

RESOLUTION NO. 3818-09

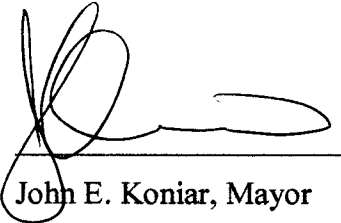
**AUTHORIZING A REVISED LEASE AGREEMENT AND MEMORANDUM
OF LEASE AGREEMENT WITH SOUTHERN COMMUNICATIONS SERVICES,
INC. D/B/A SOUTHERN LINC WIRELESS**

WHEREAS, the City previously authorized, by Resolution No. 3720-09, a lease agreement with Southern Communications Services, Inc., d/b/a SouthernLINC Wireless, for "Antenna Space", and

WHEREAS, SouthernLINC is now ready to begin work at the site and is requesting execution of a revised "Lease Agreement" and "Memorandum of Lease Agreement".

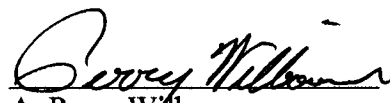
NOW THEREFORE BE IT RESOLVED by the Foley City Council in regular session August 17, 2009, that the attached revised "Lease Agreement" and "Memorandum of Lease Agreement" for "Antenna Space" between Southern Communications Services Inc. d/b/a SouthernLINC Wireless and the City of Foley, to lease space on the City's Communication tower, as more particularly described in the attached documents, are hereby accepted and supersedes the previously approved lease under Resolution No. 3720-09.

PASSED, ADOPTED AND APPROVED THIS 17th day of August 2009.



John E. Koniar, Mayor

ATTEST:


A. Perry Wilbourne
City Clerk/Administrator

ValuPower Resources, Inc.

685 Virginia Ave NE • Atlanta, Georgia 30306

August 4, 2009

Via Federal Express

City of Foley
Attention: Jessica Nelson
407 E. Laurel Avenue
Foley, AL 36535

Phone: (251) 943-1545

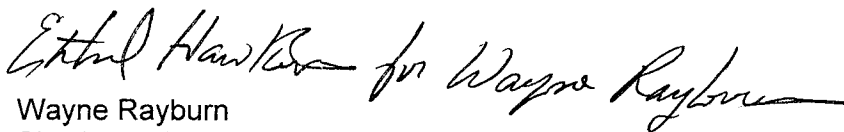
Re: Lease Agreement (Antenna Space)
Memorandum of Lease Agreement (Antenna Space)
for Foley (A-9930)

Dear Ms. Nelson:

Enclosed are two (2) partially executed originals of the referenced agreements between Southern Communications Services, Inc., d/b/a SouthernLINC Wireless, as Lessee, and the City of Foley, Alabama, as Lessor, for co-location on the above referenced tower. Please have the documents signed and dated with proper witness and Notary and return one (1) original to me.

Please feel free to contact me at (404) 817-3155 if you have any questions.

Very truly yours,



Wayne Rayburn
Site Acquisition Project Manager
for SouthernLINC Wireless

Enclosures

Telephone (404) 817-3161 • FAX (404) 817-3060
E-Mail: x2raybur@southernco.com

#11F

AGENDA REQUEST FORM

DATE OF WORK SESSION: 08-17-09

DATE OF COUNCIL MEETING: 08-17-2009

DEPARTMENT AND PERSON REQUESTING ITEM TO BE PLACED ON AGENDA:
Butch Stokes

DESCRIPTION OF TOPIC:

Discussion Item: Discuss authorizing revised Lease Agreement and Memorandum of Lease Agreement with Southern Communications Services, Inc., DBA Southern Link Wireless.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

SOURCE OF FUNDING:

Is this a budgeted item? ☐ Yes ☒ No

If budgeted, is this a capital purchase, capital project, special fund or in the Capital Purchase Reserve? N/A

Please provide the budgeted amount: \$ N/A Account No. N/A

Please provide the amount requested: N/A

_____ Do Not Write Below This Line _____

Verified by the Finance Department:

Approved by: _____ Date: _____

Clerk's Office: Approved by: _____ Date: _____ Time: _____

If this is a capital purchase or capital reserve purchase, attach the required forms approved by Finance. (See back.)

S.LINC Wireless Site Name: FOLEY
S.LINC Wireless Site Number: A-9930
Lat. 30-24-48.46 N
Long. 87-40-51.38 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 the CITY OF FOLEY, ALABAMA, a municipality, (the "Lessor") and is effective on the date it is executed by the later of Lessee and Lessor (hereinafter referred to as "Effective Date").

