

Lessee Site Name: Silverhill  
Lessee Site No.: A-9928  
Lat: 30° 33' 43.00"N  
Long: 87° 43' 44.00" W

**LEASE AGREEMENT  
(Antenna Space)**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between SOUTHERN COMMUNICATIONS SERVICES, INC. d/b/a SouthernLINC Wireless, a Delaware corporation, (the "Lessee"), and BALDWIN COUNTY, a political subdivision of the State of Alabama, (the "Lessor") and is effective on the date it is executed by the later of Lessee and Lessor (hereinafter referred to as "Effective Date").

**WITNESSETH:**

THAT Lessor is the owner of a telecommunications tower (the "Tower Facilities") located on that certain tract or parcel of land, generally located at McAuliffe Drive in Robertsedale, AL, and owned by Baldwin County Emergency Communications, a portion of which land upon which the Tower Facilities are located Lessee is leasing under separate lease directly with Baldwin County Emergency Communications.

THAT Lessor has this day rented and leased to Lessee the portion of the Tower Facilities described on Exhibit "A" attached hereto and by reference made a part hereof (the "Premises").

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Lease and Easement. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, the Premises upon and subject to the terms, conditions, covenants and provisions hereof, together with the right, privilege and easement to install on and attach to the Tower Facilities, and to maintain, operate, inspect, repair, replace, and add onto, cables, wires, supports, wave guides, conduits and other physical connections between Lessee's antennas and Lessee's other Facilities located in or about Lessee's equipment building including the right of access upon Tower Facilities for the foregoing purposes.

2. Initial Term. The initial term of this Lease shall be five (5) years (the "Initial Term") and shall commence on the first (1st) day of the month following the Effective Date, and shall terminate on the fifth (5<sup>th</sup>) anniversary of the Commencement Date, unless sooner terminated or extended as herein provided. As rental for the Premises, Lessee shall pay to Lessor, in equal monthly installments on the first of each month, the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) during the Initial Term. Rental for any partial month shall be prorated. The monthly rental for the extension terms shall be calculated as set forth in Paragraph 3. Lessee shall have the right to pay such monthly rentals annually, in advance, payable upon commencement of this Lease and subsequently on or before the anniversary of each subsequent year that the Lease is in force.

3. Extensions.

(a) Lessee shall have the option to extend this Lease for four (4) additional five (5) year terms (each an "Extension Term"). Unless Lessee shall have given to Lessor written notice of its election not to renew this Lease on or before three (3) months prior to the end of the then current term, this Lease shall automatically be extended for the next Extension Term. In the event Lessee so notifies Lessor of its election not to extend, this Lease shall terminate. Rental for any partial month shall be prorated.

(b) The monthly rental shall escalate during each subsequent Extension Term at the rate of ten percent (10%) per term.

(c) If at the end of the fourth (4th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Lease 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 three (3) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) Extension Term.

Lessee shall pay rent at the rate set forth above from the Commencement Date throughout the term of this Lease on the first day of each and every calendar month. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice and thirty (30) days in advance of any rental payment date. Throughout this Lease, the Initial Term and Extension Term(s) may be referenced as "the term of this Lease".

4. Permits. The obligations of Lessee under this Lease are expressly subject to and conditioned upon the satisfaction (or waiver in writing by Lessee) of the following condition: receipt by Lessee of all necessary permits or other federal, state or local governmental authorizations (the "Permits") necessary for the use of the Premises by Lessee as an antenna site for Lessee's planned communications system, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits deemed necessary by Lessee in connection with Lessee's intended use of the Premises. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Lessee. When applicable, Lessor agrees to cooperate in the filing of applications with the appropriate zoning authority and/or commission for the proper zoning of the Premises as required for the use intended by Lessee. Lessee will perform all other acts and bear expenses associated with the rezoning procedure. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or radio frequency propagation, or similar tests are found to be unsatisfactory so that Lessee, in its sole discretion, will be unable to use the Premises for its intended purposes, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Lessor as evidenced by the return receipt. All rentals earned to said termination date shall be retained by Lessor. Any rent paid to Lessor, yet not earned to said

termination date, shall immediately be reimbursed to Lessee. Notwithstanding the preceding sentence requiring the reimbursement to Lessee for unearned rent, upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

