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LEASE AGREEMENT

This lease agreement, made the 21ST day of March, 1986 by and between Allen Wilson and his wife, Betty Faye Wilson, and L. P. Wilson, an unmarried man, their heirs, successors and assigns, having an address at Route 2, Box 1648, Alabaster, Alabama 35007 (hereinafter referred to together as "Landlord"), and Birmingham Cellular Telephone Company, its heirs, successors and assigns, having an address at Suite 130, 102 Oxmoor Road, Birmingham, Alabama 35209 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain premises commonly known as NE 1/4 of SW 1/4, Section 17, Township 20, Range 2W, Shelby County, State of Alabama (hereinafter referred to as the "Premises"); and

WHEREAS, Tenant is involved in cellular mobile communications, regulated by the Federal Communications Commission ("FCC"), and Tenant desires to lease from Landlord a portion of the Premises as more particularly described on Exhibit A (hereinafter referred to as the "Demised Premises"), with a right-of-way easement for access thereto, for the purpose of installing and constructing transmission and receiving and related facilities as more particularly described on Exhibit B (hereinafter referred to as "Tenant's Facility");

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, and in consideration of Five Hundred and no/100ths Dollars (\$500.00) for the first month's rent, receipt of which is hereby acknowledged by Landlord, the parties to this lease hereby agree as follows:

1. Premises and Title.

(a) Landlord hereby leases the Demised Premises to Tenant, which shall include an unrestricted right-of-way easement for Tenant or its authorized representative, for ingress and egress in, on, over, under or through the Premises, seven (7) days a week, twenty-four (24) hours a day on foot or by motor vehicles, including by trucks, for the installation and maintenance of utility wires, poles, cables, conduits, and pipes and for the installation, operation, maintenance, repair or replacement of Tenant's Facility. The right-of-way easement shall be over, under and along a thirty foot (30) wide right-of-way extending from the nearest public right-of-way, Houston Drive, to the Demised Premises. If any public utility is unable to use the aforementioned right-of-way easement, the Landlord agrees to grant an additional right-of-way either to Tenant or to the public utility at no cost to Tenant. Landlord grants Tenant the right to survey said Premises, and

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Thomas A. Ansley Attorney at Law

said survey shall then become Exhibit C, which shall be attached to this lease and made a part of this lease and shall control in the event of discrepancies between Exhibit C and Exhibit A. Tenant shall pay the costs of the survey.

(b) Landlord covenants and warrants that (i) as of the date of this lease, and during the term of this lease, Landlord holds and will hold good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances; (ii) the Premises are located in a zone which permits the construction and development of Tenant's Facility; (iii) Landlord has full authority and power to enter into this lease; and (iv) so long as this lease is in effect and Tenant is not in default, Tenant shall, at all times during the continuance hereof, have quiet, continuous, peaceable and undisturbed possession and enjoyment of the Demised Premises, free from the claims of Landlord and all persons claiming under, by or through Landlord and free from the claims of all persons through or under whom Landlord claims, subject to the terms and conditions of this lease.

(c) Landlord agrees not to lease or use any other areas of the Premises within five hundred feet (500) of the Demised Premises for placement of communications facilities or any other facilities or buildings if, in Tenant's sole judgment, such other placement or actual operations would interfere with use of Tenant's Facilities.

2. Terms and Renewals.

(a) The term of this lease shall commence on May 1, 1986 (hereinafter referred to as the "Commencement Date"), and shall end at midnight on the last day of the month in which the tenth (10th) annual anniversary of the Commencement Date shall have occurred. Tenant shall be responsible for all expenses attributable to any permit and license applications, and Landlord shall have no obligations with respect thereto. Landlord agrees, however, if necessary, to execute such consents, and to cooperate with Tenant at Tenant's expense in obtaining all licenses and permits, as may be necessary or required for the operation and construction of Tenant's Facility.

(b) Tenant is granted the right and option to renew this lease for two (2) successive terms of five (5) years each, for a total of ten (10) years, provided this lease is in full force and effect at the time of each renewal and Tenant shall not be in default. Each renewal term shall be on the same terms and conditions as set forth in this lease except that the Basic Rent shall be increased or decreased for each renewal term as agreed upon by the parties; provided, however, that the new base rent for any renewal term shall not be increased by more than twenty percent (20%) over the previous base rent. This lease shall automatically be renewed for each successive renewal term unless Tenant shall notify Landlord, in writing, not less than

six (6) months prior to the end of the then term or renewal term of Tenant's intention to terminate the lease and vacate the Demised Premises.