W I T N E S S E T H:

THAT Lessor is the owner of a telecommunications tower (the "Tower Facilities") located on that certain tract or parcel of land which is owned by Lessor (the "Land") located in City of Foley, Baldwin County, Alabama and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof;

THAT Lessor has this day rented and leased to Lessee the portion of the Tower Facilities and Land described on Exhibit "B" 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 over and across the Land, from the nearest public right-of-way, for parking, pedestrian and vehicular access to and from the Premises, as well as sufficient access to permit passage of all equipment, tools, parts and personnel required to install, operate, maintain, repair and replace Lessee's Facilities (as hereinafter defined), together with the right, privilege and easement over and across the Land for the purposes of providing electricity, data communications (including, but not limited to, fiber optic cable) and other utilities to the Premises, together with the right, privilege and easement to install on and attach to the Tower Facilities, and to construct, operate and maintain Lessee's equipment building 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 over and across the Land and 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 or the first (1st) day of the month following the date Lessee commences construction, whichever event occurs last (the "Commencement Date"), and shall terminate on the fifth (5th) 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 One Thousand and No/100 Dollars (\$1,000.00) 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 six (6) 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 six (6) 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 sign such papers as required to file 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. Lessor agrees not to register any written or verbal opposition to the rezoning procedures. 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 in accordance with the requirements of Paragraph 26, entitled Notices. 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 assign, mortgage or otherwise encumber this Lease or all or any part of the Premises, without Lessor's consent. Lessee may 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 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 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 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 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"). Lessor hereby agrees to and does indemnify and hold Lessee harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including, without limitation, attorneys' fees and courts costs) caused by or resulting from Lessor's failure to comply with such requirements.

7. Maintenance of Tower Facilities. Lessor, at Lessor's sole cost and expense, shall maintain the Land and 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 Land, 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 "C" attached hereto and by reference made a part hereof ("Lessee's Facilities"). Lessor grants 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. Lessor represents and warrants that the Tower Facilities have sufficient structural strength to accommodate Lessee's Facilities described on Exhibit "C" hereto. Lessor shall indemnify Lessee, its agents, employees, contractors, licensees, and invitees for personal injury and death and property damage due to, caused by, or resulting from the structural inadequacies or defects of Lessor's Tower Facilities. 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; provided, however, Lessor shall not be liable to Lessee 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 Lessee's Facilities or otherwise. 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. Lessee may provide the above insurance through a program of commercial insurance, a program of risk assumption, a self insured retention or any combination thereof.

(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 and Indemnity.

(a) Lessor shall indemnify Lessee for and 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 indemnify Lessor for and 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. Lessor shall hold Lessee harmless from and indemnify Lessee against and 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 date hereof, in, on, under or upon the Land, 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 and indemnify Lessor from and against any damage, loss, expense 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, after the Commencement Date hereof, in, on, under or upon the Premises.

16. 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.

17. 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.

Lessee may terminate this Lease for any cause whatsoever by giving thirty (30) days' advance, written notice; provided that should any condition of the Premises render it impossible or impractical for Lessee's purposes (as determined in Lessee's sole discretion) Lessee may terminate this Lease immediately. 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.

18. 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 its Land or 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 Land or Tower Facilities upon which the Premises are situated for placement of other communications towers or structures if, in Lessee's sole reasonable judgment, such installation would interfere with Lessee's Facilities.

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

20. 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 or the Land or any part thereof, or any buildings, appurtenances or equipment thereon or therein or any part thereof, 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.

21. 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 represents and warrants to Lessee that Lessor owns fee simple title to the Land and Tower Facilities free and clear of any liens, encumbrances and restrictions, except only those matters set forth on Exhibit "D", 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.

22. 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 in the event of a foreclosure of the Land Owner's and/or Lessor's interest 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. In the event the Premises are encumbered by a mortgage, Lessor, no later than ten (10) days after this Lease is executed, shall have obtained and furnished to Lessee, a non-disturbance instrument for each such mortgage, whether the Land Owner is the mortgagor or Lessee is the mortgagor.

23. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Lessee's option, should Lessor fail to provide requested documentation within thirty (30) days of Lessee's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 22 of this Lease, Lessee may withhold and accrue the monthly rental until such time as the requested documents and instruments are received.

24. Damage or Destruction.

(a) 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 cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced 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.

(b) In the event of any such damage or destruction which renders Lessee's Facilities non-operable for a period reasonably expected to exceed sixty (60) days, Lessee shall have, and Lessor hereby grants to Lessee, the right to bring and maintain upon the Land such temporary communications facilities as Lessee shall reasonably determine are necessary to continue to operate Lessee's communications system and provided that such temporary facilities do not materially interfere with Lessor's or any other lessee's communications operations on the Land and provided that Lessee shall remove such temporary facilities upon the earlier of (i) restoration of service by Lessee's Facilities, or (ii) termination of this Lease.

25. 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 (i) terminate this Lease, or (ii) elect to continue this Lease and reduce the rent in proportion to the portion of the Premises so taken. 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.

26. 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: City of Foley:
Mail to: PO Box 1750
Foley, AL 36536
Attention: City Clerk's Office

Ship to: 203 West Myrtle Ave
Foley, AL 36535
Attention: City Clerk's Office

Lessee: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
Attention: Lease Administrator

With a copy to: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
Attention: Contracts Manager

27. 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.

28. 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.