5. Assignment. Lessee may not assign, mortgage or otherwise encumber this Lease or all or any part of the Premises, without Lessor's consent and formal approval. Lessee may not sublease all or any part of the Premises to an affiliate of Lessee without Lessor's consent. Lessee may sublease all or any part of the Premises to any third party with Lessor's consent, such consent not to be unreasonably withheld. Upon any such approved assignment of this Lease or subletting of all or any part of the Premises, Lessee shall be and remain fully responsible for all obligations under this Lease; provided, however, Lessor agrees that (a) upon an assignment of this Lease by Lessee to any entity which acquires Lessee's communications license from the Federal Communications Commission (FCC) or to any present or future Affiliate of Lessee, including Lessee's Parent, The Southern Company, and the assumption by such assignee of the obligations of Lessee under this Lease, the Lessee named herein shall automatically and without any further documentation be released of all obligations under this Lease, and (b) upon an approved assignment of this Lease by Lessee to any other assignee which shall be deemed by Lessor in its discretion (to be exercised reasonably) to be creditworthy and capable of observing and performing the financial obligations of Lessee under this Lease, and the assumption by such assignee of the obligations of Lessee arising after the date of such assignment, Lessor shall release Lessee in writing of all obligations under this Lease arising after the date of such approved assignment. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under common control with the specified party, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of the specified party.

6. FAA and FCC Requirements. Lessor shall comply, at Lessor's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). To the extent of any claims not barred by the immunity granted to Lessor by Section 14 of Article I of the Constitution of Alabama of 1901, Lessor hereby agrees to hold Lessee harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) caused by or resulting from Lessor's failure to comply with such requirements. Lessee hereby agrees to hold Lessor harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) caused by or resulting from Lessor's failure to comply with such requirements, to the extent such failure to comply is caused by or arises from Lessee's actions, inactions, negligence or breach of its obligations under this Lease.

7. Maintenance of Tower Facilities. Lessor, at Lessor's sole cost and expense, shall maintain the Tower Facilities in good order and repair (including, without limitation, all necessary replacements), and shall observe and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities affecting the Tower Facilities or appurtenances thereto or any part thereof and whether or not the same are in force at the Commencement Date or may in the future be passed, enacted or directed. Lessor shall pay all costs, expenses, liabilities, losses,

damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Lessor to comply with the foregoing.

8. Compliance by Lessee. Except as otherwise provided in Paragraphs 6 and 7 of this Lease, Lessee shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Premises by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Premises. Lessor agrees, provided Lessor incurs no cost or expense, to cooperate with Lessee in obtaining such licenses, permits or approvals. Lessee shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to Lessee's equipment and Lessee shall hold Lessor harmless from any claim resulting from Lessee's operation of Lessee's equipment.

9. Lessee's Facilities. Lessee shall have the right to install, construct, repair, maintain, operate, remove, replace, upgrade and enhance on the Premises radio communications facilities, an equipment building, transmitters, receivers, generators for emergency power supply, radio transmitting and receiving antennas and related equipment and supporting structures as the same are more particularly described on Exhibit "B" attached hereto and by reference made a part hereof ("Lessee's Facilities"). Lessor grants, subject to the limitations of its authority to do so, Lessee the right to use adjoining and adjacent areas upon the Land and Tower Facilities as is reasonably required during construction, installation, maintenance and operation of the Lessee's Facilities. Lessee's Facilities shall be installed and constructed by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee shall have a new structural analysis of the tower preformed by an engineering firm licensed in the state of Alabama with the addition of Lessee's Facilities described on Exhibit "B" and shall provide a copy of said structural analysis to Lessor upon receipt. Lessor shall have the right to review and approve the structural analysis prior to Lessor's execution of this Lease. Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall return the Premises to Lessor at the termination or expiration of the term of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted.