3. Construction and Use.

(a) Promptly after the Commencement Date, Tenant shall have the right to construct the Tenant's Facility at its sole cost and expense, in good workmanlike manner, in accordance with applicable governmental regulations, and free of any liens or claims for work, labor and services. Landlord shall not have any obligation to construct or maintain, repair or replace Tenant's Facility or any part thereof, except as provided in this lease. Tenant shall use Tenant's Facility only in connection with a cellular radio and mobile telephone communication station and other communications related activities. In the event any portion of Tenant's Facility is located on a structure, building or improvement belonging to Landlord (hereinafter sometimes referred to as "Landlord's Facility"), Landlord shall have the obligation to comply with all laws applicable to such structure, building, or improvement and to maintain and make all repairs to Landlord's Facility, unless the need therefor arises solely out of Tenant's negligence or misuse of the Demised Premises. Landlord shall not be liable for any damage to Tenant's Facility unless said damage is due to or arises out of any negligence or omission on the part of Landlord and/or Landlord's obligations to repair and maintain Landlord's Facility.

(b) Landlord has agreed to perform, at its sole cost and expense, not later than fifteen (15) days prior to the Commencement Date, the work, if any, shown on Exhibit D attached to this lease and made a part of this lease in order to render the Premises or the Demised Premises suitable for Tenant's occupancy. Notwithstanding anything to the contrary herein, the Commencement Date shall not be less than fifteen days after completion of Landlord's work, as provided on Exhibit D.

4. Rental.

(a) Tenant covenants and agrees to pay to Landlord during the term hereof an annual rental of Six Thousand and no/100ths Dollars (\$6,000.00), (herein referred to as the "Basic Rent"), payable wherever Landlord shall direct, in equal monthly installments of Five Hundred and no/100ths Dollars (\$500.00) on the tenth (10th) day of every calendar month for which such installment is being made. Tenant's obligation to pay rent shall commence as of the Commencement Date.

(b) If, as a result of causes beyond the control of Tenant, the Demised Premises became unusable from a practical standpoint, for the purposes intended under this lease, the Tenant may, by written notice to the

Landlord, at any time prior to the date this lease would otherwise terminate, further extend this lease, without the requirement of the payment of rent, for the period of time which the Demised Premises were unusable from a practical standpoint for the purposes intended under this lease.

5. Insurance and Taxes.

(a) During the term or any renewals of this lease, Tenant shall be responsible for all personal property taxes and insurance as to Tenant's Facility and shall carry, at no cost to Landlord, adequate comprehensive public liability insurance with limits of not less than \$1,000,000.00 for bodily injury and death, and not less than \$500,000.00 for property damage. Tenant will indemnify Landlord, against claims for injuries and death sustained by persons or damage to property, arising out of Tenant's use and occupancy of the Demised Premises, unless caused by negligence of Landlord, its agents or employees. Tenant will pay any increase in ad valorem taxes directly attributable to Tenant's Facility.

(b) Landlord will indemnify Tenant against claims for injuries and death sustained by persons or damage to property arising out of Landlord's use and occupancy of the Premises.

(c) During the term or any renewals hereof, the Landlord, at Landlord's sole cost and expense, shall be responsible for (1) all real estate taxes and assessments, both general and special, (2) all personal property taxes relating to Landlord's property, and (3) any and all other taxes, charges, assessments or levies, except personal property taxes on Tenant's Facility, and increases in ad valorem taxes directly attributable to Tenant's Facility.

6. Assignments. The Tenant shall not assign this lease without the prior written consent of the Landlord, which consent Landlord agrees shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to assign or transfer this lease to its parent corporation, if any, or any of its subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase or public offering. Such assignment or transfer of the lease shall not constitute an unauthorized assignment or transfer of this lease and shall not require the consent of the Landlord. Upon such assignment, the assignor shall be released of all liability for performance of its obligations under this lease and the assignee shall be bound by and be liable for said performance.