29. Additional Provisions. In addition to the terms and conditions set forth in the body of this Lease, this Lease and Lessee's rights hereunder shall be subject to any Additional Terms and Conditions as may be set forth in Exhibit "E" attached hereto and by reference made a part hereof. In the event of a conflict between a term, condition or provision set forth in the body of this Lease and a term, condition or provision set forth in Exhibit "E", the term, condition or provision set forth in the body of this Lease shall prevail except to the extent that Exhibit "E" expressly provides by specific reference that the term, condition or provision set forth therein is in lieu of or notwithstanding the specific term, condition or provision set forth in the body of this Lease with which it conflicts.

30. No Brokers or other Agents. Lessee and Lessor represent and warrant to each other that no broker, realtor or other person has acted for either of them in connection with this Lease or the transactions contemplated by this Lease. Each party hereby agrees to indemnify and hold harmless the other party from and against any cost, expense, damage, or liability arising out of a breach by the indemnifying party of the foregoing representations and warranties regarding any such brokers, realtors or others.

31. 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.

32. Survival of Lease. For and in consideration of One Hundred and No/100ths Dollars (\$100.00), the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree that the indemnification provisions contained in this Lease shall survive the termination, cancellation, assignment and/or expiration of this Lease.

33. Memorandum of Lease. Lessor and Lessee agree that this Lease may not be recorded in any public record. A memorandum hereof may be recorded at the expense of the party so requesting this recording. Lessor agrees to, upon request of Lessee, execute any appropriate memorandum of this Lease prepared by Lessee at Lessee's expense.

34. 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, as part of the prevailing party's costs, reasonable attorneys' fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

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

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

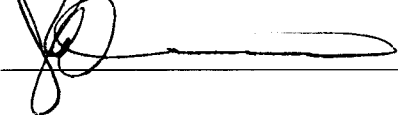
37. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

(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:”

CITY OF FOLEY, ALABAMA

By: 

Name: John E. Konair

Title: Mayor

Date: 2/20/2009



Witness



Witness

“LESSEE:”

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

Glenridge One Building
5555 Glenridge Connector, Suite 500
Atlanta, GA 30342

By: 

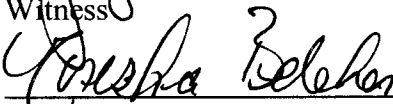
Name: R. Craig Elder

Title: CFO, Vice President and Treasurer

Date: 8/3/09



Witness



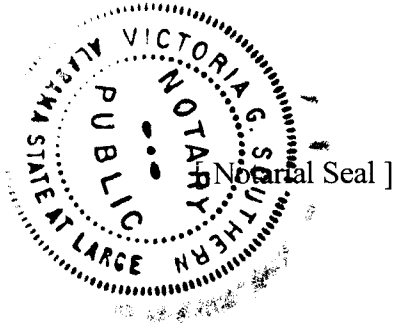
Witness

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria G. Southern, a notary public in and for said county in said state, hereby certify that John E. Konair, whose name as Mayor of City of Foley, Alabama, an Alabama municipality (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 20th day of August, 2009.



Victoria G. Southern
Notary Public

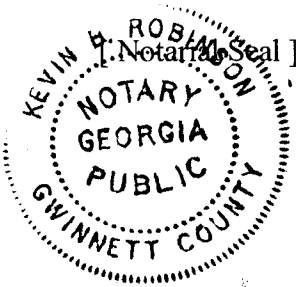
My Commission Expires: 6-1-2013

STATE OF GEORGIA

COUNTY OF Fulton

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 3rd day of August, 2009.



Kevin B. Robinson
Notary Public

My Commission Expires:

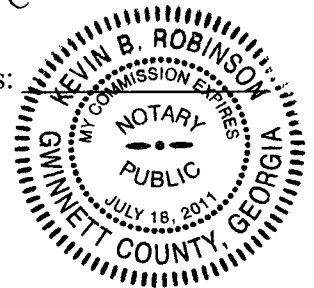


Exhibit "A"

LAND

(SEE ATTACHED SURVEY
AND FINAL PLAT OF HOPE SUBDIVISION
RECORDED AS SLIDE 2167B)

