

Wireless Communication Sites

5751 Uptain Road
Uptain Building, Suite 407
Chattanooga, TN 37411-5674

Tel: 423.954.1111
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<http://www.signalonecorp.com>

January 26, 2004

Sidney S & Barbara A Foster
10145 County Road 64
Daphne, AL 36526

RE: Land Lease Agreement with commencement date of October 1, 2001 between **Sidney S. & Barbara A. Foster** ("Landlord") and **Signal One, LLC** ("Tenant") (the "Ground Lease") with respect to the tower site, AL-0117 Belforest, located at 10141 County Road 64, Daphne, AL, (the "Property")

Tenant herein informs Landlord that AAT Communications Corp. ("AAT") intends to purchase the tower, buildings, equipment, and any other property and rights, which Tenant has in and to said Property. In connection with such purchase, Tenant intends to assign all its right, title and interest in and to the Ground Lease to AAT (the "Assignment").

In connection with the above-described Assignment, AAT and Tenant desire to obtain the consent of Landlord. Accordingly, Landlord hereby agrees as follows:

- i) Landlord consents to the Assignment of the Ground Lease from Tenant to AAT.
- ii) Subject to the Assignment of the Ground Lease to AAT, and AAT's assumption of the terms thereof, Landlord releases Tenant from all claims and/or damages of any kind arising out of or related to the Ground Lease after the date of the Assignment on account of any facts or circumstances occurring or existing after the date of the Assignment.

Please sign below to evidence your agreement to the foregoing.

Sincerely,
SIGNAL ONE, LLC

By: 

ACKNOWLEDGED AND AGREED TO:

Sidney S. & Barbara A. Foster

By: _____
Title: _____

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Option") is made this 4th day of April, 2001 by and between Sidney S. Foster and wife, Barbara A. Foster ("Optionor") and Signal One, LLC ("Optionee").

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel or parcels of real property more particularly described on Exhibit "A" attached hereto ("Property") together with an easement for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Property and the Easement and that the legal description of the Property and the Easement as shown on the survey shall thereafter become the legal description of the Property and the Easement.

2. Option Initial Term. The initial term of this Option shall be for one (1) year from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be **One Hundred And No/100 Dollars (\$100.00)** ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

2 F.
A.
D.

4. ~~Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of _____ hundred and no/Dollars (\$____.00) prior to the expiration of the then existing term of this Option. Any consideration paid by Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.~~

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable title to the Property and the Easement free and clear of all liens, leases, and encumbrances other than those liens, leases, and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Property. In the event that Optionee objects to any defect or cloud on title to the Property, Optionee may declare this Option and any obligation of Optionee to lease the Property or acquire the Easement to be void and of no further force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter not enter into any contract which will affect the Property or the Easement until this Option expires or is terminated by Optionee.

(e) These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Taxes. Any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. Liquidated Damages. In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property and the Easement at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the

Property if needed for ingress and egress, Optionee shall not unreasonably interfere with Optionor's use of the Property or the Easement in conducting these activities.

9. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Property and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Property including but not limited to land use and zoning applications.

10. Exercise of option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Property and grant of the Easements shall govern the relationship of the parties and Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in paragraph 10, and terminating on the fifth anniversary of the Commencement Date ("Initial Term").

13. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 14(c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least 30 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. Should this Lease remain in full force and effect at the end of the Term of this Lease (as so renewed), this Lease shall continue in force and effect upon the same covenants, terms and conditions for a further period of one (1) year, and for successive annual periods thereafter, until and unless terminated by either party giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the date of expiration of the then

current Term of this Lease. Rental adjustments shall be made during any such additional period(s) pursuant to the provisions of Section 14(c) hereof.

14. Consideration.

(a) Upon the Commencement Date, Lessee shall pay Lessor the sum of **Six Thousand And No/100 Dollars (\$6,000.00)** per annum as rental ("Rent"). Rent shall be payable beginning on the Commencement Date and payable in equal monthly installments during the Term to Lessor at Lessor's address as specified in Paragraph 27 below;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in paragraph 13, Rent shall accrue during the Renewal Terms in accordance with the following schedule:

First Renewal Term	\$ 6,600.00 per annum
Second Renewal Term	\$ 7,260.00 per annum
Third Renewal Term	\$ 7,986.00 per annum
Fourth Renewal Term	\$ 8,784.60 per annum
Fifth Renewal Term	\$ 9,663.06 per annum

