THE LEASE IS IN EFFECT. YOUR REGULAR MONTHLY PAYMENTS WILL BEGIN.

ALL THE REQUIRED APPROVALS NEEDED FOR THE TOWER HAS BEEN RECEIVED AND CONSTRUCTION SHOULD BE STARTING SHORTLY IF IT HASN'T ALREADY.

WE LOOK FORWARD TO QA MUTUALLY BENEFICIALLY RELATIONSHIP. THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER. IF THERE ARE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.

SINCERELY,

G. J. SWEENEY JR.
POWER TOWERS, INC.

MEMORANDUM OF LEASE

STATE OF TEXAS :

COUNTY OF HARDIN :

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Lease is made by and between POWER TOWERS, INC., herein called TENANT, and ANTOINETTE CLARK, herein called LESSOR.

WITNESSETH:

That for the rents and upon the terms, covenants and provisions set forth in that certain Option and Lease Agreement dated April 28, 2000, (hereinafter "the Lease"), along with any amendments and/or addendums to the Lease, by and between Lessor and Tenant, Lessor has demised, leased and let unto Tenant:

Those certain premises located in the M. Peveto Survey, A-419, Hardin County, Texas, containing an area of approximately ten thousand (10,000) square feet, together with a right of way for access thereto and such other easements as shown and depicted on Exhibit "A" attached hereto and made a part hereof.

The Lease is made for the rentals and upon each and all of the terms, covenants and provisions thereof, all of which are by this reference incorporated herein and made a part hereof, the same as though fully set forth herein.

The Lease is for a term of Five (5) years with Five (5) options to renew for Five (5) years each and shall continue thereafter if agreed upon by both parties for further terms of One (1) year renewable annually, the primary lease term beginning on July 1, 2000.

IN WITNESS WHEREOF, the parties hereto have signed this instrument on the dates indicated.

LESSOR:

ANTOINETTE CLARK

Antoinette Clark

Date Signed: October 4, 2000

TENANT:

POWER TOWERS, Inc.

_____

By Its: _____

Date Signed: _____

ACKNOWLEDGMENTS

STATE OF TEXAS :

COUNTY OF HARDIN :

Jefferson

This instrument was acknowledged before me on this the 4th day of October, 2000, by ANTOINETTE CLARK.

PATRICIA MOSCHETTIERI
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 10-19-2002

Patricia Moschettieri
Notary Public, State of Texas