SECTION AVENUE

TOWER SURVEY
OF A PART OF
THE NW 1/4 OF SECTION 28,
TOWNSHIP 7 SOUTH, RANGE 4 EAST
BALDWIN COUNTY, ALABAMA

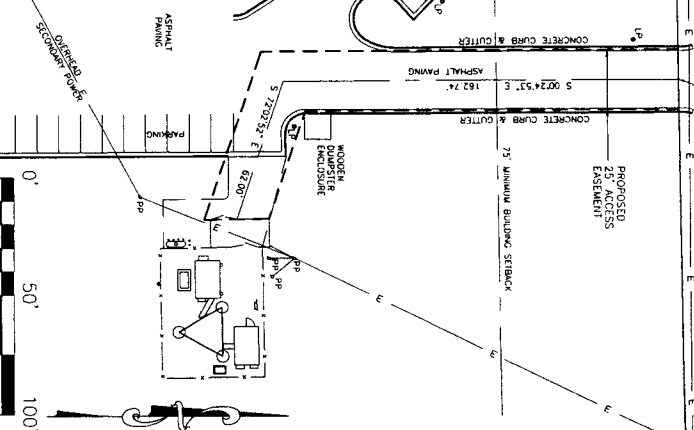
TOWER LOCATION INFORMATION
LOT 1 SET SUPPORTING TOWER
ON A 10' TALL CONCRETE FOUNDATION
LATITUDE = 89°24'48" N ± 5.0"
LONGITUDE = 81°46'51.00" W ± 5.0"
GROUND ELEVATION AT BASE OF TOWER = 417.9 ± 2.0 NAVD83
TOP OF TOWER HEIGHT ABOVE GROUND = 189.31'
HEIGHT OF HIGHEST APPEARANCE ABOVE GROUND = 200.31'

LOT 1
HOPE
SUBDIVISION
FICHE 21678

FLOOD STATEMENT:
ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS
(FIRM) COMMUNITY-PANEL NO. 01000C 0820 L,
DATED JULY 17, 2007, THIS SITE LIES ENTIRELY IN
ZONE 'X' (UNSHADED), DEFINED AS AREAS OUTSIDE
THE 0.2% ANNUAL CHANCE RAINFALL.

MAGNOLIA AVENUE

POPLAR STREET



SURVEY NOTES:

- 1- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 07/22/09.
- 2- BEARINGS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, WEST ZONE, AND 83, AND WERE DETERMINED FROM SURVEY DATA.
- 3- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT TRACT. PARENT TRACT RECORDATION IS SHOWN FROM DEED RECORDATION.
- 4- THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY EXIST UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.

PARENT TRACT:

LOT 1, HOPE SUBDIVISION, AS RECORDED ON SLIDE 21678 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

ACCESS EASEMENT:

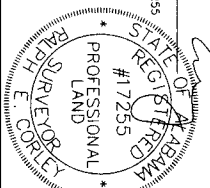
A STRIP OF LAND 75 FEET IN WIDTH FOR INGRESS AND EGRESS, COMMENCED AT THE NW CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA, AND RUN SOUTH 00°24'48" EAST ALONG SAID SOUTH LINE 162.74 FEET TO THE CENTER OF AN EXISTING ASPHALT DRIVE A DISTANCE OF 62.00 FEET TO THE ENDING POINT OF THIS CENTERLINE.

SURVEYOR'S STATEMENT:

I, RALPH E. CORLEY, PLS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HAVE SURVEYED THE LAND SHOWN HEREON, AND BELIEVE THE INFORMATION, AND BELIEF

07/22/09
DATE OF SURVEY

07/30/09
DATE OF LAST REVISION



REVISIONS

(R) 7/30/09 REC
CORRECTED POC FROM 'NE'
CORNER TO 'NW' CORNER

LEGEND

0.00'	1/2" REBAR SET
0.00'	IRON PIN FOUND
0.00'	RECEIVED POWER
0.00'	POWER POLE
0.00'	MEASURED DISTANCE
0.00'	POINT OF BEGINNING
0.00'	POINT OF COMMENCEMENT

SouthernLINC Wireless
Foley Site No. A-9930
200 East Section Avenue
Foley, Alabama 36535

RD CORLEY, PLS
P.O. BOX 3002
HUEYTOWN, ALABAMA 36533
PHONE: 205-368-3017
FAX: 83-301-3017
CELL: 205-801-4900
Email: rdcorley@plsa.com

SURVEY WORK PERFORMED BY:

JOB # 09032 R1 CAD DATE 07-25-09

Exhibit "B"

Premises

If Lessee desires to mount additional antennas in the future, this should be reflected. Lessor will add such space to this Lease.

1. Adequate space on the Tower Facilities for the installation of three (3) 12' whip antennas and one (1) Duplex LNA at the base mount height of One hundred fifty feet (150') with three (3) runs of 1 5/8" coax cable and one (1) run of 1/2" coax cable.
2. An 18' x 30' lease area for the installation of Lessee's foundation pad and equipment building (measuring approximately 12' x 26') (including generator), and separate adequate space upon the Land for Lessee's foundation pad and a one thousand (1000) gallon propane tank (measuring approximately 3' x 12').
3. Adequate and continuous ingress and egress to the Land (including the Premises and the Tower Facilities). The access easement is more particularly shown on Exhibit "B1" attached hereto and made a part hereof.

