

4. On December 27, 2002, Pinnacle filed Debtors' Motion for entry of an Order Approving Settlement Pursuant to Bankruptcy Code § 365 and Federal Rule of the Bankruptcy Procedure 9019 ("Pinnacle Motion"). A certified copy of the Pinnacle Motion is attached hereto as Exhibit A.

5. On January 30, 2003, the Bankruptcy Court entered an Order Pursuant to § 365 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 Approving Settlement of Adversary Proceeding and Assumption and Assignment of Executory Contracts ("Pinnacle Order"). A certified copy of the Pinnacle Order is attached hereto as Exhibit B.

6. Pursuant to the Pinnacle Order, Pinnacle conveyed to Corban Communications, Inc. and Corban Towers, Inc., a number of towers, real property on which towers were located and leases on which towers were located ("the Corban Property"). Copies of executed transfer documents from Pinnacle to CTI are attached hereto as Exhibit C.

7. On March 11, 2004, Corban Communications, Inc. ("Corban") filed a Voluntary Petition under Chapter 11 in the United States Bankruptcy Court in the Northern District of Texas, Dallas Division, No. 04-32972. On the same date, two subsidiaries of Corban, being Corban Towers, Inc. (No. 04-33001) and in Colorado 4-19 Networks, Inc. (No. 04-32974) also filed voluntary petitions under Chapter 11.

8. In the Corban cases, the Bankruptcy Court authorized a sale of assets pursuant to a Court approved sale process. On July 26, 2004, the Court entered an Amended Order Authorizing Debtors to Sell to Corban Acquisition Corporation ("CAC") and 360 Networks (USA), Inc. Certain Properties of Their Estates Free and Clear of Liens, Claims and Encumbrances (the "Corban Sale Order"). A certified copy of the Corban Sale Order is attached hereto as Exhibit D. On August 12, 2004, the Bankruptcy Court entered an Order Granting the

Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc. (the "Corban Assumption Order"). A certified copy of the Corban Assumption Order is attached hereto as Exhibit E.

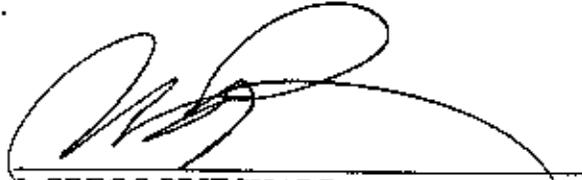
9. Corban Acquisition Corporation and ICG are one and the same entity. Pursuant to the Corban Sale Order and the Corban Assumption Order, the towers, owned real property on which certain towers are situated and leases on real property on which towers are located as well as all personal property owned by Corban was conveyed to ICG. ICG also acquired all of the stock of Corban Towers, Inc.

10. On August 3, 2005, an Involuntary Petition under Chapter 11 was filed against ICG. On November 15, 2005, an Order Granting Relief under Chapter 11 was entered by the Bankruptcy Court. On November 17, 2005, CTI filed a voluntary petition for relief under Chapter 11.

11. In the ICG and CTI cases, the Court approved a sale process for the sale of all assets. On April 3, 2006, the Bankruptcy Court entered an Order Authorizing Debtors to Sell to Tower Acquisition LLC Certain Properties of Their Estates Free and Clear of Liens, Claims and Encumbrances (the "ICG Sale Order"). A certified copy of the ICG Sale Order is attached hereto as Exhibit F. On April 3, 2006, the Bankruptcy Court entered an Order Granting the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale of Assets to Tower Acquisition LLC (the "ICG Assumption Order"). A certified copy of the ICG Assumption Order is attached hereto as Exhibit G.

12. Pursuant to the ICG Sale Order and ICG Assumption Order, ICG and CTI have conveyed, transferred and assigned certain properties and leases identified therein to Tower Acquisition, LLC.

FURTHER AFFIANT SAITH NOT.


J. GREGG PRITCHARD

STATE OF TEXAS

§
§
§

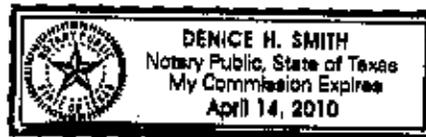
COUNTY OF DALLAS

This instrument was acknowledged before me on this 18th day of May, 2006, by J. Gregg Pritchard, as Chief Restructuring Officer of International Communications Group, Inc., a Nevada corporation, and Corban Towers, Inc., a Nevada corporation, on behalf of said corporations.


Notary Public

My Commission Expires: 4/14/2010
Printed Name of Notary: Denice H. Smith

[NOTARY SEAL]



Sandra E. Mayerson (SEM-8119)
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Hearing Date: January 16, 2003 at
 10:00 a.m.
 Objection Date: January 14, 2003

Counsel for Reorganized Debtor

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

In re	:	Confirmed Chapter 11
PINNACLE TOWERS III INC., <i>et al.</i> ,	:	Case Nos. 02-12477
	:	and 02-12482 through 02-12484 (BRL)
Debtors.	:	Jointly Administered
<hr/>		
PINNACLE TOWERS INC.	:	Adversary Proceeding No. 02-2672
Plaintiff,	:	
v.	:	
CORBAN COMMUNICATIONS, INC.,	:	
Defendant.	:	

**DEBTOR'S MOTION FOR ENTRY OF AN ORDER APPROVING SETTLEMENT
 PURSUANT TO BANKRUPTCY CODE SECTION 365 AND
FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019**

**TO THE HONORABLE BURTON R. LIFLAND
 UNITED STATES BANKRUPTCY JUDGE:**

Pinnacle Towers Inc., a reorganized debtor in the above-captioned chapter 11 cases ("Pinnacle or "Debtor"), by and through its attorneys, Holland & Knight LLP, here



**Exhibit A to
 Pritchard Affidavit**

moves this Court for entry of an order, pursuant to section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure, approving a settlement and certain transactions by and between Debtor and Corban Communications ("Corban"), as more fully described herein; and in support thereof, respectfully states as follows:

Jurisdiction

1. This Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.). This is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory basis for the relief requested herein is section 365 of the Bankruptcy Code and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

3. On May 21, 2002 (the "Petition Date"), Debtor and its affiliated debtors filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Also on May 21, 2002, this Court entered an Order directing the joint administration of the chapter 11 cases of Debtor and its affiliated debtors for procedural purposes only.

4. No trustee or examiner has been appointed in the chapter 11 cases of Debtor or its affiliated debtors. On June 10, 2002, the United States Trustee appointed the Official Committee of Unsecured Creditors (the "Committee").



5. On September 18, 2002, Debtor and its affiliated debtors filed their Amendment to First Amended Disclosure Statement and First Amended Plan of Reorganization (the "Amendment," and together with the First Amended Plan of Reorganization, the "Second Amended Plan").

6. On September 24, 2002, the Court entered an Order Approving Debtors' Second Amended Disclosure Statement. The Court entered an Order (the "Second Confirmation Order") confirming the Second Amended Plan on October 9, 2002. The Second Amended Plan has been substantially consummated.

Relationship with Corban

7. Before the Petition Date, Pinnacle entered into two transactions with Corban by which Pinnacle acquired ownership of or assumed leaseholds on approximately 300 communication-tower properties (the "Towers") across the United States.

8. The first transaction (the "QTI Transaction") was memorialized in Stock Purchase Agreements dated as of February 2000 among Qwest Transmission, Inc. (QTI), Corban and Pinnacle (collectively, the "QTI Agreements").

9. Pursuant to the QTI Agreements, Corban purchased all of the stock of QTI (the "QTI Stock"). Corban then transferred all of the QTI Stock to Pinnacle, but retained ownership of the equipment necessary to operate the microwave communication system formerly operated by QTI. As a result of the QTI Transaction, Pinnacle became the owner of QTI's communication tower properties and leases. The QTI Transaction closed on April 28, 2000.

10. The second transaction (the "WTCI Transaction") was memorialized in Asset Purchase Agreements executed and closed in June 2000 among Western Telecommunications (WTCI), Corban and Pinnacle (collectively, the "WTCI Agreements").



11. Pursuant to the WTCI Agreements, Corban purchased certain of WTCI's assets, consisting of communication tower properties, leases, microwave system equipment and other personal and real property (the "WTCI Assets"). Corban retained ownership of the equipment necessary to operate the microwave system formerly operated by WTCI and transferred the remaining WTCI Assets, including tower properties and leases, to Pinnacle.