15. Lessor's Representations and Warranties. Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's Intended Use of the Property. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

16. Conditions Subsequent. In the event that Lessee's Intended Use of the Property is actually or constructively prohibited through no fault of Lessee or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were

paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operations of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

18. Improvements; Utilities, Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall have the obligation to remove all of the above ground portions of the Tower Facilities following any termination of this Lease. 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 which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. All debris resulting from said tree clearing is to be disposed of on adjacent lessor's property, in a location designated by lessor. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. ~~In the event that the tower to be constructed by Lessee on the Property is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors.~~

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensees or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional

compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor acknowledges and agrees that, in order to make the Property useable by Lessee, Lessee shall need to construct certain improvements on, upon and across the Property. Specifically, Lessee may need grade or improve the access easement and may need to park vehicles (including heavy equipment) upon portions of Lessor's Property adjoining the Leased Premises for a period of time not to exceed one hundred twenty (120) days from the date of the ground breaking for the construction of Lessee's improvements for which Lessor hereby grants to Lessee a temporary construction easement on Lessor's Property. Lessee and Lessor agree to work cooperatively and in good faith together in order to minimize any disruption to Lessor of the use of Lessor's Property and in order to permit Lessee to install its facilities in an expeditious and commercially reasonable manner. Lessee shall limit unreasonable interference to Lessor's use of Lessor's property and further agrees to return Lessor's property to good and reasonable condition after construction is completed.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Property to an open and improved public road which presently exists and which Easement shall be adequate to service the Property and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

19. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other

Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason or no reason at all upon two (2) months advance written notice from Lessee to Lessor.

20. Subleases. Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensees and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Lease.

21. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Lessor fails to pay when due any taxes affecting the Property or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessee will require of Lessor evidence in writing provided by Taxing Authority that the taxes assessed on property are as a result of Lessee's equipment or improvements.

22. Destruction of Premises. If the Property or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent

domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

24. Insurance. Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$1,000,000.

25. Environmental Compliance. Lessor warrants and represents that the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB'S, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials"). This Lease shall at the option of Lessee terminate be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property through no fault of Lessee after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

26. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this agreement, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

27. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to: Sidney S. & Barbara A. Foster
10145 County Road 64
Daphne, AL 36526

If to Lessee, to: Signal One, LLC
5751 Uptain Rd.
Suite 407 – Uptain Bldg.
Chattanooga, TN 37411
Attention: Site Development

28 Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29 Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's

receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

30. Successors and Assigns. This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Property or the Easement by Lessee.

~~33. Option to Purchase.~~

S.F.
B-7.
~~(a) Lessor, upon execution of this Lease, does hereby grant to Lessee the "Right of First Refusal & Option to Purchase" the demised premises from the Lessor for a cash price of _____ (\$_____). The "Option to Purchase" shall be deemed exercised by the Lessee upon receipt by Lessor of written notice to purchase. The "Right of First Refusal and Option to Purchase" shall expire if Lessee has not given written notice to Lessor of Lessee's exercise of the same on or before the sixty (60) months from the commencement date of this Lease.~~

S.F.
B-7.
~~(b) Upon exercise of the "Option to Purchase" by the Lessee, Lessor shall deliver to Lessee good, and marketable and unencumbered fee simple title to the Property by general warranty deed at a closing to be set by mutual agreement of the parties but in no event more than thirty (30) days from the date of the Lessee's exercise of the Option. At the closing, Lessee shall deliver the purchase price as adjusted to prorate taxes and other costs normally provided in sales/purchases of real property in Hamilton County, Tennessee.~~

34. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessee will file of record in the property records in the county in which the Property and Easement(s) are located a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and the Easements and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Property including but not limited to land use and zoning applications.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(k) Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise solely out of the use and/or occupancy of the Property by Lessee. Notwithstanding the preceding, Lessee shall not indemnify Lessor against any claim to the extent that it arises from or in connection with Lessor's negligence or any act or omission of Lessor or of any agent, servant or employee of Lessor.

(l) Lessor shall indemnify Lessee against and hold Lessee harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise solely out of the ownership, use and/or occupancy of the Property by Lessor. Notwithstanding the preceding, Lessor shall not indemnify Lessee against any claim to the extent that it arises from or in connection with Lessee's negligence or any act or omission or possession of Lessee or of any agent, servant or employee of Lessee, or use or occupancy of the Property by any of the foregoing.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Lease as of the date first written above.