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

Exhibit “B1”
Access Easement
(See Attached)

SECTION AVENUE

TOWER SURVEY
OF A PART OF
SECTION 28, TOWNSHIP 7 SOUTH, RANGE 4 EAST
BALDWIN COUNTY, ALABAMA

TOWER LOCATION INFORMATION
FOR A SELF-SUPPORTING TOWER
ON A 25' TALL CONCRETE FOUNDATION
LATITUDE = 30°24'48.4" N 43.5'
LONGITUDE = 87°40'51.0" W 12.5'
GROUND ELEVATION AT BASE OF TOWER = 62.5' AT NAVD83
TOP OF TOWER HEIGHT ABOVE GROUND = 189.2'
HEIGHT OF HIGHEST APPURTENANCE ABOVE GROUND = 200.2'



LOT 1
HOPE
SUBDIVISION
FICHE 2167B

FLOOD STATEMENT:
ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS
(FIRM) COMMUNITY-PANEL NO 01003C 0820 L,
DATED JULY 17, 2007, THIS SITE LIES ENTIRELY IN
ZONE 'X' (UNSHADDED), DEFINED AS 'AREAS OUTSIDE
THE 0.2% ANNUAL CHANCE FLOODPLAIN'.

SURVEY NOTES:
1- FIELD WORK FOR THIS SURVEY WAS
COMPLETED ON 07/22/09.
2- BENCHMARKS SHOWN HEREON ARE BASED ON
ALABAMA STATE PLANE GRID, WEST ZONE,
NAD 83, AND WERE DETERMINED FROM
GPS OBSERVATIONS USING AN OPUS
STATION.
3- THIS IS NOT A BOUNDARY SURVEY OF THE
PARENT TRACT. PARENT TRACT
RECORDS ONLY IS SHOWN FROM DEED
NO. 17255.
4- THIS SURVEY HAS BEEN PERFORMED
WITHOUT THE BENEFIT OF A CURRENT
TITLE COMMITMENT HERE, AND EXIST-
ING SURVEY DATA, RECORDS, OR RIGHTS
THAT WOULD BE REVEALED BY A CURRENT
TITLE REPORT.

LOT 2

MAGNOLIA AVENUE

POPLAR STREET

REVISIONS



SouthernLINC Wireless
Foley Site No. A-9930
200 East Section Avenue
Foley, Alabama 36535

SURVEY WORK PERFORMED BY:

BD CORLEY, PLS
1701 BOX 5002
HUEYTOWN, ALABAMA 36533
PHONE: 205-365-3017
FAX: 833-361-3017
CELL: 205-361-3020
Email: bd@bdcorley.com

DATE	DESCRIPTION
07/22/09	DATE OF SURVEY
07/30/09	DATE OF LAST REVISION

PROFESSIONAL LAND SURVEYOR
ALABAMA REG. NO. 17255
RALPH E. CORLEY, PLS.

SURVEYOR'S STATEMENT:
I, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND
THE INFORMATION CONTAINED HEREIN WERE OBTAINED
FROM FIELD SURVEYING AND THE CURRENT REQUIREMENTS OF THE PRACTICE OF
LAND SURVEYING IN THE STATE OF ALABAMA TO THE
BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PARENT TRACT:
LOT 1, HOPE SUBDIVISION, AS RECORDED ON SLIDE 2167B IN THE
OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

ACCESS EASEMENT:
A STRIP OF LAND 25 FEET IN WIDTH FOR INGRESS AND EGRESS
SHOWN ON THE DEED FOR THE PARENT TRACT, BEING 7
ACRES, LIES EAST OF THE SECTION 28, BEING A
PART OF LOT 1, HOPE SUBDIVISION AS RECORDED ON SLIDE 2167B IN
THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA,
LYING 12.50 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE:
(R)
COMMENCE AT A 3/4" REBAR FOUND AT THE NW CORNER OF SAID LOT
1, SAID NW CORNER ALSO BEING ON THE SOUTH LINE OF SECTION
28, THENCE RUN 12.50 FEET NORTH 89°10'00" WEST, A CORNER, SAID SOUTH LINE
ACCORDING TO THE DEED FOR THE PARENT TRACT, BEING 7
ACRES, LIES EAST OF THE SECTION 28, BEING A
PART OF LOT 1, HOPE SUBDIVISION AS RECORDED ON SLIDE 2167B IN
THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA,
THENCE RUN SOUTH 00°24'53" EAST ALONG THE CENTER OF AN EXISTING
ASPHALT DRIVE A DISTANCE OF 162.74 FEET, THENCE RUN SOUTH
77°07'52" EAST A DISTANCE OF 62.00 FEET TO THE ENDING POINT OF
THIS CENTERLINE.

COMPOUND DETAIL:

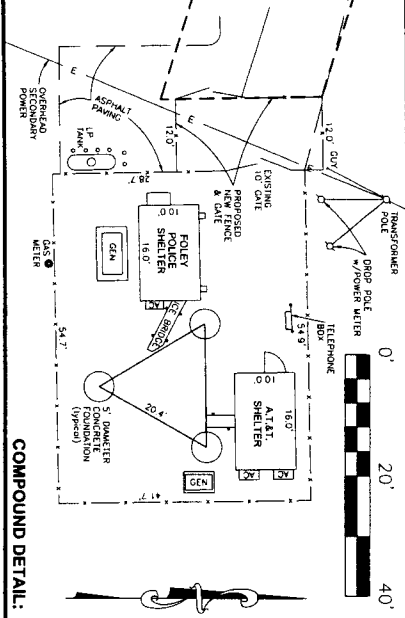


Exhibit "C"

Lessee's Facilities

The Facilities initially installed by Lessee shall include the following:

1. Three (3) omni whip antennas and one (1) Duplex LNA at the base mount height of 150' with three (3) runs of 1 5/8" coax cable and one (1) run of 1/2" coax cable.
2. One 12' x 26' equipment shelter (including generator).
3. Two (2) Motorola RLN-4394B GPS Antennas mounted on equipment building.
4. One (1) one thousand (1000) gallon propane tank.