10. Utilities. Lessee shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all electricity consumed by Lessee at the Premises. Lessor shall execute any documentation for easements needed to provide any utilities to the Premises.

11. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this Lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

12. Interference. Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor or to other lessees of the Tower Facilities provided that the rights of such

other lessees predate the date of this Lease. From and after the date of this Lease, Lessor shall not install and shall not permit its lessees or licensees to install new equipment on or about the Tower Facilities if such equipment causes interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event any such interference occurs, Lessee may require Lessor to remove any such equipment causing such interference. Should Lessee notify Lessor that Lessee has detected any such interference, Lessor shall take any necessary action immediately to cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference) until a mutually acceptable permanent solution is developed. If such interference does not cease promptly, Lessee shall have the right, in addition to any other rights or remedies under this Lease or at law or in equity, to terminate this Lease. Lessor and Lessee agree to cause their respective engineers to consult with the other party's engineers prior to effecting any change or modification that could result in interference in reception or transmission of signals by such other party.

13. Insurance.

(a) Lessee agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part (i) under any plan of self-insurance which Lessee or any Lessee Affiliate may have in force and effect from time to time, or (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all of the foregoing requirements are satisfied.

(b) Lessor shall maintain extended coverage casualty insurance upon the Tower Facilities in the amount of the full insurable value thereof and shall maintain commercial general liability insurance in the amounts and covering the risks described in paragraph (a) above.

14. Liability.

(a) To the extent of any claims not barred by the immunity granted to Lessor by Section 14 of Article I of the Constitution of Alabama of 1901, Lessor shall hold Lessee harmless against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, without limitation, Lessor, Lessor's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any wrongful act or omission, or negligence of Lessor, its agents, employees and contractors.

(b) Lessee shall hold Lessor harmless against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, without limitation, Lessee, Lessee's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, to the

extent such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any wrongful act or omission, or negligence of Lessee, its agents, employees and contractors.

15. Environmental Indemnification. To the extent of any claims not barred by the immunity granted to Lessor by Section 14 of Article I of the Constitution of Alabama of 1901, Lessor shall hold Lessee harmless from any damage, loss, expenses or liability resulting from any violation by Lessor or its agents, invitees or contractors of any federal, state or local environmental statute or other law, or from the presence, on or before the Commencement Date hereof, in, on, under or upon the Tower Facilities and/or Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*). Lessee shall hold Lessor harmless from any damage, loss, expenses or liability resulting from any violation by Lessee or its agents, invitees or contractors of any federal, state or local environmental statute or other law, or from the presence, after the Commencement Date hereof, in, on, under or upon the Tower Facilities and/or Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*).

16. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE OR SPECIAL DAMAGES OF ANY KIND OR FOR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHETHER RESULTING FROM LOSS OF REVENUE, LOSS OF USE OF FACILITIES OR OTHERWISE, DURING ANY TERM OR THIS LEASE OR AFTER THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

17. Default. The following events shall constitute events of default under this Lease:

(a) Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of fifteen (15) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or

(b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained and to be performed by Lessee and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period then such failure shall not be deemed a default so long as Lessee, after receiving such notice, promptly initiates efforts to cure the failure and diligently pursues such efforts.

Upon the occurrence of an event of default, at Lessor's option, (i) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall promptly surrender the Premises, and remove Lessee's Facilities within sixty (60) days after Lessor's termination notice, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises by summary proceedings or ejectment or (ii) pursue any remedy provided at law or in equity.

18. Termination: Removal of Lessee's Facilities. In the event Lessor shall breach this Lease, Lessee shall be entitled to reimbursement of the unearned rent paid in advance to any and all other damages resulting to Lessee in that instance. In the event Lessee shall breach or otherwise terminate this Lease, Lessee shall pay to Lessor all earned but unpaid rent and any other amounts owed hereunder.