7. Default. If Tenant shall fail to pay the rent for a period of fifteen (15) days after receipt of written notice to Tenant of such default, or if

Tenant shall fail to perform any other agreements or conditions contained herein, and such failure shall not be corrected within thirty (30) days after Tenant shall have received written notice from Landlord of such failure (or such longer period as may be required to correct such a failure, if within said thirty (30) days Tenant shall commence to correct the same and thereafter diligently pursue the correction thereof), Tenant shall be in default hereunder. Upon the occurrence of any such event of default, Landlord shall have all rights permitted by law including but not limited to the right at its election to terminate this lease forthwith without further notice, and thereafter, the Landlord may re-enter the Demised Premises and take possession thereof in any manner then permitted by law.

8. Right of Self-Help. If either party shall be in default, the non-defaulting party shall have the right to cure any such default and the defaulting party shall be obligated under this lease to pay on demand the reasonable cost of curing such default including reasonable counsel fees, together with interest thereon at the rate of fifteen percent (15%) per annum, or such lesser rate as shall be the highest legal rate permissible.

9. Eminent Domain. In the event the Premises or any part of the Premises shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the compensation award shall be allocated between Landlord and Tenant as their respective interests may appear and as permitted by law.

10. Holding Over. In the event Tenant continues to occupy the Demised Premises after the last day of the term, or after the last day of any renewal term, a tenancy from month to month only shall be created.

11. Utilities. Tenant shall have the responsibility to provide all utilities to the Demised Premises necessary to allow Tenant to fully operate its business under this lease. Tenant shall pay all utility charges used in connection with the Tenant's business from the Commencement Date of this lease.

12. Surrender at End of Term. At the expiration or termination of this lease, whether by lapse of time or otherwise, Tenant will peaceably and quietly surrender to Landlord all of the Demised Premises, in good condition, reasonable wear and tear, acts of God, and other causes beyond the control of Tenant excepted, subject to the terms of this lease.

13. Title to Improvements. Title to Tenant's Facility, as well as all buildings, fixtures and chattels used in connection with Tenant's Facility, shall be and shall remain the property of the Tenant and said exclusive

ownership by Tenant is acknowledged by Landlord. At the expiration or other termination of the lease, Tenant shall have the absolute right to remove said property.

14. Termination. Except as provided under paragraph 17(e), after the fifth anniversary of the Commencement Date, Tenant shall have the right to terminate this lease at any time without any penalty or further liability whatsoever except as provided below (1) if the location of Tenant's Facility becomes unacceptable for receiving and/or transmitting radio waves and/or if Tenant's Facility becomes unacceptable in accordance with the standards, requirements and conditions then demanded by the FCC or other state, federal or local regulatory authority, (2) if it becomes impracticable or impossible to use the Demised Premises for the use intended under this lease, or such use is declared unlawful, or (3) Tenant is unable to complete construction of Tenant's Facility for any cause beyond Tenant's control. If Tenant terminates this lease as provided in this paragraph, Tenant shall pay a cancellation fee as follows:

<u>Termination at Start of Lease Year</u>	<u>Cancellation Fee</u>
6	\$5,000
7	\$4,000
8	\$3,000
9	\$2,000
10	\$1,000

The cancellation fee shall be prorated month by month if termination occurs within a lease year. If termination occurs at least ten years after the Commencement Date, there shall be no cancellation fee. The first lease year begins on the Commencement Date. Subsequent lease years begin on the anniversary of the Commencement Date.

15. Survival of Rights in Subordination. At Landlord's option, this lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Demised Premises or right-of-way; provided, however, every such mortgagee shall recognize the validity of this lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Demised Premises as long as Tenant is not in default of this lease. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Demised Premises is encumbered by a mortgage, the Landlord immediately after this option is exercised, will obtain and furnish to Tenant, a non-disturbance instrument for each such mortgage in recordable form.

16. Notices. All notices required under this lease to be served upon either party shall be sent registered or certified mail, return receipt requested, and shall be deemed served when deposited in the United States mail, properly stamped and addressed to the party for whom it is intended at the address set forth below, or to such other address as the Landlord or Tenant shall hereafter give notice to the other in writing.

Landlord: Mr. and Mrs. Allen Wilson
L. P. Wilson
Route 2, Box 1648
Alabaster, Alabama 35007

Tenant: Birmingham Cellular Telephone Company
Suite 130, 102 Oxmoor Road
Birmingham, Alabama 35209

17. Miscellaneous Provisions.

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(a) It is mutually stipulated and agreed by and between the parties that this instrument contains the entire agreement between them as of this date, and that the execution of this lease has not been induced by either party by any representations, promises or undertakings not expressed in this lease, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever by the respective parties in any way affecting the subject matter of this lease which are not expressly contained in this instrument and no change, alteration or modification of this lease may be made except in writing signed by both parties to this lease.