12. The QTI Agreements provided that Corban would pay Pinnacle annual rent totaling \$2 million for its occupation of the Towers transferred to Pinnacle in the QTI Transaction. Similarly, the WTCI Agreements provided that Corban would pay Pinnacle annual rent totaling \$950,000 for its occupation of the Towers transferred to Pinnacle in the WTCI Transaction. The QTI and WTCI Agreements also anticipated that Corban and Pinnacle would enter into a master antenna site lease (the "MASL") that would set forth the terms under which Corban would occupy space on the Towers.

13. After the QTI and WTCI Transactions were consummated, the parties sought to complete and execute a satisfactory MASL, but were unable to do so. Nevertheless, Corban continued to occupy the Towers and paid a flat rental fee (the "Rental Fee") of \$245,833.33 per month for Corban's occupation of the Towers.

14. On or about November 14, 2001, Corban commenced an action styled *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Case No. 01-9909, in the District Court for the 193rd Judicial District, Dallas County, Texas (the "Dallas Action"), alleging breach of contract, fraud, and negligent misrepresentation in connection with the QTI and WTCI Transactions. In the Dallas Action, Corban argued, among other things, that it was forced to pay on Pinnacle's behalf certain taxes and maintenance costs, totaling approximately \$517,000. Pinnacle denies Corban's allegations.



15. On or about February 26, 2002, Pinnacle filed a counterclaim against Corban in the Dallas Action, seeking damages for unpaid Rental Fees and other expenses incurred by Pinnacle on Corban's behalf. The Dallas Action was stayed upon the commencement of these chapter 11 cases.

16. Also, before the Petition Date, Pinnacle filed eight separate eviction suits against Corban, three of which (the "Eviction Actions") remain pending: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (ii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas.

17. On or about October 8, 2002, Debtor and its affiliated debtors filed that certain Second Motion Pursuant to Bankruptcy Code Sections 365(a) and 554(a) and Bankruptcy Rules 6006, 6007 and 9014 to Reject Certain Executory Unexpired Leases and Abandon Estate Property Located on the Leased Premises (the "Rejection Motion"), pursuant to which Debtor sought to reject (i) approximately 117 unexpired executory leases for real property (the "Corban Scheduled Leases") relating to certain of the Towers and (ii) certain other unexpired executory leases for real property (the "Non-Corban Leases") unrelated to the Towers. Lists of the Corban Scheduled Leases and the Non-Corban Leases are annexed hereto as Exhibits "A" and "B," respectively. The hearing on the Rejection Motion is currently scheduled for January 16, 2002 at 10:00 a.m.



The Adversary Proceeding

18. On July 19, 2002, Debtor commenced the above-captioned adversary proceeding (the "Adversary Proceeding") by filing that certain Complaint for Turnover and an Accounting (the "Complaint"). Debtor's Complaint alleges that, although Corban has continued to occupy the Towers since the QTI and WTCI Transactions were consummated, Corban: (i) has not paid Rental Fees to Debtor since February 2002; (ii) is in arrears for insufficient payment of Rental Fees owing from 2001; (iii) would not deliver the Towers or pay the rents due as a result of its *de facto* month-to-month tenancy; and (iv) was holding rental payments and other funds owed to Debtor by other tenants on the Towers, who mistakenly paid such rent to Corban (the "Third Party Rents").

19. On August 21, 2002, Corban served and filed an answer (the "Answer") to the Complaint, asserting certain affirmative defenses including, *inter alia*, that (a) Corban was entitled to set off against Debtor's claims (i) damages it sustained as a result of Debtor's alleged breach of contract and (ii) amounts it allegedly paid to third parties, and (b) Corban was excused from performing due to Debtor's alleged breach.

The Settlement

20. During the past several months, Debtor and Corban have engaged in extensive settlement discussions designed to avoid the expense, inconvenience, delay and uncertainty of continued litigation. Those discussions resulted in the parties' agreement to a settlement that fully and completely resolves all of the parties' various pending disputes and effectuates the sale back to Corban of the QTI Stock and certain WTCI Assets that Pinnacle acquired in the QTI and WTCI Transactions. The parties' agreement (the "Settlement") is



memorialized in a Settlement Agreement, a Purchase and Sale Agreement and an Escrow Agreement (collectively the "Agreements"), copies of which are annexed hereto as Exhibits "C," "D" and "E," respectively. The salient terms of the Settlement are as follows¹:

- (i) Debtor shall sell and Corban shall purchase the QTI Stock and certain of the WTCI Assets for \$2,120,000 plus Corban's assumption of certain liabilities associated with the QTI Stock and the WTCI Assets;
- (ii) \$1,320,000 of the cash portion of the purchase price will be payable in cash at the closing, while the remaining \$800,000 will be payable in two equal installments plus interest at a rate of 5% per annum, and Corban will provide Pinnacle with an unsecured promissory note for such balance;
- (iii) the QTI Stock and the WTCI Assets are being sold "as is" and "where is," without representation or warranty and Corban will assume the Assumed Commitments related thereto as set forth in the Purchase and Sale Agreement, including, among other things, personal and real property taxes associated with the QTI Stock and WTCI Assets;
- (iv) Debtor will retain 20 sites (the "Withheld Towers"), including the Towers, land, buildings, associated personal property, ground leases, any contracts with third party tenants and all revenue generated from the Withheld Towers, *provided however* that Pinnacle shall grant Corban a rent free lease to occupy the Withheld Towers;
- (v) Debtor and Corban will enter into a master antenna site lease with respect to Corban's occupation of the Withheld Towers;
- (vi) the Dallas Action, the Eviction Actions and the Adversary Proceeding shall be dismissed with prejudice;
- (vii) Debtor and Corban will execute mutual broad-form releases of all claims each may have against the other, other than claims arising out of the Agreements and any documents or agreements executed in connection therewith;
- (viii) Debtor shall withdraw the Rejection Motion with respect to the Corban Scheduled Leases with prejudice;
- (ix) All executory unexpired leases and other contracts, including, but not limited to, the Corban Scheduled Leases (collectively, the "Tower Contracts"), relating to the Tower sites in which Debtor does not own the real property, shall be assumed and assigned to Corban;

¹ This summary is provided for informative purposes only, and is qualified in its entirety by the terms and conditions of the Agreements annexed hereto.



(x) If the transactions contemplated by the Purchase and Sale Agreement do not close, the Settlement provides alternative treatment for the Earnest Money Deposit, the Escrow Deposit, the Releases and the Dismissal Documents.

21. Debtor believes that the Settlement is beneficial to its estate and creditors.

The Settlement resolves all of the outstanding claims between the parties without the need for protracted and costly litigation. Further, as a result of the Settlement, Debtor will receive a total of \$2,120,000, plus interest, and eliminate substantial liabilities associated with the QTI Stock and WTCI Assets to be conveyed.

Requested Relief

22. The Court should approve the Settlement because it satisfies the standards set forth by this Court for approval of a settlement under Bankruptcy Rule 9019(a).

23. Bankruptcy Rule 9019(a), which governs the approval of compromises and settlements, provides, in pertinent part, that “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Settlements and compromises are “a normal part of the process of reorganization.” *Protective Comm. For Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 428 (1968) (quoting *Case v. Los Angeles Lumber Prods. Co.*, 308 U.S. 106, 130 (1939)).

24. To approve a compromise and settlement under Bankruptcy Rule 9019(a), a bankruptcy court should find that the proposed settlement is fair and equitable and is in the best interests of the estate. *See, e.g., TMT Trailer Ferry, Inc.*, 390 U.S. at 424; *Fisher v. Pereira (In re 47-49 Charles St., Inc.)*, 209 B.R. 618, 620 (S.D.N.Y. 1997); *In re Ionesphere Clubs, Inc.*, 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff’d*, 17 F.3d 600 (2d Cir. 1994).

25. The decision to approve a particular settlement lies within the sound discretion of a bankruptcy court. *See Nellis v. Shugrue*, 165 B.R. 115, 123 (S.D.N.Y. 1993). When exercising its discretion, the bankruptcy court must make an independent determination



settlement is fair and reasonable. *Id.* at 122. The court may consider the opinions of the trustee or debtor in possession that the settlement is fair and reasonable. *See id.*; *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993). In passing upon a proposed settlement, “the bankruptcy court does not substitute its judgment for that of the Trustee.” *Depo v. Chase Lincoln First Bank, N.A.*, 77 B.R. 381, 384 (N.D.N.Y. 1987), *aff’d*, 863 F.2d 45 (2d Cir. 1988). In addition, a bankruptcy court may exercise its discretion “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co., Inc.*, 217 B.R. 41 (Bankr. S.D.N.Y. 1998); *see also Shugrue*, 165 B.R. at 123 (“I am also cognizant of the general rule that settlements are favored and, in fact, encouraged by the approval process outlined above.”).