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 "D"

Exceptions to Lessor's Title

NONE.

Exhibit "E"

Additional Terms and Conditions

NONE.

3818-09

This instrument was prepared by:

Michele Worthington
Southern Communications Services, Inc.
d/b/a SouthernLINC Wireless
685 Virginia Avenue, NE
Atlanta, Georgia 30306

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 8/28/2009 2:10 PM
TOTAL \$ 28.00
6 Pages

1195409

STATE OF ALABAMA)
COUNTY OF BALDWIN)



MEMORANDUM OF LEASE AGREEMENT (ANTENNA SPACE)

This Memorandum of Lease Agreement (Antenna Space) (hereinafter "Memorandum") evidences that a lease was made and entered into by written LEASE AGREEMENT (ANTENNA SPACE) ("Agreement") dated August 20, 2009, between the **CITY OF FOLEY, ALABAMA**, a municipality, "Lessor" and **SOUTHERN COMMUNICATIONS SERVICES, INC., d/b/a SouthernLINC Wireless**, a Delaware corporation, "Lessee" the terms and conditions of which are incorporated herein by reference.

1. Such Agreement provides in part that Lessor leases to Lessee a ground space area consisting of approximately Five Hundred Seventy Six (576) square feet (an 18' x 30' Leased Area, including a 12' x 26' area for an equipment shelter plus a 4' x 14' area for a stoop and a separate 3' x 12' area for an LP tank pad) and space on Lessor's communications tower (the "Tower Facilities") for Lessees antennas and related equipment (collectively, the "Premises"). The Premises are located on that certain tract of real property (the "Land") located at 200 East Section Avenue, City of Foley, County of Baldwin, State of **Alabama**, which Land is owned by Lessor and the Land is described in Exhibit A (attached hereto and incorporated herein by this reference), along with a grant of easement for unrestricted rights for vehicular and pedestrian access, and of access for electric, telephone facilities and other utilities and communications lines and cables, for the purpose of Lessee installing, operating and maintaining certain communications equipment (including an equipment shelter) for a term of five (5) years commencing on August 20, 2009, which term is subject to four (4) additional five (5) year extension terms by Lessee.
2. The sole purpose of this Memorandum is to give notice of the Agreement and all its terms, provisions, restrictions and reservations to the same extent as if the Agreement were fully set forth herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Agreement or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Memorandum and the terms of the Agreement, the terms of the Agreement shall govern and control for all purposes.
3. This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Memorandum. Any signature page of any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of the Memorandum.

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

Signed and delivered in the presence of:

“LESSOR:”

CITY OF FOLEY, ALABAMA

203 West Myrtle Ave.

Foley, AL 36535

By: _____

Name: John E. Konair

Title: Mayor

Date: _____

Sandra Pate
Witness
Blenda W. Shambo
Witness

8/20/2009

Signed and delivered in the presence of:

“LESSEE:”

SOUTHERN COMMUNICATIONS

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

Glenridge One Building

5555 Glenridge Connector, Suite 500

Atlanta, GA 30342

By: _____

Name: R. Craig Elder

Title: CFO, Vice President and Treasurer

Date: _____

James Ann Miller
Witness
Trisha Blake
Witness

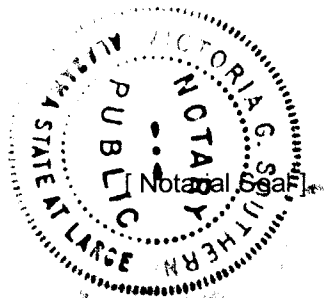
8/3/09

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria G. Southern, a notary public in and for said county in said state, hereby certify that John E. Konair, whose name as Mayor of City of Foley, Alabama, an Alabama municipality (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 20th day of August, 2009.



Victoria G. Southern
Notary Public

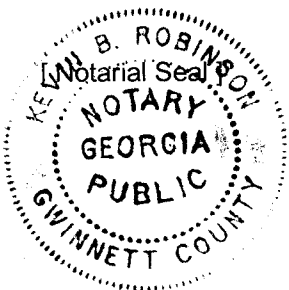
My Commission Expires: 6-1-2013

STATE OF GEORGIA

COUNTY OF Fulton

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 3rd day of August, 2009.