(b) The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives.

(c) This lease shall be construed under the laws of the State of Alabama.

(d) Tenant may sublease all or a portion of the Demised Premises, from time to time with Landlord's consent, provided that any such sublease shall be subject to all of the terms and provisions of this lease such as, but not limited to, the right of way easement to the Demised Premises, and provided further that Landlord's consent under this paragraph will not be withheld unreasonably.

(e) This lease and Tenant's obligations hereunder are subject to and

contingent upon the following conditions:

(i) Tenant obtaining a zoning variance and/or rezoning classifying the Premises in such a manner as to allow Tenant to develop the Premises as intended. Forthwith upon the execution of this lease by the parties, Tenant shall commence appropriate proceedings to obtain such variance and/or rezoning, if necessary. Landlord agrees to cooperate in every manner with Tenant and assist Tenant in obtaining the appropriate zoning as aforesaid.

(ii) Landlord hereby grants to Tenant the right to enter the Premises for the purpose of conducting engineering tests, soil test borings, and surveys to determine whether the Premises, in the Tenant's sole opinion, is satisfactory for the Tenant's intended use.

(iii) The Premises being approved and acceptable to Tenant for purposes of receiving and/or transmitting radio waves in accordance with engineering and other requirements, and standards and conditions demanded by the FCC or other state, federal or local regulatory authority.

(iv) Tenant obtaining the necessary licenses and permits enabling Tenant to construct Tenant's Facility and operate Tenant's intended business.

(v) Tenant obtaining construction and permanent financing.

(vi) Tenant not being prevented or unreasonably hindered from commencing construction of Tenant's Facility or in completing construction by reason of any cause beyond Tenant's control.

(vii) The completion of Landlord's work by May 1, 1986.

In the event that any one of these conditions cannot be or has not been satisfied, or that the requirements for said conditions are available only upon terms that are unreasonable to Tenant, Tenant may declare this lease null and void and of no further force and effect by sending written notice to Landlord, in which event any and all obligations hereunder shall cease, ~~and Landlord shall immediately refund to Tenant any and all rent paid by Tenant under this lease~~, but Tenant, in such event, shall reimburse Landlord

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12/1

APW

the actual cost expended by Landlord, but not more than ~~Ten~~ ^{Twelve} Thousand Dollars (\$12,000.00) in effecting the Landlord's work as set forth on Exhibit D.

(f) Landlord understands that monetary damages are not sufficient in the event of breach of Landlord's obligation to lease the Demised Premises to Tenant and, therefore, failure to perform by Landlord under this lease shall entitle Tenant to specific performance to enforce the validity of this lease on behalf of Tenant. Landlord waives any defenses and/or any other claims, whether in law or in equity, which Landlord might assert to prevent an action for specific performance.

(g) Captions of the articles, sections, and paragraphs of this lease are for convenience and reference only, and they shall not be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of the lease.

(h) Either party may record this lease for public record.

18. Partial Invalidity. If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this lease or to exercise any right or remedy after a breach of this lease shall constitute a waiver of any such breach of a covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this lease, but each and every covenant, condition, agreement, and term of this lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

20. Conditions and Covenants. All of the provisions of this lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

21. Right of First Refusal—Tenant's option to meet any bona fide offer—offers of parties related to landlord excepted. If Landlord shall receive from any third party, other than a member of Landlord's immediate family or a third party controlled by Landlord's principal shareholder or members of his immediate family as majority shareholder or general partner, an acceptable bona fide offer to purchase the Demised Premises, the entire

Premises, or part of the Premises, and Landlord wants to accept the offer, Landlord shall submit a written copy of such offer to Tenant giving Tenant thirty (30) days within which to elect to meet such offer. If Tenant elects to meet such offer, it shall give Landlord written notice of the election and settlement shall be held within ninety (90) days thereafter, whereupon Landlord shall convey to Tenant a good and marketable title to the premises free and clear of all liens, encumbrances and restrictions.