26. The court need not decide questions of law or fact raised in controversies sought to be settled, or to determine that the compromise presented is the best possible outcome. Rather, it is the responsibility of the court to examine a settlement and determine whether it “falls below the lowest point in the range of reasonableness.” *Cossoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599 (2d Cir.), *cert. denied*, 464 U.S. 822 (1983); *In re Spielfogel*, 211 B.R. 133, 144 (Bankr. E.D.N.Y. 1997). *See also Purofied Down Prods.*, 150 B.R. at 522 (“[T]he court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation”). Accordingly, if the Court finds that the Settlement does not fall below the threshold of reasonableness, the Settlement should be approved. *See In re Planned Protective Services, Inc.*, 130 B.R. 94, 99 n.7 (Bankr. C.D. Cal. 1991).

27. In determining whether a particular settlement falls within the “range of reasonableness,” courts consider a number of factors including, *inter alia*: (a) the likelihood of success in the litigation compared to the benefits offered by the settlement; (b) the prospect of complex and protracted litigation if the settlement is not approved; and (c) the extent to which



settlement is the product of arm's length bargaining. *See, e.g., In re Drexel Burnham Lambert Group, Inc.*, 134 B.R. 493, 497 (Bankr. S.D.N.Y. 1991).

28. In the instant case, the Settlement falls well within the range of reasonableness, enables the parties to avoid the risks and costs of continued litigation in multiple courts and avoids the uncertainty and expense of actually obtaining any recovery from Corban even if the Court were to find in favor of Debtor. Debtor and Corban engaged in arms-length and good faith negotiations, assisted by sophisticated counsel. Pinnacle will receive total principal of \$2,120,000, plus avoid substantial liabilities, by selling the QTI Stock and certain of the WTCI Assets to Corban. The Towers being sold are not included in Pinnacle's business plan, while the income from the Withheld Towers will continue. Thus, the transaction has no adverse effect on the business plan Pinnacle has presented to this Court.

29. Under the circumstances, the compromise reflected in the Settlement is well above "the lowest point of reasonableness." *W.T. Grant*, 699 F.2d at 608. Accordingly, Debtor respectfully submits that the Settlement is in the best interest of Debtor, its creditors, and all parties in interest, and should be approved by the Court pursuant to Bankruptcy Rule 9019.

Disposition of the Tower Contracts

30. As set forth above, pursuant to the Agreements, Debtor will assume and assign to Corban the Tower Contracts.

31. Pursuant to section 365(a) and subject to this Court's approval, a debtor is authorized to "assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a).

32. The assignment of executory contracts and unexpired leases is governed by section 365(f) of the Bankruptcy Code, which provides, in pertinent part:



(f)(1) [N]otwithstanding a provision in an executory contract or unexpired lease of the debtor, or applicable law, that prohibits, restricts or conditions the assignment of such contract or lease, the trustee may assign such contract or lease under paragraph (2) of this subsection.

(f)(2) The trustee may assign an executory contract or unexpired lease of the debtor only if—

(A) The trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f).

33. The standard governing applications to assume or reject executory contracts or unexpired leases is the “business judgment test.” See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993); Sharon Steel Corp. v. Natural Fuel Gas Distrib. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989).

34. Debtor believes that the assumption and assignment to Corban of the Tower Contracts is a rational and reasonable exercise of its business judgment.

35. Pursuant to the Agreements, Corban is responsible for all Assumed Commitments, including, but not limited to, cure costs, if any, associated with the Tower Contracts. Debtor believes that Corban has sufficient financial resources to operate the Towers and satisfy the Assumed Commitments, and that Corban has given adequate assurance of future performance under the Tower Contracts. Thus, Debtor submits that assumption and assignment to Corban of the Tower Contracts is appropriate.

Notice

36. Notice of this Motion has been served by hand delivery, facsimile, electronic mail or overnight mail on: (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel for the Agent for the Pre- and Post-Petition Lenders;



(c) counsel for the Investors; (d) counsel to the Committee; (e) non-debtor parties to the Corban Scheduled Leases and the Tower Contracts; (f) non-debtor parties to any sub-leases relating to the Scheduled Leases; (g) the Federal Aviation Administration; (h) the Federal Communications Commission and; (i) all parties that have filed a notice of appearance and request for service of pleadings in these chapter 11 cases.

37. In light of the nature of the relief requested herein, Debtor submits that no other or further notice is required.

Waiver of Memorandum of Law

38. Debtor submits that this Motion does not present any novel issues of law, and the authorities relied upon have been adequately set forth herein. Therefore, Debtor hereby respectfully requests that the Court waive the filing of a memorandum in support of this Motion pursuant to Local Bankruptcy Rule for the Southern District of New York 9013-1(b), except that Debtor reserves the right to file a brief in reply to any objection to the relief requested in the Motion.



WHEREFORE, Debtor respectfully requests that this Court enter an order substantially in the form annexed hereto as Exhibit "F" (a) approving the Settlement and authorizing Debtor to enter into the Transactions contemplated by the Agreements and (b) granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
December 27, 2002

Respectfully submitted,

HOLLAND & KNIGHT LLP

By: /s/ Peter A. Zisser
Sandra E. Mayerson (SEM-8119)
Barbra R. Parlin (BP-4914)
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195 Broadway
New York, New York 10007
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Facsimile: (212) 385-9010

Counsel for Reorganized Debtor

I hereby attest and certify on 5/15/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: [Signature] Deputy Clerk

NYCJ #511944 v4



Exhibit A to Pritchard Affidavit

Exhibit A
Carbon Scheduled Leases

PTL#	Site Name	Address	ST	Latitude	Longitude	Leasehold (Payee) Name	Vendor Name (Payee Address)	Address	City	StateID	PostalCode	Substance
0417-001	Albertsville	2.7 mi N of RR 75 (ND of Albertsville)	AL	34-20-15.33	086-06-42.75	Rogers, Jimmy N.	Rogers, Jimmy	5870 COUNTY ROAD 21	CROSSVILLE	AL	359023322	Carbon
0417-002	Fisk	W Nety Rd, about 1.3 mi NW of	AL	34-59-26.29	086-37-59.90	Cobb, Helen L.	Cobb, Helen L.	52 Power Station Road	Taft	TN	38483	Carbon
0417-003	Indian Mountain	3.1 mi W of GA rd line on 27th	AL	33-57-53.90	085-26-43.10	McLemore, Robert A.	McLemore, Robert A.	6890 Hwy 278 E	Fincham	AL	36272	Carbon
0417-005						McLemore, Robert A.	McLemore, Robert A.	6890 Hwy 278 E				
0417-005						Bramlett, Linda	Bramlett, Linda	6890 Hwy 278 E				
0417-006	Leesburg (AL)	North of rd	AL	34-11-48.10	083-48-11.33	Helen, John T. & Francis Helen, John F. & Francis L.	Helen, John T. & Francis Helen, John F. & Francis L.	1325 Lt. 8 Highway 411 South	Levittown	AL	35883	Carbon
0417-007	Littonville	1 mi S of Lucitonge Church	AL	34-33-57.40	087-36-20.70	Norman, John L. & Mary Newman John L. & Mary E	Norman, John L. & Mary Newman John L. & Mary E	2801 LeOrange Road	Leighton	AL	35646	Carbon
0417-008	Moulton	3 mi W of SR 157 on CR211	AL	34-26-33.77	087-13-23.19	Hood, Anita Pruitt	Hood, Anita Pruitt	271 County Road 212	Moulton	AL	35650	Carbon
0417-011	Chickadee		AR	33-44-17.00	093-01-22.90	Simmet, James Monroe	Simmet, James Monroe	200 Lowell St	Arkadelphia	AR	72116	Carbon
0417-012	Callie		AR	34-43-37.00	091-52-23.00	Hillier, Dr. Merle	Tomlinson, Bessie E.	2620 Tomlinson Road	Landon	AR	72086	Carbon
0417-012						Tomlinson, Bessie R.	Tomlinson, Bessie R.	2620 Tomlinson Road	Landon	AR	72086	Carbon
0417-012						Talbot, Lyne Tomlinson	Talbot, Lyne Tomlinson	1404 Skyline Dr	North Little Rock	AR	72116	Carbon
0417-012						Dr. Meredith Hebert	Dr. Meredith Hebert	500 Arroyo Ridge Court	Great Falls	VA	22066	Carbon
0417-012						Tomlinson, Jimmy	Tomlinson, Jimmy	313 W Holly	Lima	AR	72086	Carbon
0417-013	Haines		AR	33-51-23.00	092-41-27.00	Wynn, Thomas D., Jr. & Margaret W.	Wynn, Thomas D. & Margaret W.	1734 Altrinity	Fayette	AR	71742	Carbon
0417-017	Raglan		AR	34-32-52.00	091-07-51.00	McClain, O. W.	McClain, O. W.	Driver R.	Holly Grove	AR	72069	Carbon
0417-018	Rozoz		AR	34-44-16.00	091-26-37.00	Weddle, Harry	Weddle, Harry					
0417-019	Rosman		AR	33-35-44.00	091-20-31.00	Andrew L. & Fels, Neile	Andrew L. & Fels, Neile	Rt 1, Box 46-A	DeWalls Bluff	AR	720410710	Carbon
0417-020	Spelling Hill		AR	33-34-17.00	091-38-43.00	Wynn, Dale & Ann	Wynn, Dale & Ann	1310 E 29th St	Hopk	AR	71801	Carbon
0417-021	Tulip		AR	34-06-17.00	092-35-48.00	Anderson, Selma Ruth & Selma Ruth Gilliam, Melvin R. & Sharon	Anderson, Selma Ruth Gilliam, Melvin R. & Sharon	600 Highway 355W	Hopk	AR	71801	Carbon
								3003 Cedar Ridge Trail	Friarwood	TX	75346	Carbon



