

SBA TOWERS II LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
GMorales@sbasite.com
561-226-9513 (direct line)
561-226-5965 (facsimile)

July 27, 2007

VIA OVERNIGHT MAIL

Truett and Merry George
P.O. Box 174
Ft. White, FL 32038

RE: Option and Ground Lease Agreement, dated May 22, 2003, by and between **Truett George Jr. and Merry S. George** ("Landlord") and **TowerCom East Coast, LLC** ("Tenant") (the "Ground Lease") with respect to that certain real property located in Columbia, Florida ("Property").

SBA Site ID: FL10337-A / Truett-Ft. White

Dear Mr. and Mrs. George:

SBA Towers II LLC ("SBA") may take an assignment of the Ground Lease and purchase certain of Tenant's assets located on the Property including the communications tower. As part of SBA's due diligence review in determining whether to consummate this transaction, we would ask that you confirm the following:

1. Attached as **Exhibit "A"** is a true and complete copy of the Ground Lease and all amendments or modifications thereto. The Ground Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof. Tenant is the current tenant under the terms of the Ground Lease.
2. The Ground Lease commenced on January 15, 2004, and the expiration date of the initial term of the Ground Lease is January 14, 2009. Tenant has the option to extend the term of the Ground Lease for five (5) additional terms of five (5) years each.
3. Tenant pays Landlord monthly base rent under the Ground Lease of [REDACTED] which shall escalate according to the attached Ground Lease. Tenant pays no additional monthly rent. All rent, additional rent and other charges due and payable under the Ground Lease have been paid through August 31, 2007.

4. Tenant shall remit all rental payments to Landlord at the address stated above unless otherwise indicated below:

Phone: _____

5. Neither you nor Tenant is in default under the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute such a default and you have no claim or defense of any nature whatsoever against Tenant with respect to the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim or defense.
6. You consent to the proposed transaction with the understanding that this consent will be effective only if the transaction closes.
7. Tenant may freely sublease space on the ground and/or on the tower without obtaining your consent.
8. SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in the Ground Lease and all assets and personal property of SBA located on the leased space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of SBA under the Ground Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Ground Lease, Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and SBA, by signing below, confirms its agreement with this provision. If there shall be a monetary default by SBA under the Ground Lease, Landlord shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to SBA under the Ground Lease to cure such default, prior to terminating the Ground Lease. If there shall be a non-monetary default by SBA under the Ground Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to SBA under the Ground Lease to cure such default, prior to terminating the Ground Lease. The Ground Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or


cancelled, without the prior written consent of Lenders. If the Ground Lease is terminated as result of an SBA default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as the Ground Lease within 15 days of Lenders' request made within 30 days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Ground Lease. The foregoing is not applicable to normal expirations of the term of the Ground Lease. In the event Landlord gives Tenant any notice of default under the terms of the Ground Lease, Landlord shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant. SBA shall have the right to record a memorandum of the terms of this paragraph.

9. In the event the actual current tower and related improvements lay outside the legal descriptions for the leased area and access, utility and guy wire easements, SBA shall have the right to survey the improvements and record an Amended Memorandum of Lease reflecting the actual current location of the leased area and access, utility and guy wire easements.
10. If requested by SBA, you will execute a Memorandum of Lease to be recorded in the public records containing the metes and bounds description.

We would appreciate you reviewing and signing this letter at your earliest possible convenience as we would like to conclude this transaction a quickly as possible. If you could fax a copy of this signed letter to my attention at 561-226-5965 and return the original in the enclosed pre-paid return federal express envelope it would be greatly appreciated. Please do not hesitate to contact me at (561) 226-9513, if you have any concerns or questions.

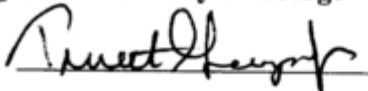
Sincerely,

SBA TOWERS II LLC


Ghani Morales
Acquisitions Coordinator

ACKNOWLEDGED AND CONFIRMED:

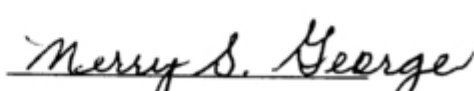
Truett George Jr. and Merry S. George

By: 

Name: Truett George, Jr.

SS#: 406-42-3580

Date: 8-21-07

By: 

Name: Merry S. George

SS#: 408-68-2153

Date: 8/21/07