22. Landlord Sale of Premises. Should the Landlord, at any time during the term of this Agreement, sell all or any part of either the Demised Premises or the Premises to a purchaser other than Tenant, such sale shall be under and subject to this lease and Tenant's rights to the Demised Premises hereunder, and any sale by the Landlord of the portion of the Premises underlying the right-of-way herein granted shall be under and subject to the right of the Tenant in and to such right-of-way.

IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals the day and year first above written.

Signed in the presence of: Landlord:

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Shirley Garner
Anthony F. John

By:

Allen Wilson
Allen Wilson

Shirley Garner
Anthony F. John

By:

Betty Faye Wilson
Betty Faye Wilson

Shirley Garner
Peggy J. Letson

By:

L. P. Wilson
L. P. Wilson

Tenant:

BIRMINGHAM CELLULAR TELEPHONE COMPANY

Roana A. Smith
Brenda Hard

By:

W. C. Hard
Its General Manager

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allen Wilson and his wife, Betty Faye Wilson, whose names are signed to the foregoing instrument as Landlords and who are known to me, acknowledged before me on this day, that they, being informed of the contents of the instrument, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of March, 1986.

Elizabeth Botchen
Notary Public
My Commission Expires:

April 26, 1987

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STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that L. P. Wilson, whose name is signed to the foregoing instrument as Landlord and who is known to me, acknowledged before me on this day, that he, being informed of the contents of the instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of March, 1986.

William H. Hurd
Notary Public
My Commission Expires:

2-29-1988

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Chris Blane, whose name as General Manager of Birmingham Cellular Telephone Company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 25 day of March, 1986.

Jeanette A. Cunniff

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 4, 1989

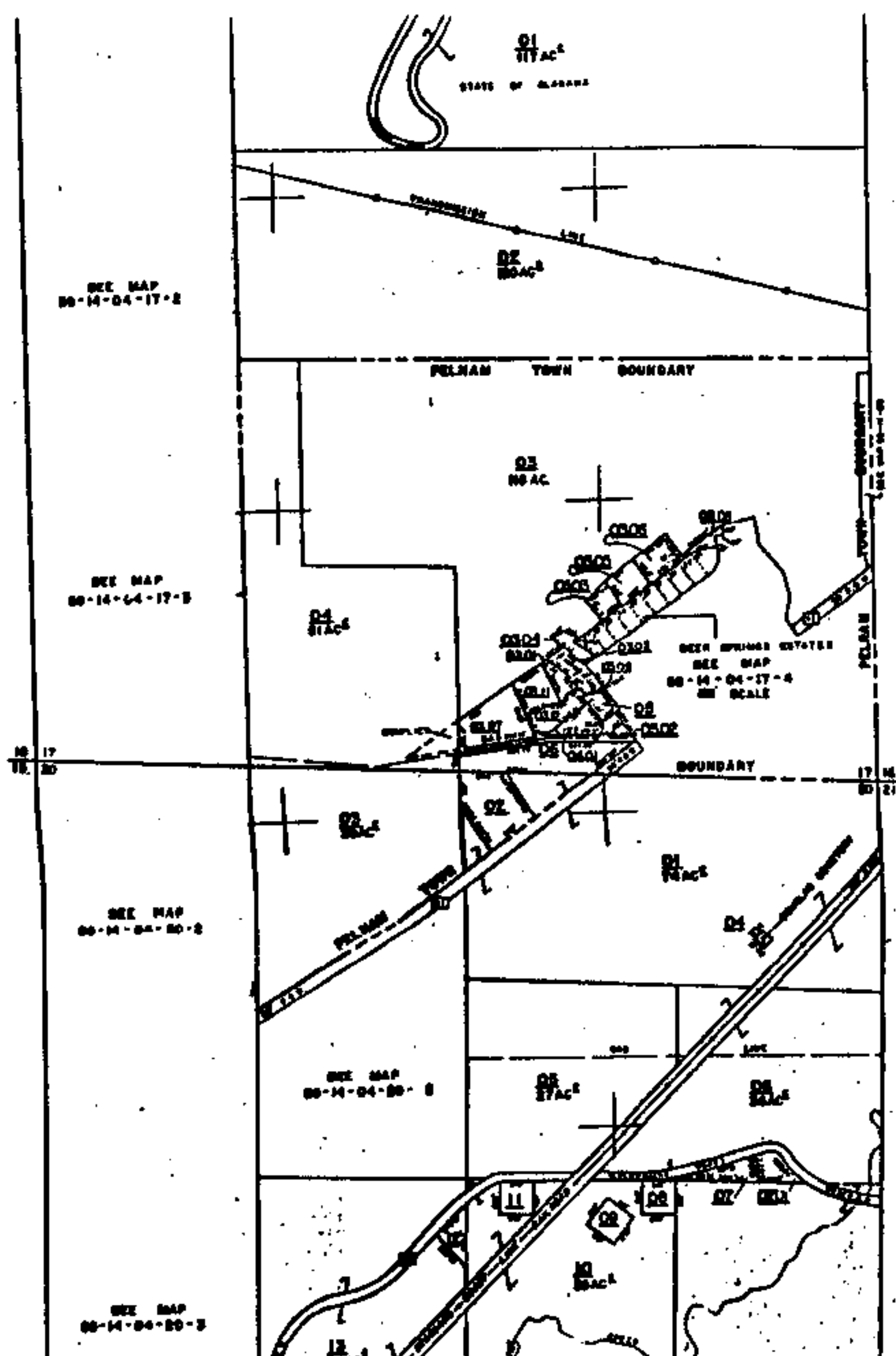
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This instrument was prepared by:
Douglas I. Friedman, Esq.
555 Bank for Savings Building
Birmingham, Alabama 35203