Exhibit A to Pritchard Affidavit

EXHIBIT A
Corban Scheduled Leases

Case No.	County	Address	Lease No.	Lease Dates	Leasee(s)	Location	County	Case No.
0417-022	Buchanan	1465 Philadelphia Church Rd	GA 33-54-04-40	085-11-01-40	Bishop, Denver R. & Willie E.	Buchanan	GA	30113
0417-023	Hackett	Rt 166 (Telephone Ex 4227) Junction of E 3006 and 3300N	GA 33-36-20-45	084-54-23-83	Jones, James Albert	Winton	GA	30187
0417-025	Armatong		IL 40-19-43-70	087-52-38-00	Jurkin-Wergnik, Patricia	Pulaski	IL	618656518
0417-029	Herscher		IL 41-04-21-50	088-04-06-20	Demuth, Thomas & Patricia	Herscher	IL	60941
0417-030	Manhattan	3. Eastern Ave.	IL 41-26-13-70	087-58-55-90	Svirasa, Edward J. & Clara E.	Manhattan	IL	60442
0417-033	Elmira	.5 mi E of 20502 & 2050N Junction	IL 40-10-23-00	087-33-28-00	Country Delights Farm	Elmira	IL	61814
0417-036	Indianapolis Junction		IN 39-56-53-80	086-21-47-70	Garnett, Gregory W. & Henrietta	Whitestown	IN	46075
0417-037	Macksville	CR 775 W	IN 39-57-42-50	085-31-58-30	Reynolds, Thelma	New Castle	IN	473679732
0417-039	Cliff	Hosner Road	IN 39-58-16-30	085-57-55-50	Cutshaw, A. L. & Laura G	Purdiesville	IN	46064
0417-040	Waveland		IN 39-52-37-40	087-06-00-40	Fisher, Anne & Lizzie	Waveland	IN	47989
0417-041	Auburn	Auburn	KY 37-01-43-00	086-43-42-90	Dukes, Marjorie	Auburn	KY	42306
0417-042	Zenock	Cave Ridge Lane	KY 37-23-14-90	086-41-06-60	Turner, Charles P. & Marlene M.	Greenville	KY	42343
0417-044	Brannon		KY 37-57-29-80	084-34-12-20	Broyles Brothers	Nicholasville	KY	40356
0417-045	Brownboro		KY 38-21-58-70	085-72-24-80	Frazier, Eugene R. & Phyllis S	Prepsport	KY	40039
0417-048	Fairberg		KY 38-48-28-50	084-30-04-40	Bailey, Jessie R.	De Measville	KY	41033
0417-049	Frankfort American		KY 38-13-13-80	084-54-27-10	Bailey, Jessie R.	Frankfort	KY	40601
0417-054	Ashland (MS)		MS 34-51-10-20	089-03-27-30	USDA Forest Service	Jackson	MS	39269



Exhibit A
Corban Scheduled Lessees

Case No.	County	Location	Parcel ID	Acres	Map	County	Address	City	State	Parcel No.	County
0417-058	Lincoln	1.6 mi E of Hwy 61 from Lula	090-23-02-44	14-26-33.53	MS	Carban	PO Box 397	Lula	MS	38644	Carban
0417-058	Waynes		081-41-31-90	40-58-06.20	OH	Carban	PO Box 397	Lula	MS	38644	Carban
0417-064	Waynes		082-15-51-20	40-33-03.40	OH	Carban	15239 Coats Street	Dayton	OH	44230	Carban
0417-065	Waynes		084-32-53-71	39-31-54.02	OH	Carban	22605 Scripps Road	Louisville	OH	44942	Carban
0417-067	Madison		083-40-16-50	40-01-43.00	OH	Carban	5620 West Elkhorn Road	Somerville	OH	43064	Carban
0417-070	Orange		082-40-27-00	40-48-37.00	OH	Carban	9440 South Old State Road	Levin Center	OH	43035	Carban
0417-071	Reedburg	7507 W Old Lincoln Rd	084-04-55-32	40-48-37.00	OH	Carban	7507 West Old Lincoln Way	Worster	OH	44691	Carban
0417-074	Swan Lake		080-54-57-10	39-21-13.44	OH	Carban	6039 Tylerville Road	West Chester	OH	43069	Carban
0417-075	Wallsville		081-43-46-48	40-35-05.50	OH	Carban	2660 Monroe Street, Apt #42	Salem	OH	44460-440	Carban
0417-077	Yonkers	Hwy 722	080-54-57-10	39-35-51.43	OH	Carban	1768 State Route 722	New Paris	OH	43347	Carban
0417-079	Beaver (PA)		080-20-09-30	40-35-26.10	PA	Carban	601 McChery Road	Frookstown	PA	15050	Carban
0417-080	Shady Plains	End of Ross Rd	079-28-59-00	40-34-08.00	PA	Carban	1111 Ross Road	Appella	PA	15613	Carban
0417-090	Thuse	42181 Power Pole	076-14-27-81	39-51-05.07	PA	Carban	935 Tract Road	Holtwood	PA	17532	Carban
0417-094	Peensburg		086-32-15-10	33-21-13.10	TN	Carban	1141 Factory Road	Peabridge	TN	37149	Carban
0417-098	Blount	CR 4521	094-02-59-80	33-08-03.40	TX	Carban	Rt 2, Box 159	Doodridge	AR	71834	Carban
0417-101	Charfield		096-24-16-67	32-13-43.98	TX	Carban	Rt 1, Box 157	Doodridge	AR	71834	Carban
0417-104	Ed Conch	Millie E Row	097-37-40-30	26-18-39.30	TX	Carban	PO Box 50	Charfield	TX	75105-0050	Carban
0417-105	Fishing		098-09-43-90	28-49-27.30	TX	Carban	PO Box 2717	Elan	TX	78543	Carban
0417-105						Carban	355 County Road 408	Kansas City	TX	76138-6471	Carban
0417-105						Carban	365 County Road 408	Kansas City	TX	76138-6471	Carban
0417-105						Carban	714 Sumpston Circle	Sugar Land	TX	77478	Carban
0417-107	Galme	Apple Tree Road	094-59-22-16	32-42-10.46	TX	Carban	1505 FM 2924	Kansas City	TX	78118	Carban
0417-109	Lola		098-04-17-70	30-48-03.29	TX	Carban	408 Fourth Street	Kansas City	TX	76016	Carban
						Carban	4720 Cullinan Blvd	Arlington	TX	77016	Carban
						Carban	Route 1, Box 41	Lola	TX	77061	Carban