Optionor:

Sidney S. Foster
Sidney S. Foster

Barbara A. Foster
Barbara A. Foster

STATE OF ALABAMA
COUNTY OF BALDWIN

On this 4th day of April, 2001, before me personally appeared Sidney S. Foster and wife, Barbara A. Foster, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Arthur R. Wilson
Notary Public

My commission expires:

2-23-04

Optionee:

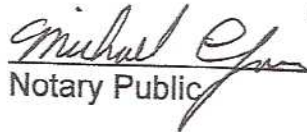


C. John Enloe
PRESIDENT AND CEO

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared C. John Enloe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT AND CEO of Signal One, LLC, the within named bargainor, a limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company as such PRESIDENT AND CEO.

WITNESS my hand and seal, this 17 day of April, 2001.


Notary Public

My commission expires: 5-22-01

A proposed wireless network facility including a 300' self-support tower structure *

Legal Description: Leased Property: A 100' x 100' parcel of land, situated in the NE corner of Lot 3, Simms Orchard Subdivision, Slide #1844-A, lying in Sec. 14, T5S, R2E, Baldwin County, AL. **Easement:** A strip of land, 60' wide, commencing at the southwest corner of said Lot 3, then narrowing to 35' and running in a northeasterly direction 360' +/- to the west boundary of the leased property.

Position at Center:

Latitude: N 30° 36' 17.9"
Longitude: W 87° 50' 57.2"
Elevation: 145' +/- AMSL

Zoning District:

Fall Zone Requirements:

Setback Requirements:

Not Zoned

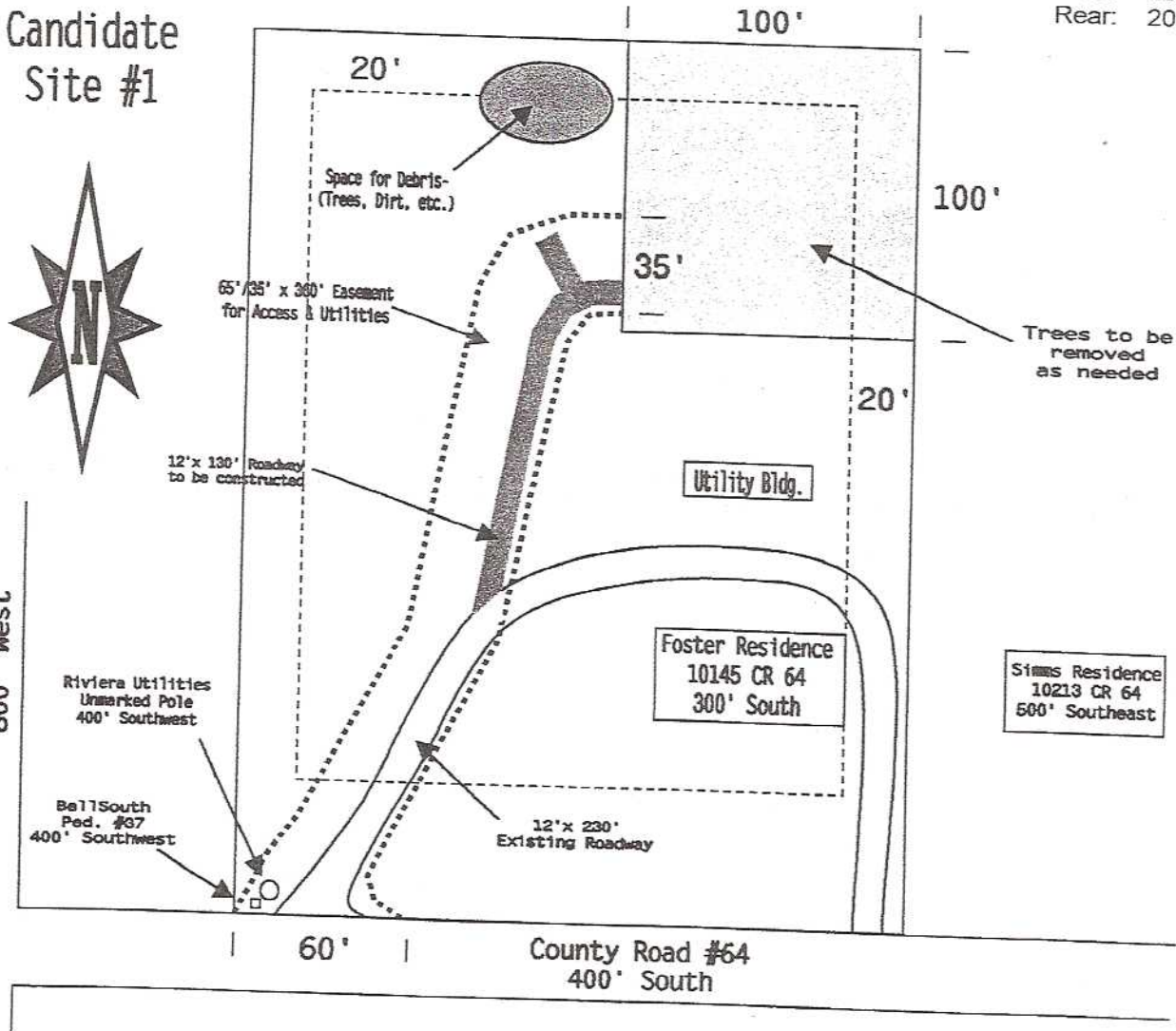
None

Front: 35'

Side: 20'

Rear: 20'

**Candidate
Site #1**



(NOT TO SCALE)

Approved:

Sidney S. Foster 4/4/01
Sidney S. Foster date

Barbara A. Foster 4/4/01
Barbara A. Foster date

* Tower type and height are subject to change. Final lease description including all rights-of-way and easements to be determined by actual ground survey and/or mutual agreement of both parties and included in the Lease Agreement.

SITE SKETCH

EXHIBIT "B"
LIENS AND ENCUMBRANCES

At this time there are no liens or encumbrances of any kind affecting the leased property.

Sidney S. Foster 4/4/01
Sidney S. Foster (date)

Barbara A. Foster 4/4/01
Barbara A. Foster (date)

SIGNAL ONE, LLC

Wireless Communication Sites

5751 Uptain Road
Uptain Building, Suite 407
Chattanooga, TN 37411-5647

Tel: 423.954.1111
Fax: 423.954.3222
<http://www.signalonecorp.com>

September 25th, 2001

Mr. Sidney S. Foster and Barbara A. Foster
10145 County Rd. 64
Daphne, AL 36526

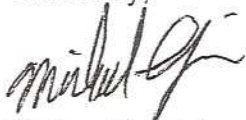
Re: Notice to start lease term.

To Whom It May Concern,

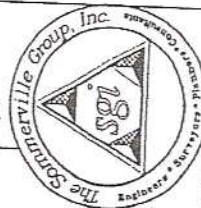
This letter is to serve as legal notice from Signal One, LLC as to our converting the option dated April 4th, 2001 between Sidney S. and Barbara A. Foster and Signal One, LLC to a lease agreement. October rent is included herein.

If I may be of any further assistance please call me at 423-954-1111. Thank you for your time and patience.