Please return this instrument to:
THOMAS A. ANSLEY
HASKELL SLAUGHTER YOUNG & LEWIS
800 - First National Southern Natural Building
BIRMINGHAM, ALABAMA 35203

DEMISED PREMISES

The Demised Premises and right-of-way easement for access as described in this lease shall be substantially as described below and as shown enclosed within the red lines on the following map:



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EXHIBIT B

TENANT'S FACILITY

1. Erection of a tower and antenna or installation of antenna(s) on existing tower; and
2. Placement of one or more equipment storage facilities each approximately twelve (12) feet by thirty-two (32) feet for Tenant's use; and
3. Construction of base station together with all necessary coaxial cables, electrical supply lines, telephone and electronic wire connections, transmitters and receivers necessary for the proper operation thereof; and
4. Construction and/or erection of poles, towers and other receiving stations and distribution facilities; and
5. Construction of a security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Demised Premises (not including the access right-of-way easement); and
6. Tenant shall have the right, at any time and from time to time during the term of this lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the Demised Premises and change and correct the contour of the Demised Premises.

EXHIBIT C

DESCRIPTION OF DEMISED PREMISES AS PER THAT CERTAIN BOUNDARY SURVEY COMPLETED BY DANIEL K. CAPPS, RPLS#13411, SAIN SOUTH ENGINEERING.

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 17, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence proceed easterly along the North line of said Northeast Quarter of the Southwest Quarter 376 feet to the POINT OF BEGINNING; thence proceed southerly and parallel to the West line of said Northeast Quarter of the Southwest Quarter, 467.00 feet to a point; thence proceed easterly and parallel to the North line of said Northeast Quarter of the Southwest Quarter 467.00 feet to a point; thence proceed northerly and parallel to the West line of said Northeast Quarter of the Southwest Quarter 467.00 feet to a point on the North line of said Northeast Quarter of the Southwest Quarter; thence proceed westerly along said North line of the Northeast Quarter of the Southwest Quarter 467.00 feet to the POINT OF BEGINNING.

Containing 5.0 acres, more or less.

EXHIBIT D

LANDLORD'S WORK

1. Landlord will build an all-weather road finished in crushed limestone or chert to a minimum width of 20 feet on the 30 foot right-of-way easement granted under this lease.
2. Landlord will maintain the road until maintenance is accepted by the City of Alabaster.
3. The exact location of the road and right-of-way easement shall be selected by Landlord from Houston Drive to Demised Premises, provided that said location shall be suitable for the purposes required by Tenant under this lease.
4. By way of example, and not of limitation, the road must be suitable for daily use by trucks of the size and weight customarily used by utility companies for the installation and maintenance of utility wires, poles, cables, conduits and pipes, and of the size and weight customarily used by cellular phone companies for the installation, operation, maintenance, repair, or replacement of Tenant's Facility. The road, for example, must easily accomodate an "18 wheel semi" tractor trailer that will be used to install Tenant's Facility.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 JUN 12 PM 3:33

Thomas G. Sherrill, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 40.00
Index Fee	1.00
TOTAL	\$ 41.00