Exhibit A to
Pritchard Affidavit



Exhibit A to Pritchard Affidavit

Exhibit A
Carbon Scheduled Leases

Lease No.	County	Section	Tract	Acres	Owner	Lease No.	County	Section	Tract	Acres	Operator	Lease No.	County	Section	Tract	Acres	Operator
0417-110	Jewell	Mountain	3081 Old San Antonio Road	35-02-25.40	094-44-52.90	097-33-37.90	TX	35-02-25.40	094-44-52.90	097-33-37.90	Prutimber Fund Two, L.P. c/o Central Forest Resources, Inc.	TX	Jefferson	TX	75687	Carbon	
0417-115	Lyon Springs			30-02-02.90	097-33-37.90		TX	30-02-02.90	097-33-37.90		Chuck Smith Prospector	TX	Austin	TX	787521119	Carbon	
0417-117	Madisonville			30-57-36.80	095-59-13.90		TX	30-57-36.80	095-59-13.90		Bing, Kenneth W.	TX	Madisonville	TX	77864	Carbon	
0417-119	Martin Mills		23176 State Hwy 19	33-26-53.65	095-51-24.58		TX	33-26-53.65	095-51-24.58		Yann, Melba	TX	Comton	TX	75103	Carbon	
0417-120	Mount Sylvan			32-28-10.08	095-28-56.28		TX	32-28-10.08	095-28-56.28		Franklin, Barbara Ann	TX	Lindale	TX	75771	Carbon	
0417-120	Mount Sylvan			32-28-10.08	095-28-56.28		TX	32-28-10.08	095-28-56.28		Franklin, Barbara Ann	TX	Lindale	TX	75771	Carbon	
0417-121	Oakville			28-27-59.90	098-02-37.30		TX	28-27-59.90	098-02-37.30		Lokenbill, Willie Bernard	TX	Three Rivers	TX	78073	Carbon	
0417-120	Sandoga			30-17-44.50	094-37-21.60		TX	30-17-44.50	094-37-21.60		Mcider, L. E. & Tonda	TX	Sandoga	TX	77585	Carbon	
0417-131	Sillie			30-39-51.50	095-46-14.10		TX	30-39-51.50	095-46-14.10		Flowers, Helen B.	TX	Sanvaga	TX	75846	Carbon	
0417-133	South Salem		Friendship Road	31-15-58.26	030-04-25.00		TX	31-15-58.26	030-04-25.00		Freder, J. A.	TX	Jewell	TX	75846	Carbon	
0417-137	Teague			31-37-16.10	096-14-29.00		TX	31-37-16.10	096-14-29.00		Brown, R. A. & Laura	TX	Teague	TX	75860	Carbon	
0417-138	Touhons			35-23-33.80	091-56-37.00		AR	35-23-33.80	091-56-37.00		International Paper Company	TX	Houston	TX	77210	Carbon	
0417-439	Waller		Chalanger Road	30-06-43.30	085-37-34.50		TX	30-06-43.30	085-37-34.50		Sorby, Felma & Bonnie	TX	Houston	TX	77095	Carbon	
0417-440	Yuma			26-34-03.70	097-46-19.80		TX	26-34-03.70	097-46-19.80		Gracie, Dr. Martin E.	TX	Baytownville	TX	78360	Carbon	
0520-002	Capitol Peak		Capitol Peak	46-58-30.00	123-08-20.80		WA	46-58-30.00	123-08-20.80		Weyerhaeuser Company	WA	Federal Way	WA	98003	Carbon	
0520-003	Gatlinville		2298 Galbraith Min. Rd	48-42-29.51	122-23-14.93		WA	48-42-29.51	122-23-14.93		State of WA, Dept of Natural Res	WA	Atlanta	GA	30109	Carbon	
0520-003	Jump Off Joe Blutz		Jump Off Joe Blutz, Kennecott WA	46-06-14.00	119-07-40.00		WA	46-06-14.00	119-07-40.00		State of WA, Dept of Natural Res	WA	Olympia	WA	985047041	Carbon	



UNITED STATES BANKNOTE

Exhibit A to Pritchard Affidavit

Exhibit A
Corban Scheduled Leases

Case No.	Location	County	Acres	Year	Lease No.	County	Year	Lease No.	County
0520-006	1.9 mi down Lelan Cannrough Rd off Hwy 9	WA	48-200-38.61	122-10-41-69	Crawford, Barbara D.	Clatsop	WA	98255	Corban
0520-007	Maple Hill	WA	46-25-10.06	119-59-27-81	Anderson Bros. Co.	Prosser	WA	99350	Corban
0520-008	Top of Sabos Peak	WA	46-15-26.00	120-45-07.00	Bureau of Indian Affairs Yakama Indian Agency	Toppenish	WA	99198	Corban
0520-010	4586 South Pass Road	WA	48-56-52.53	122-14-27.83	Heldar, John & Sandra	Brazos	WA	98247	Corban
0520-013	Darshan	OR	44-09-21.09	122-43-54.45	Weyhmann Company	Medford	OR	97504	Corban
0520-014	Florence Rock Camp	OR	42-43-40.42	122-36-29.95	U.S. Dept. of Interior - BLM	Medford	OR	97504	Corban
0520-016	Mount Hiatt	OR	45-28-21.80	117-53-36.82	State of Oregon - Bureau of Forestry	Portland	OR	97204-155	Corban
0520-017	Mount Yonahla	OR	43-38-19.59	123-19-38.27	Roanburg Forest Products Roanburg Forest Products	Roanburg	OR	97470	Corban
0520-019	Rocky Billie	OR	45-35-25.85	122-33-54.97	Multiple County	INWA	INWA	880A	Corban
0520-020	Springs of	OR	45-46-55.36	123-00-43.77	Longview Fibre Company Longview Fibre Company	Longview	WA	98632	Corban
0520-021	5537 NE Davis Creek Road	OR	41-59-36.66	122-41-36.72	Pacific Communications Pacific Communications	Portland	OR	97201	Corban
0520-022	Spout Springs	OR	45-44-49.35	118-02-15.71	USDA Forest Service, Fib 71632	San Francisco	CA	941601652	Corban
0520-023	Table Mtn.	OR	42-11-32.60	122-29-34.41	USDA Forest Service, Coast Range Resources, LLC	Seaside	OR	97130	Corban
0520-023		OR	42-11-32.60	122-29-34.41	Labram, John W. Labram, John W.	Medford	OR	97504	Corban
0520-024	Envelope Mtn.	CA	41-35-31.00	122-37-32.00	Mark Chanler, Medford District Fruit Growers Supply Company	Humboldt	CA	96944	Corban
0520-024		CA	41-35-31.00	122-37-32.00	Fruit Growers Supply Company	Humboldt	CA	96944	Corban
0520-024		CA	41-35-31.00	122-37-32.00	Fruit Growers Supply Company	Humboldt	CA	96944	Corban



Exhibit A to Pritchard Affidavit

Exhibit A
Corban Scheduled Leases

Case No.	County	Tract Description	Acres	State	Lease No.	Lease Dates	Leasee	Agent	Address	City	State	Case No.
0520-024	Combing	1.9 miles south-southwest of Rd 102, Min Valley Golf Course Rd	39-50-38.64	CA	122-11-41.23	121-43-09.00	Sakiyou Communications, Inc Spencer, Phillip J. & Barbara	Spencer, Phillip J. & Barbara	P.O. Box 157, 30 Teles Way	Elms	CA	96070137
0520-025	Davis	Heavily Valley Pasture (Sherman Way)	38-39-19.00	CA	121-43-09.00	121-43-09.00	Barton, Glen & Gloria	Barton, Glen & Gloria	16 Grand Avenue	Woodland	CA	95695
0520-026	Heavily Valley Pasture (Sherman Way)	Heavily SE; Rosset	38-45-38.26	CA	119-55-51.29	119-55-51.29	USDA Forest Service Willis Hickman, Sr. & Willis Hickman II	USDA Forest Service Willis Hickman, Sr. & Willis Hickman II	File 71652	San Francisco	CA	941601632
0520-031	Hickman	Hickman Rd	40-17-01.33	CA	122-16-40.09	122-16-40.09	Hickman, Willie & Willis C. H.	USDA Forest Service Willis Hickman, Sr. & Willis Hickman II	16875 Hickman Lane	Contra Costa	CA	96022
0520-038	Bothwell	7.0 miles east of	41-46-59.30	UT	112-21-46.90	112-21-46.90	Rudd, Ross & Bunnia J.C.	USDA Forest Service Rudd, Ross & Bunnia J.C.	5680 West 168th North	Garland	UT	84012
0520-039	Brom Point	7 miles NE of Tangent	39-33-41.10	UT	110-20-52.00	110-20-52.00	U.S. Dept. of Interior - BLM	U.S. Dept. of Interior - BLM	125 South 600 West	Piess	UT	84501
0520-060	Logan Pasture (Castle Rock)	Logan Pasture (Castle Rock)	41-45-11.50	UT	111-46-26.60	111-46-26.60	US Dept of Agric. Forest Service	USDA Forest Service File 71652	PO Box 00000	San Francisco	CA	941601632
0520-061	Cooperation (Juan Kaulla & SR 111)	6850 South 7300	40-37-28.90	UT	112-03-52.30	112-03-52.30	Wood, Glen H. & Norma G.	USDA Forest Service Wood, Glen H. & Norma G.	P.O. Box 1324	West Jordan	UT	84084
0520-064	Lucas (Buckner) (NW of Jan)	10.2 mi NW of Lucas	41-27-35.70	UT	114-01-51.00	114-01-51.00	Goatd Land and Livestock	Goatd Land and Livestock	P.O. Box 285, 201 Sego Land	Oshtery	ID	83346
0520-065	Jones Ridge (Skyline Dr.)	16.06 NNE of Fairview	39-50-53.70	UT	111-19-51.40	111-19-51.40	US Dept of Agric. Forest Service	USDA Forest Service File 71652	PO Box 00000	San Francisco	CA	941601632
0520-067	Loyal	3 mi SSW of Loyal	41-49-50.30	UT	113-46-03.80	113-46-03.80	U.S. Dept. of Interior - BLM Pickett Ranch and Sheep Co.	Pickett Ranch and Sheep Co. Pickett Ranch and Sheep Co.	Marion Road	Orshly	ID	83345
0520-067	Loyal	3 mi SSW of Loyal	41-49-50.30	UT	113-46-03.80	113-46-03.80	U.S. Dept. of Interior - BLM Pickett Ranch and Sheep Co.	Pickett Ranch and Sheep Co. Pickett Ranch and Sheep Co.	Marsh Road	Orshly	ID	83345
0520-067	Loyal	3 mi SSW of Loyal	41-49-50.30	UT	113-46-03.80	113-46-03.80	U.S. Dept. of Interior - BLM Pickett Ranch and Sheep Co.	Department of the Interior BLM	2370 South 2300 West	Salt Lake City	UT	84119
0520-068	Monahem Peak	Monahem Peak	41-46-33.90	UT	112-46-19.20	112-46-19.20	Peterson, Derrill	Peterson, Derrill	199 East Main Street	Hydron	UT	84319
0520-069	Path Valley	1.4 miles east of	41-46-51.40	UT	111-18-13.20	111-18-13.20	Gary Rose & Sons	Gary Rose & Sons	PO Box 807	Park Valley	UT	84029
0520-070	Patrol Range	7.0 miles east of	41-17-36.20	UT	114-09-46.10	114-09-46.10	U.S. Dept. of Interior - BLM	Department of the Interior BLM	2370 South 2300 West	Salt Lake City	UT	84119