Kevin B. Robinson
Notary Public

My Commission Expires:

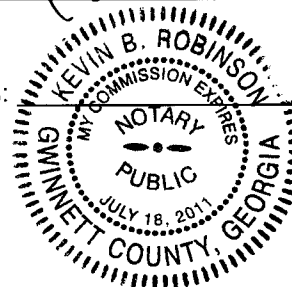


Exhibit A
Land

(See Attached Survey
And Final Plat of Hope Subdivision
Recorded as Slide 2167B)

PARENT TRACT:

LOT 1, HOPE SUBDIVISION, AS RECORDED ON SLIDE 2167B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

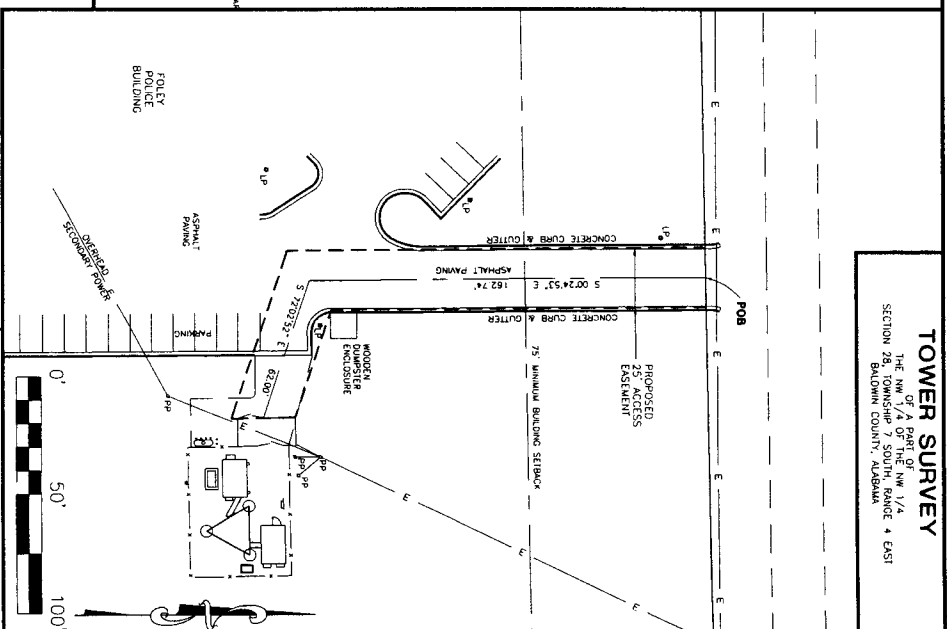
ACCESS EASEMENT LEGAL DESCRIPTION:

A STRIP OF LAND 25 FEET IN WIDTH FOR INGRESS AND EGRESS SITUATED IN THE NW ¼ OF THE NW ¼ OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 4 EAST (ST. STEPHENS MERIDIAN), AND ALSO BEING A PART OF LOT 1, HOPE SUBDIVISION AS RECORDED ON SLIDE 2167B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, LYING 12.50 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A ½” REBAR FOUND AT THE NW CORNER OF SAID LOT 1, SAID NW CORNER ALSO BEING ON THE SOUTH LINE OF SECTION AVENUE; THENCE RUN NORTH 89°10’08” EAST ALONG SAID SOUTH LINE A DISTANCE OF 473.21 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°24’53” EAST ALONG THE CENTER OF AN EXISTING ASPHALT DRIVE A DISTANCE OF 162.74 FEET; THENCE RUN SOUTH 72°02’52” EAST A DISTANCE OF 62.00 FEET TO THE ENDING POINT OF THIS CENTERLINE.

TOWER SURVEY
OF A PART OF
THE NW 1/4 OF THE NW 1/4
SECTION 28, TOWNSHIP 7 SOUTH, RANGE 4 EAST

OF A PART OF
THE NW 1/4 OF THE NW 1/4
SECTION 28, TOWNSHIP 7 SOUTH, RANGE 4 EAST
BALDWIN COUNTY, ALABAMA



SURVEY NOTES:

ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS (FIRM) COMMUNITY-PANEL NO 01003C 0820 L, DATED JULY 17, 2007, THIS SITE LIES ENTIRELY IN ZONE 'X' (UNSHADED), DEFINED AS "AREAS OUTSIDE THE 0.2% ANNUAL CHANCE RAINFALL."

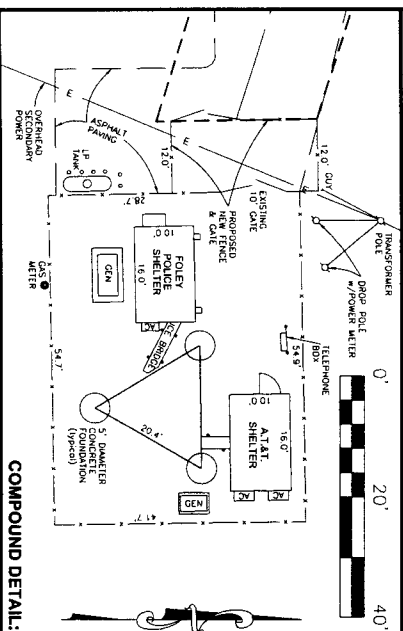
1-FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JULY 22, 2009.