Sincerely,



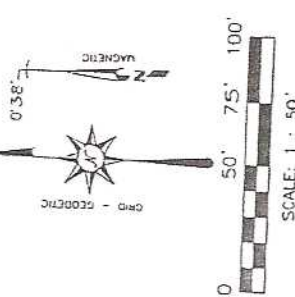
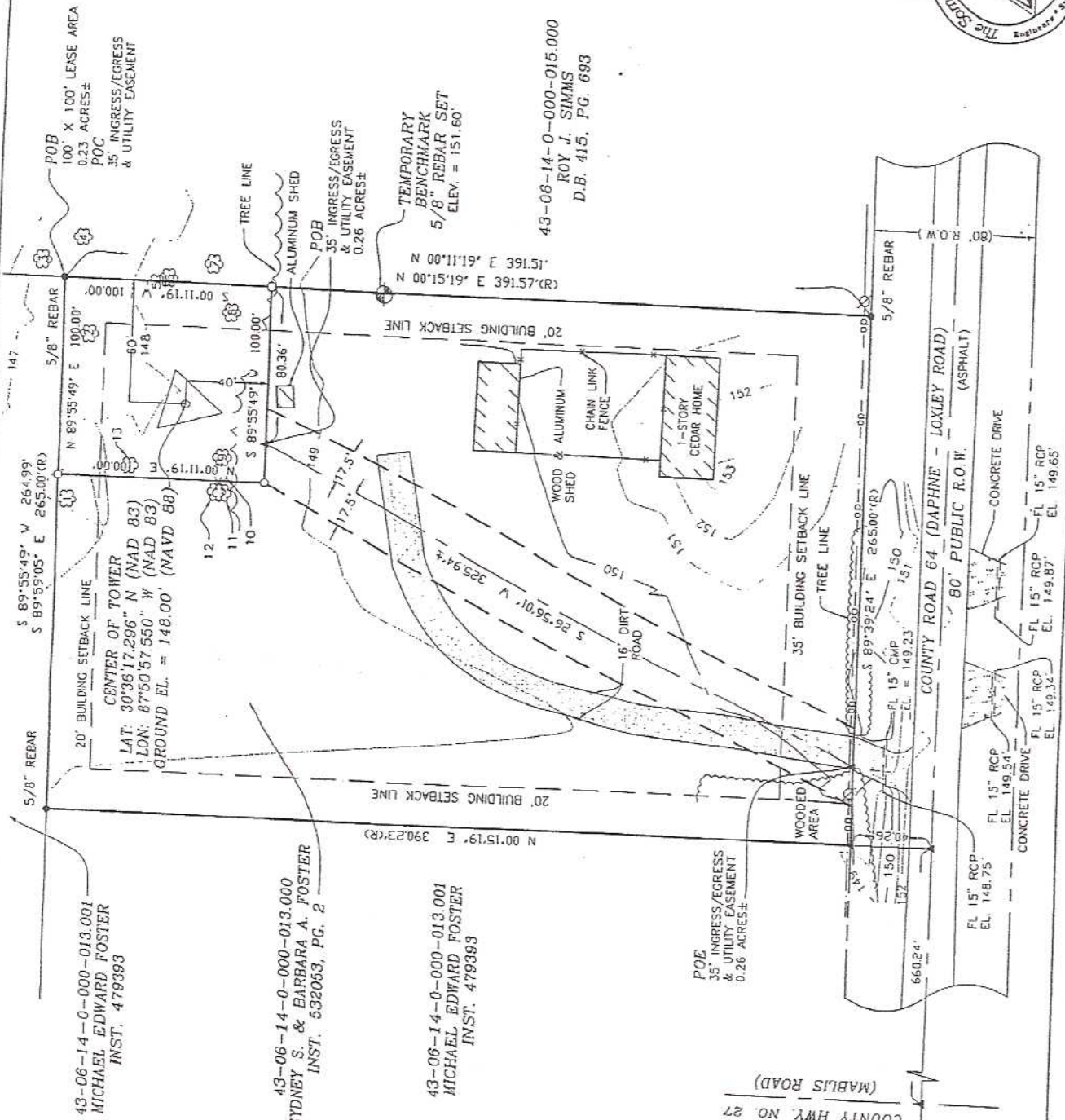
Michael E. Joiner
Real Estate Analyst



The Sommerville Group, Inc.
Engineers, Planners, Surveyors, Consultants
2320 7th Avenue South
Birmingham, Alabama 35223
Other: (205) 252-8845 Fax: (205) 252-1504

TYPE OF SURVEY BOUNDARY AND TOPOGRAPHIC
CLIENT
LAWGIBS Group Member
6138 Pritchard Drive, Suite 400
Chattanooga, TN 37416
Phone: (423) 894-7905
Fax: (423) 894-5859
AL-0117
DATE 07/02/01
SHEET 1 OF 2

REVISIONS
NO. DESCRIPTION
DATE



SCALE: 1" = 50'

TREE SURVEY NOTES.

TREE NO.	SIZE	TYPE
1	12"	OAK
2	12"	TREE
3	36"	TREE
4	48"	TREE
5	12"	TREE
6	48"	TREE
7	48"	TREE
8	48"	TREE
9	18"	OAK
10	12"	OAK
11	18"	OAK
12	12"	OAK
13	12"	TREE

BELFOREST
SITE # AL-0117
SEC. 14, T-5-S, R-2-E
BALDWIN COUNTY, ALABAMA



- LEGEND
- POWER BOX
 - WATER METER
 - TELEPHONE FEDERAL (LSA191513)
 - GAS VALVE
 - LIGHT POLE
 - POWER POLE
 - GLY ANCHOR
 - GRATE INLET
 - CLUB INLET
 - 5/8" CAPPED REBAR SET (LSA191513)
 - FOUND PROPERTY MARKER
 - TEMPORARY BEACH MARK
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - POE - POINT OF ENDING
 - A - CALCULATED POINT
 - (R) - RECORDED INFORMATION
 - RIGHT-OF-WAY
 - SETBACK

FLOOD NOTE

The subject property appears to lie in Zone "C" of the Flood Insurance Rate Map Community Panel No. 015000 0410 G, which bears an effective date of January 3, 1985 and is NOT in a special flood hazard area and bears no specific Base Flood Elevation. No field measurements were used in this determination and an elevation certificate may be needed for verification. Zone "C" is outside the 100 year flood zone.