Exhibit A to
Pritchard Affidavit

Exhibit A
Carbon Scheduled Leases

Case No.	County	Location	Acres	State	Operator	Lease No.	County
0520-071	Pecos	20.0 miles west of	41-45-21.30	UT	McAfee, Kathleen Rock et al	73228	Carbon
0520-072	Rain	24.5 mi N of Wice Wiker	39-26-32.70	UT	Alameda Corp	78-710092	Carbon
0520-073	Snowville	2.2 miles northwest of	41-39-00.00	UT	Jackson Forest/Rose Ranch	941500123	Carbon
0520-074	Webb	1.4 miles south of	41-09-40.80	UT	Davis County Solid Waste Mgmt & Recovery	84041	Carbon
0520-074			111-59-30.50		Davis County Solid Waste Mgmt & Recovery		
0520-074					Davis County Solid Waste Mgmt & Recovery		
0520-074					Davis County Solid Waste Mgmt & Recovery		
0520-108	Meriwether	5.0 miles south of	38-36-47.50	CO	David Yea Dr Craft	#4041	Carbon
0520-116	McMullin	Positive	37-52-49.00	CO	USDA Forest Service	941801652	Carbon
0520-121	Russellville	11.0 miles north-southeast of	39-22-23.78	CO	Kirchner, Grace Clark	999012346	Carbon
0520-146	Roadolph	M16 CR 1397	40-30-40.10	IA	Hughes, Jr George	80118	Carbon
0520-147	Yuba	281 SPP6110 "POWER POLLE"	40-56-36.40	IA	Hughes, Jr George	51666	Carbon
0520-148	Quillford	Power Pole # 738	40-44-25.47	MO	Perins, Mark & Amy	68144	Carbon
0520-149	Lewson	39 17 000N	35-24-25.84	MO	Climber, Lawrence & Viola	64489	Carbon
0520-149			094-35-37.47		Viola		
0520-150	Kanyville	Intersection of CR# 372 & 768	40-25-21.07	MO	King, Deborah E	64062	Carbon
0520-151	Pittsburg	41-20-011 Power Pole#	39-36-22.29	MO	King, Deborah E	64062	Carbon
0520-152	Savannah	CP# 3486 891635	39-45-12.51	MO	McElwee, James Bruce	64024	Carbon
0520-153	Monarch Pass #2		39-29-47.20	CO	McElwee, James Bruce	64024	Carbon
					Kimms Farms		
					Peters, Maxim & Mary		
					Whitell, Alton & Jane		
					US Dept of Agric. Forest Service		
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					Peters, David & Kristina		
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					Kimms Farms		
					Peters, David & Kristina		
					Whitell, Alton & Jane		
					US Dept of Agric. Forest Service		
					Kimms Farms		
					Peters, David & Kristina		
					Whitell, Alton & Jane		
					US Dept of Agric. Forest Service		
					Kimms Farms		
					Peters, David & Kristina		
					Whitell, Alton & Jane		
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					US Dept of Agric. Forest Service		
					Kimms Farms		
					Peters, David & Kristina		
					Whitell, Alton & Jane		
					US Dept of Agric. Forest Service		
					Kimms Farms		

Exhibit A to Pritchard Affidavit

**Exhibit A
Corban Scheduled Leases**

| Case No. | Wetland Peak #2 | 13.0 miles north-southeast of | CD | 38-23-15.00 | 108-40-25.00 | Shinn Park Ranch, LLC | #RGA | #N/A | Corban |
|----------|-----------------------|-------------------------------|----|-------------|--------------|----------------------------------|------|------|------|------|------|------|------|------|--------|
| 0320-167 | Angora #2 | | NE | 41-46-11.10 | 102-38-44.50 | Jacobson, Carl & Pearl | #N/A | Corban |
| 0320-168 | Promontory #2 | | UT | 41-45-21.80 | 112-72-43.70 | MkAlec, Kathleen Rock | #N/A | Corban |
| 0320-169 | River Cliffs #2 | | UT | 39-26-32.70 | 169-09-58.20 | Alameda Corp. | #N/A | Corban |
| 0320-170 | Julesburg #1 | | CO | 40-56-17.00 | 102-13-36.20 | Stebbins, Paul L. | #N/A | Corban |
| 0320-171 | Scappoose #2 | 6.0 miles west-northwest of | OR | 45-46-56.00 | 123-00-02.00 | Langview Fibre Company | #N/A | Corban |
| 0320-176 | Jump Off the Butte #2 | | WA | 46-06-14.00 | 119-07-40.00 | State of WA, Dept of Natural Res | #N/A | Corban |
| 0320-177 | Spout Springs #2 | Spout Springs S&A Area | OK | 45-44-40.35 | 118-00-13.71 | US Dept of Agric. Forest Service | #N/A | Corban |
| 0320-200 | Spout Springs #3 | Spout Springs S&A Area | OK | 45-44-10.58 | 117-58-35.73 | US Dept of Agric. Forest Service | #N/A | Corban |

[Doc# 517393]



I hereby attest and certify on 5/15/09 that this document is a full, true and correct copy of the original filed on the court's electronic case filing system.

Clara M. Montgomery Court, SDNY

Deputy Clerk

Case No.	Debtor Name	Address	City	State	Zip	Telephone	Fax	Case No.	Debtor Name	Address	City	State	Zip	Telephone	Fax	Case No.
035604	Pratt & Whitney	2100 West Yung Road	FL	33424	90708	9400			Pratt & Whitney							
036480	Alford & LA	500 Duquesne St.	LA	70112	556	553			Alford & LA							
027484	Therby Mowbray	Therby Mowbray	MA	01845	1600	07145	3440		Therby Mowbray							
	Don't Forget															

I hereby attest and certify on 5/15/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: [Signature] Deputy Clerk



Exhibit A to
Pritchard Affidavit

pending in the District Court for the 193rd Judicial District, Dallas County, Texas (the "Dallas Action"); and

WHEREAS the Dallas Action involve claims and defenses arising out of the same nucleus of operative fact as the claims and defenses at issue in this adversary proceeding; and

WHEREAS before the Petition Date, Pinnacle had commenced certain eviction proceedings against Corban, of which the following three proceedings (collectively the "Eviction Proceedings") remain pending: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (ii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; and

WHEREAS the Dallas Action was stayed upon the commencement of Debtors' chapter 11 cases; and

WHEREAS, the Court has jurisdiction over Debtors' bankruptcy cases and this action pursuant to 28 U.S.C. § 1334, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

NOW, THEREFORE, in order to avoid further expense of litigation, it is hereby stipulated and agreed as follows:

I. Concurrently with the execution of this settlement agreement (the "Settlement Agreement"), Corban and Pinnacle shall execute the Purchase and Sale Agreement



(the "Purchase Agreement") and the Escrow Agreement,¹ both of even date hereof. Collectively, the Settlement Agreement, the Purchase Agreement and the Escrow Agreement shall be referred to herein as the Agreements.