2-BEARINGS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, WEST ZONE, NAD 83, AND WERE DETERMINED FROM GPS OBSERVATIONS USING AN OPUS SOLUTION.

3-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT TRACT. PARENT TRACT RECORDS ONLY, AS SHOWN FROM DEED RECORDS ONLY, ARE SHOWN FOR REFERENCE.

4-THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY EXIST EASEMENTS OR OTHER ENCUMBRANCES THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.

MAGNOLIA AVENUE



PARENT TRACT:

LOT 1, HOPE SUBDIVISION, AS RECORDED ON SLIDE 21678 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

ACCESS EASEMENT:

A STRIP 0.0 AND 25 FEET IN WIDTH FOR INDETERMINATE AND EGRESS, SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 10 EAST, 3RD MERIDIAN, BAYLON COUNTY, ALABAMA, PART OF LOT 1, HOPE SUBDIVISION, AS RECORDED ON SLIDE 21519, THE OFFICE OF THE JUDGE OF PROBATE, BAYLON COUNTY, ALABAMA, CANNOT BE LOCATED. THE FOLLOWING DISTANCES WERE OBTAINED FROM THE RECORDS OF THE JUDGE OF PROBATE, BAYLON COUNTY, ALABAMA:

1. A DISTANCE OF 132.50 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CORNER:

(21)

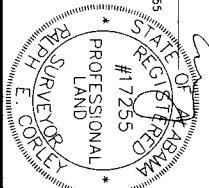
COMMENCE AT A 1/4" REBAR TIED AT THE NW CORNER OF SAID LOT 1, AND PROCEED AS FOLLOWS: 1. A DISTANCE OF 132.50 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, THENCE 2. A DISTANCE OF 474.21 FEET ALONG THE CENTER OF AN EXISTING RUN ROAD 60'X24.5' EAST TO THE CENTER OF AN EXISTING RUN ROAD 60'X24.5' EAST, 3. A DISTANCE OF 62.00 FEET ALONG SAID EXISTING RUN ROAD 60'X24.5' EAST TO THE ENDING POINT OF THIS CENTERLINE, 4. A DISTANCE OF 62.00 FEET TO THE ENDING POINT OF THIS CENTERLINE.

SURVEYOR'S

STATEMENT:

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

RALPH E. CORLEY, PLS
ALABAMA REG. NO. 1725

01/26/08
DATE OF SURVEY06/30/09
DATE OF LAST REVISION[illegible]

2167B

PROPERTY DESCRIPTION:
 COMMERCIAL AT THE CORNER OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SECTION 36 AND THE EAST RIGHT-OF-WAY LINE OF POPULAR STREET, ALSO BEING THE NORTHERN CORNER OF SAID PROPERTY NOW OR HERETOFORE OWNED BY PEAKS DEVELOPMENT CORPORATION, AS RECORDED IN MAP, PROPERTY BOOK 442, PAGES 468-469 IN THE OFFICE OF THE CLERK OF PROBATE, BALTIMORE COUNTY, ALABAMA. THENCE N 4° 10' 05" E 101.10 FT. ALONG SAID EAST RIGHT-OF-WAY LINE OF POPULAR STREET A DISTANCE OF 621.90 FEET TO THE CORNER OF RECORDS, THENCE CONTINUALLY BY S 17° 11' 00" E 101.10 FT. TO THE CORNER OF INTERSECTION OF POPULAR STREET, A DISTANCE OF 101.10 FEET TO EAST RIGHT-OF-WAY LINE OF POPULAR STREET. A

724.08 FEET TO A POINT; INDUCE
TO A POINT ON SAND MOUTH BRIDGE

N-NEAR-OF-4, ALONG S&D NORTH BROT-OF-WAY LINE OF MONROIA AVE. A DISTANCE OF 24.82 FEET TO A POINT; THENCE RUN N-01°25'34"-E, LEANED S&D NORTH BROT-OF-WAY LINE OF MONROIA AVE. A DISTANCE OF 110.57 FEET TO POINT N-01°25'34"-E, S&D LINE OF SUTHERLAND AVE.; THENCE RUN

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAINAGE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

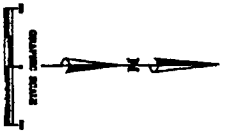
GENERAL SURVEYORS NOTES:
 COPIES OF MICROFILM SENT TO EACH STATE THAT SUBMIT REQUEST

2. ALL MEASUREMENTS ARE BASED ON BEING S-0105'03"-W AS PER THE

7. ALL LOTS HAVE A 25 FOOT BIE AND 25'6" BALANCE SETBACK.
8. ALL LOTS HAVE A 75 FOOT FRONT MINIMUM BALANCE SETBACK LINE.

3. I HAVE CONSULTED THE FBI

7. ALL LOTS HAVE A 36 FOOT SIDE AND NORTH BOUNDARY BUILDING SETBACK.

**PROPERTY DESCRIPTION**[illegible]

GENERAL SURVEYORS' NOTICE

[illegible]

[illegible]