Due to the fact that the main purpose of the Tower Facilities is to provide Public Safety and other Lessor communications that are in the interest of serving the needs of the citizens of Baldwin County, Alabama, Lessor may terminate this Lease should the use of the tower space leased to Lessee be required by Lessor for use by one of its agencies by giving one hundred eighty (180) days' advance, written notice; provided that, should other space on the Tower Facilities, which is not then occupied, be acceptable to Lessee for relocation of its Facilities, Lessor shall permit Lessee to re-locate its facilities to the un-occupied space and the Lease shall not be terminated. Upon any such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

Lessee may terminate this Lease for any cause whatsoever by giving thirty (30) days' advance, written notice. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

Upon cancellation, revocation, termination or expiration of this Lease, Lessee shall have ninety (90) days within which to vacate the Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Lessee shall not remove its improvements within the ninety (90)-day time period as set forth herein, all such improvements shall become the property of Lessor. There shall be no obligation of Lessee to restore the Premises upon any such removal, except to that extent to render the Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Lessee shall not be liable to Lessor for any damages relating to such removal except as otherwise provided for herein. If such time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of Lessee's Facilities, personal property and improvements is completed.

19. Subsequent Sale; Lessor's Non-Interference. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of the Tower Facilities which is any part of the Premises to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder. Lessor agrees not to sell, lease or use any other areas of the Tower Facilities upon which the Premises are situated for placement of other communications towers or structures if such installation would interfere with Lessee's Facilities.

20. Subsequent Parties Bound. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

21. Taxes. Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind

and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, Lessee shall pay such taxes as are directly attributable to Lessee's Facilities.

22. Lessor's Title. Lessor represents and warrants that, provided Lessee is not in default beyond the expiration of any applicable cure or grace period, Lessee shall quietly have, hold and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone. Lessor owns fee simple title to the Tower Facilities free and clear of any liens, encumbrances and restrictions, except only those matters set forth on Exhibit "C", attached hereto and by reference made a part hereof, and that Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder.

23. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Premises; provided, however, that every such mortgagee of a mortgage shall recognize the validity of this Lease and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease. Lessee shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause.

24. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Premises. Lessor shall cooperate with Lessee's efforts to obtain such title insurance policy.

25. Damage or Destruction. In the event that, at any time during the term of this Lease, the Land, Premises or Tower Facilities shall be destroyed or damaged in whole or in part then Lessor, at its own option, and at its own cost and expense, may cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced, or chooses not to commence, such repair, replacement or rebuilding within sixty (60) days after the date of such damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to complete such repair, replacement or rebuilding within a reasonable time after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. Rent shall abate to the extent that, and for the period that, in Lessee's reasonable judgment, the Premises are not usable for the conduct of Lessee's business. In the event the Tower Facilities are destroyed or damaged at any time during the last year of the initial term of this Lease or any extension period to the extent that, in Lessor's reasonable judgment, the Tower Facilities are not usable in their damaged condition for the conduct of Lessor's business, Lessor may, upon written notice to Lessee, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date, and Lessee shall have the right to remove Lessee's Facilities as otherwise provided for herein.

26. Condemnation. If the whole of the Premises, or such portion of the Premises or the Land as will make the Tower Facilities unusable for Lessee's use, or for the purposes herein leased, in Lessee's reasonable discretion, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may terminate this Lease. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. Lessee may claim and recover from the condemning authority such award as may be allowed by law.

27. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand (against receipt), (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Lessor: Baldwin County, a political subdivision of the State of Alabama  
312 Courthouse Square, Suite 13  
Bay Minette, AL 36507  
Attention: Chairman

Lessee: Southern Communications Services, Inc.  
d/b/a SouthernLINC Wireless  
5555 Glenridge Connector  
Suite 500  
Atlanta, GA 30342  
Attention: Lease Administrator

With a copy to: Southern Communications Services, Inc.  
d/b/a SouthernLINC Wireless  
5555 Glenridge Connector  
Suite 500  
Atlanta, GA 30342  
Attention: Contracts Manager

28. Severability. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein

and shall not terminate and there shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the parties. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

29. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing, signed by the parties, and by reference incorporated into this Lease. This Lease, and the performance thereof, shall be governed by the laws of the state where the Premises are located.

30. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

31. Survival of Representations. The provisions contained in this Lease that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder.

32. Recording of Lease. Lessor and Lessee agree that a copy of this Lease with all rental amounts redacted, may be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

33. Recovery of Expenses. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party court costs and reasonable attorneys' fees.

34. Leasehold Estate. This Lease shall create a leasehold estate in Lessee and not a mere usufruct.

35. Time is of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

36. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

**(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)**

**IN WITNESS WHEREOF**, each of the parties has caused this Lease to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

“LESSOR:”

BALDWIN COUNTY, a political subdivision of the State of Alabama

Monica Taylor  
Witness  
Ann Yancy  
Witness

By: Albert Lipscomb  
Name: Albert Lipscomb  
Title: Chairman of the Baldwin County Commission  
Date: August 15, 2006

“LESSEE:”

SOUTHERN COMMUNICATIONS SERVICES, INC., d/b/a SouthernLINC Wireless

L. L.  
Witness  
[Signature]  
Witness

By: R. Craig Elder  
Name: R. Craig Elder  
Title: CFO, Vice President and Treasurer  
Date: 8/7/06

STATE OF Alabama

COUNTY OF Baldwin

I, Lori G. Ruffin, a notary public in and for said county in said state, hereby certify that Albert Lipscomb, whose name as Chairman of the Baldwin County Commission, the governing body for Baldwin County, a political subdivision of the State of Alabama (the "Lessor") is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of August, 2006.

Lori G. Ruffin  
Notary Public

[ Notarial Seal ]

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Dec 13, 2008**  
**BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**

STATE OF GEORGIA

COUNTY OF Gwinnett

I, Kevin B. Robinson, a notary public in and for said county in said state, hereby certify that R. Craig Elder, whose name as CFO, Vice President and Treasurer of Southern Communications Services, Inc. d/b/a SouthernLINC Wireless, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of August, 2006.

Kevin B. Robinson  
Notary Public

[ Notarial Seal ]

My Commission Expires:

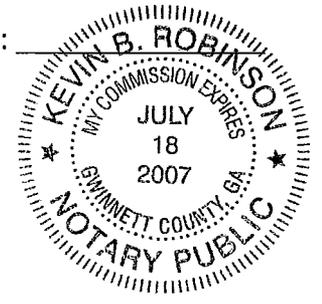


Exhibit "A"

Premises

1. Adequate space on the Tower Facilities for the installation of Five (5) Omni Whip Antennas, and One (1) Tower Top Amplifier (LNA), Base Mounted at 274' with Six (6) runs of Heliac cable (Three (3) runs of 7/8", Two (2) runs of 1 5/8", and One (1) run of 1/2") on the 345' guyed tower.

By agreement of the parties a survey may be incorporated herein as part of this Exhibit "A" upon Lessee's completion of an "AS-BUILT" survey of the Premises.

Exhibit "B"

Lessee's Facilities

The Facilities initially installed by Lessee shall include the following:

1. Five (5) omni whip antennas at 274' with six (6) runs of Heliac cable, three (3) runs of 7/8" coax cable, two (2) runs of 1 5/8" coax cable and one (1) run of 1/2" coax cable.

Lessee's Facilities shall also include any and all additional equipment, parts and accessories related thereto which may be installed by Lessee upon the Premises provided that the same are used in connection with Lessee's communications system, and do not substantially increase the burden on the Tower Facilities.

Title to Lessee's Facilities shall be and remain in Lessee.

Exhibit "C"

Exceptions to Lessor's Title

**(If none, so state.)**

By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a title examination of the Leased Premises.