2. Immediately upon execution of the Agreements, Corban shall pay the Earnest Money Deposit in the sum of \$600,000 to Pinnacle via wire transfer to the following account:

**Bank of America
ABA 111000012
Account Name: Pinnacle Towers Inc. #3751919463**

3. Immediately upon execution of the Agreements; Corban shall pay the Escrow Deposit in the sum of \$600,000 to the Escrow Agent via wire transfer to the following account:

**CITIBANK, N.A.
399 PARK AVENUE
NEW YORK, NY 10036
ABA # 021-000-089
CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVENUE, 5TH FLOOR
NEW YORK, NY 10017
ACCOUNT NO. 4075-7251
TELEPHONE ADVISE UPON RECEIPT
CAROL SLATER (212) 880-1335**

4. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Motion and Agreed Order of Dismissal dismissing the Dallas Action with prejudice in the form attached hereto as Exhibit A (the "Dallas Dismissal Documents").

5. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Stipulation dismissing the Action with

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.



prejudice in the form attached hereto as Exhibit B (the "Adversary Proceeding Dismissal Stipulation").

6. Concurrently with the execution of the Agreements, Corban shall execute and deliver to the Escrow Agent the releases (collectively, the "Corban Releases") in the form attached hereto as Exhibits C and D. The release attached as Exhibit C is hereinafter referred to as the "First Corban Release". The release attached as Exhibit D is hereinafter referred to as the "Second Corban Release".

7. Concurrently with the execution of the Agreements, Pinnacle shall execute and deliver to the Escrow Agent the releases (collectively, the "Pinnacle Releases") in the form attached hereto as Exhibits E and F. The release attached as Exhibit E is hereinafter referred to as the "First Pinnacle Release". The release attached as Exhibit F is hereinafter referred to as the "Second Pinnacle Release".

8. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Motions and Agreed Orders of Dismissal dismissing the Evictions Actions with prejudice in the forms attached hereto as Exhibits G H and I (the "Eviction Dismissal Documents").

9. At the closing of the transactions set forth in the Purchase Agreement (the "Closing"), Corban and Pinnacle shall execute joint written instructions to the Escrow Agent providing that the Escrow Agent shall: (i) deliver the Escrow Deposit to Pinnacle; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the First Corban Release to Pinnacle; (v) deliver the First Pinnacle Release to Corban; and (vi) destroy the Second Corban Release and Second Pinnacle Release.



10. If a Closing does not occur on or before the Termination Date set forth in the Purchase Agreement or any mutually agreed-to extension of such date, then the parties shall execute joint written instructions to the Escrow Agent to deliver the Escrow Deposit and to deliver or destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases as follows:

a. If Corban validly terminates the Purchase Agreement in accordance with either Section 7(a)(i)(A) or Section 7(a)(i)(B)(1) thereof, then Pinnacle shall retain the Earnest Money Deposit and the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and the First Pinnacle Release.

b. If Corban validly terminates the Purchase Agreement in accordance with Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3) or Section 7(a)(i)(C) thereof and Pinnacle elects to retain the Earnest Money deposit pursuant to Section 7(a)(ii)(B)(2) of the Purchase Agreement, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second



Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and First Pinnacle Release.

c. If Corban validly terminates the Purchase Agreement in accordance with Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3) or Section 7(a)(i)(C) thereof and Pinnacle elects to return the Earnest Money deposit to Corban pursuant to Section 7(a)(ii)(B)(1) of the Purchase Agreement, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

d. If Pinnacle validly terminates the Purchase Agreement pursuant to either Section 7(b)(i)(A) or Section 7(b)(i)(B)(1) thereof, then, as provided in Section 7(b)(ii)(A), Pinnacle shall retain the Earnest Money Deposit and the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

e. If Pinnacle validly terminates the Purchase Agreement pursuant to Section 7(b)(i)(B)(2) thereof and Pinnacle elects, pursuant to Section 7(b)(ii)(B), to return the Earnest Money Deposit to Corban, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

f. If Pinnacle validly terminates the Purchase Agreement in accordance with Section 7(b)(i)(B)(2) thereof and Pinnacle elects, pursuant to Section 7(b)(ii)(B)(2), to retain the Earnest Money Deposit, then the parties shall execute joint written instructions



directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and the First Pinnacle Release.

11. If the parties dispute whether Pinnacle and/or Corban has validly terminated the Purchase Agreement, then the parties shall submit such dispute to be determined by the Bankruptcy Court: the Escrow Agent shall retain the Escrow Deposit, the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases, and Pinnacle shall retain the Earnest Money Deposit, pending final determination of such dispute.

12. Upon execution of the Agreements, Pinnacle shall seek to obtain the Bankruptcy Order and the Bank Approval.

13. The use of masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The terms and language of this Settlement Agreement are the result of negotiations between the parties hereto and there shall be no presumption that any ambiguities in this Settlement Agreement should be resolved against any party hereto. Any controversy concerning the construction of this Settlement Agreement shall be decided neutrally, in light of conciliatory purposes, and without regard to authorship.

14. This Settlement Agreement is made pursuant to a settlement and compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing on the part of any of the parties and all of the parties continue to deny liability for



any and all claims released hereby. All parties are compromising and settling their claims and defenses solely to avoid further costs and expenses of litigation.

15. The Agreements and the Exhibits attached thereto represents the entire agreement between and among the parties hereto, supersede any prior written or oral statements or agreements with respect to the matters covered hereby, and the terms of the Agreements are contractual and not merely recitals. The Agreements may not be altered, amended or modified except by a writing executed by the party to be bound by such alteration, amendment or modification.

16. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile of a signature shall be effective for all purposes.

17. The United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") shall have continuing jurisdiction to enforce the terms of the Agreements should such action become necessary.

18. This Settlement Agreement is subject to, and shall only become effective upon, entry of the Bankruptcy Order by the Bankruptcy Court.

19. This Settlement Agreement shall be governed by the internal laws of the State of New York applicable to contracts made and performed entirely in the State of New York, without regard to any principles of conflicts of laws.

20. Notwithstanding any other provision of this Settlement Agreement, prior to commencing any action for breach or to enforce any of the terms of this Settlement Agreement, the party asserting a default shall notify the alleged defaulting party in writing of the nature of the breach. Notification of default shall be made via facsimile transmission and overnight mail and shall be deemed effective one (1) business day after the later of the facsimile



transmission or the overnight mail. The alleged defaulting party shall have five (5) business days from the effective date of the notice to cure any such default.

21. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Settlement Agreement shall be prohibited by or found to be invalid or unenforceable under applicable law, such provision shall not invalidate the valid other portions of such provision or the remaining provisions of this Settlement Agreement.

22. Corban and Pinnacle acknowledge that they have consulted with counsel in connection with their claims and that they have caused this Settlement Agreement to be reviewed by such of their attorneys and advisors as they deem necessary. Corban and Pinnacle further acknowledge that they have: (i) made an independent investigation of such facts as they deem necessary or appropriate in order to make the decision to enter into this Settlement Agreement; (ii) made an independent determination to enter into this Settlement Agreement; (iii) not relied upon any statement of or information received from any other party or from counsel for any other party that is not expressly reflected herein in making such independent investigation and determination; and (iv) there have been no written or oral representations made to induce them to execute this Settlement Agreement that are not expressly reflected herein.

23. In any action or proceeding to enforce, or to recover for any breach of, this Settlement Agreement, the prevailing party shall be entitled, in addition to any other proper relief, to recover its costs and expenses of such action or proceeding, including reasonable attorneys' fees.

24. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The stipulations



contained herein are made only for the benefit of the parties executing this Settlement Agreement and their personal representatives or heirs.

25. Any notice, request, instruction or other document required or permitted to be given hereunder by any party shall be in writing and shall be addressed as follows, or to such other address as a party may designate for itself by notice given hereunder:

If to Pinnacle:

Pinnacle Towers Inc.
301 N. Cattlemen Road
Suite 300
Sarasota, Florida 34232
(941) 364-8886 (phone)
(941) 364-8761 (facsimile)
attn: Evan Berlin, Esq.

With a copy to:

Holland & Knight LLP
195 Broadway
New York, New York 10007
(212) 513-3250 (phone)
(212) 385-9010 (facsimile)
attn: Sandra E. Mayerson, Esq.