SURVEYORS NOTES

1. Topographic Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor. Date of survey is June 28, 2001.
2. Bearings are based on Grid North.
3. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
4. Benchmark used is a concrete monument and brass disc, NAVD 88 Datum with an established elevation of 138 feet, (42.0 meters), PID # BG5006. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
5. This survey was conducted for the purpose of a Topographic Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
6. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
7. This Survey was conducted without the benefit of an Abstract Title search.
8. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 50 feet horizontally and to within +/- 20 feet vertically (NDA Accuracy Code 2C).

SURVEYORS CERTIFICATION

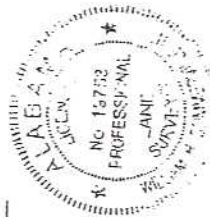
To Signal One, LLC:

This is to certify that this map or plot and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes items 1-6, 10-12 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that:

- the survey measurements were made in accordance with the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

William H. Sommerville III

William H. Sommerville III
Alabama Registered Surveyor
LS-19753



LEGAL DESCRIPTIONS

LEASE TRACT DESCRIPTION (INSTRUMENT 532053, PAGE 2)

Lot 3 as recorded on Slide #1844-A in the Office of the Judge of Probate, Baldwin County, Alabama.

100' X 100' LEASE AREA

A parcel of land lying in Section 14, Township 5 South, Range 2 East, Baldwin County, Alabama, being more particularly described as follows:

Beginning at a 5/8" rebar being the Northwest Corner of a parcel of land described in Instrument 532053, Page 2 in the Judge of Probate Office, Baldwin County, Alabama; thence run S 00°11'19" W a distance of 100.00 feet to a 5/8" capped rebar set (LS 19573); thence S 89° 55'49" W a distance of 100.00 feet to a 5/8" capped rebar set (LS 19573); thence S 89° 11'19" E a distance of 100.00 feet to a 5/8" capped rebar set (LS 19573); thence N 00° 55'49" E a distance of 100.00 feet to the Point of Beginning, containing 0.23 acres, more or less.

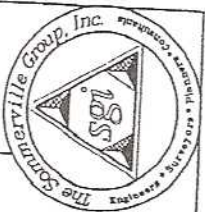
35' INGRESS/EGRESS & UTILITY EASEMENT

A parcel of land lying in Section 14, Township 5 South, Range 2 East, Baldwin County, Alabama, being more particularly described as follows:

Beginning at a 5/8" rebar being the Northwest Corner of a parcel of land described in Instrument 532053, Page 2 in the Judge of Probate Office, Baldwin County, Alabama; thence run S 00°11'19" W a distance of 100.00 feet to a 5/8" capped rebar set (LS 19573); thence S 89° 55'49" W a distance of 80.36 feet to the Point of Beginning of a Ingress/Egress and Utility Easement being 35 feet in width and lying 17.5 feet on each side of the following centerline; thence run S 20°56'01" W a distance of 325.94 feet to the North right-of-way line of County Road 64 and the Point of Ending, containing 0.26 acres, more or less.

NO.	DESCRIPTION	DATE
1	REVISIONS	
2	DESCRIPTION	
3	DATE	

The Sommerville Group, Inc.
Engineers • Surveyors • Planners • Consultants
Office: 1205 252-0905 Fax: (205) 252-1501
Birmingham, Alabama 35203
2300 7th Avenue South
Chattanooga, TN 37416
Phone: (423) 894-7906 Fax: (423) 894-8859
Low Preserving & Environmental Services, Inc.
6138 Preserving & Environmental Services, Inc.
Landscape Group Member
CLIENT
TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC
AL-0117
DATE: 07/02/01
SCALE: 1"=50'
SHEET: 2 OF 2



BELFOREST
SITE # AL-0117
SEC. 14, T-5-S, R-2-E
BALDWIN COUNTY, ALABAMA