If to Corban:

901 Jupiter Road
Plano, Texas 75074
(972) 633-4660 (phone)
(972) 633-4662 (facsimile)
attn: Henry A. Thomas



With a copy to:

Thompson & Knight, P.C.
3300 First City Center
1700 Pacific Avenue
Suite 3300
Dallas, TX 75201
(214) 969-1367 (phone)
(214) 969-1751 (facsimile)
attn: Judith Ross, Esq.



IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer thereof on December 20, 2002.

PINNACLE TOWERS INC.

By: _____
Evan N. Berlin

Its: Vice President and General Counsel

CORBAN COMMUNICATIONS, INC.

By: _____
Henry A. Thomas

Its: President

NYC1 #514522 v4



Exhibit A

CAUSE NO. 01-9909

CORBAN COMMUNICATIONS, INC.	§	IN THE DISTRICT COURT
	§	
V.	§	L-193rd JUDICIAL DISTRICT
	§	
PINNACLE TOWERS INC.	§	DALLAS COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

CAME ON TO BE CONSIDERED on the date set out below, the parties' Agreed Motion to Dismiss with Prejudice, and the Court finds that the parties have agreed to dismiss all matters in dispute between the parties with prejudice.

IT IS THEREFORE, ORDERED that the parties' Agreed Motion to Dismiss with Prejudice is GRANTED and the above-styled cause be and is hereby dismissed with prejudice. All costs of court herein are taxed against the party incurring same.

SIGNED this ____ day of December, 2002.

JUDGE PRESIDING



Exhibit A to
Pritchard Affidavit

AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR PLAINTIFF
CORBAN COMMUNICATIONS, INC.

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By: _____
MARK G. SESSIONS

ATTORNEYS DEFENDANT/COUNTER-PLAINTIFF
PINNACLE TOWERS, INC.



CAUSE NO. 01-9909

CORBAN COMMUNICATIONS, INC.	§	IN THE DISTRICT COURT
	§	
V.	§	L-193rd JUDICIAL DISTRICT
	§	
PINNACLE TOWERS INC.	§	DALLAS COUNTY, TEXAS

AGREED MOTION TO DISMISS WITH PREJUDICE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff CORBAN COMMUNICATIONS, INC. and Defendant/Counter-Plaintiff PINNACLE TOWERS INC., and file this Agreed Motion to Dismiss with Prejudice, and say:

The parties hereby agree to dismiss this action with prejudice, and pray that all costs of court herein be taxed against the party incurring same.

Dated: December __, 2002

Respectfully submitted,

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR PLAINTIFF
CORBAN COMMUNICATIONS, INC.



MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By: _____
MARK G. SESSIONS

ATTORNEYS DEFENDANT/
COUNTER-PLAINTIFF
PINNACLE TOWERS, INC.



party to bear its own attorneys' fees, expenses and costs associated herewith.

Dated: New York, New York
December __, 2002

HOLLAND & KNIGHT LLP

By: _____
Sandra E. Mayerson (SEM-8119)
Barbra R. Parlin (BP-4914)
195 Broadway
New York, New York 10007
Telephone: (212) 513-3200
Facsimile: (212) 385-9010

Counsel for Plaintiff/Debtor and Debtor-in-Possession Pinnacle Towers Inc.

KRONISH LIEB WEINER & HELLMAN LLP

By: _____
Charles J. Shaw (CS-3879)
Jay Randall Indyke (JRI-0353)
1114 Avenue of the Americas
New York, New York 10036-7798
Telephone: (212) 479-6000
Facsimile: (212) 479-6275

-and-

THOMPSON & KNIGHT, P.C.
David Bennett (DB-6350)
3300 First City Center
1700 Pacific Avenue, Suite 3300
Dallas, TX 75201

Counsel for Defendant
Corban Communications, Inc.

SO ORDERED this __ day of January 2003

UNITED STATES BANKRUPTCY JUDGE

2



Exhibit A to
Pritchard Affidavit

Exhibit C**Release****TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY**

CONCERN, KNOW THAT Corban Communications, Inc., a corporation incorporated under the laws of the State of Texas, together with its corporate parents, subsidiaries (other than Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns (collectively the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Pinnacle Towers Inc. ("Pinnacle"), receipt of which is hereby acknowledged, hereby release and discharge Pinnacle, Pinnacle's corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to immediately following the Closing of the transactions contemplated by the Purchase Agreement (as defined below), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron

**Exhibit A to
Pritchard Affidavit**



County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES set forth in the Purchase and Sale Agreement dated December ___, 2002 (the "Purchase Agreement"), any agreements or documents executed in connection therewith, or the Settlement Agreement between Corban and Pinnacle dated December ___, 2002.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Corban Communications, Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Corban Communications, Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Corban Communications, Inc.

Notary Public



Exhibit DRelease

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Corban Communications, Inc., a corporation incorporated under the laws of the State of Texas, together with its corporate parents, subsidiaries (other than Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns (collectively the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Pinnacle Towers Inc. ("Pinnacle"), receipt of which is hereby acknowledged, hereby release and discharge Pinnacle, Pinnacle's corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date that this RELEASE is validly disbursed by the Escrow Agent pursuant to the terms of the Settlement Agreement dated December 20, 2002 between Corban and Pinnacle), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-0000101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and



**Exhibit A to
Pritchard Affidavit**

Pinnacle Towers Inc. v. Corban Communications, Inc., Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES arising out of or pursuant to Section 9.3 and any related provisions of that certain Stock Purchase Agreement between Corban Communications, Inc. and Pinnacle Towers Inc. dated as of February 4, 2000.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Corban Communications, Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Corban Communications, Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Corban Communications, Inc.

Notary Public



Exhibit E

Release

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY

CONCERN, KNOW THAT Pinnacle Towers Inc., a corporation incorporated under the laws of the State of Delaware, together with its corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns (collectively, the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Corban Communications, Inc. ("Corban"), receipt of which is hereby acknowledged, hereby release and discharge Corban, Corban's corporate parents, subsidiaries (except for Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS, ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to immediately following the Closing of the transactions contemplated by the Purchase Agreement (as defined below), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron

**Exhibit A to
Pritchard Affidavit**



County Justice of the Peace Court, Cameron County, Texas; save and except for any continuing obligations of RELEASOR to RELEASEES set forth in the Purchase and Sale Agreement dated December ____, 2002 (the "Purchase Agreement"), any agreements or documents executed in connection therewith, or the Settlement Agreement between Corban and Pinnacle dated December ____, 2002.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Pinnacle Towers Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Pinnacle Towers Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Pinnacle Towers Inc.



Exhibit F**Release****TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY**

CONCERN, KNOW THAT Pinnacle Towers Inc., a corporation incorporated under the laws of the State of Delaware, together with its corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns (collectively, the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Corban Communications, Inc. ("Corban"), receipt of which is hereby acknowledged, hereby release and discharge Corban, Corban's corporate parents, subsidiaries (except for Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS, ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date that this RELEASE is validly disbursed by the Escrow Agent pursuant to the terms of the Settlement Agreement dated December 20, 2002 between Corban and Pinnacle), without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and

**Exhibit A to
Pritchard Affidavit**



(v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES arising out of or pursuant to Section 9.3 and any related provisions of that certain Stock Purchase Agreement between Corban Communications, Inc. and Pinnacle Towers Inc. dated as of February 4, 2000.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Pinnacle Towers Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Pinnacle Towers Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Pinnacle Towers Inc.



Exhibit G

CAUSE NO. 274,997

PINNACLE TOWERS, INC.,	§	IN THE COUNTY COURT
	§	
Plaintiff,	§	
	§	
vs.	§	AT LAW 7
	§	
CORBAN COMMUNICATIONS, INC.,	§	
	§	
Defendant.	§	BEXAR COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

CAME ON TO BE CONSIDERED on the date set out below, the parties' Agreed Motion to Dismiss with Prejudice, and the Court finds that the parties have agreed to dismiss all matters in dispute between the parties with prejudice.

IT IS THEREFORE, ORDERED that the parties' Agreed Motion to Dismiss with Prejudice is GRANTED and the above-styled cause be and is hereby dismissed with prejudice. All costs of court herein are taxed against the party incurring same.

SIGNED this ____ day of January, 2003.

JUDGE PRESIDING



Exhibit A to
Pritchard Affidavit

**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



CAUSE NO. 274,997

PINNACLE TOWERS, INC.,

Plaintiff,

vs.

CORBAN COMMUNICATIONS, INC.,

Defendant.

§
§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW 7

BEXAR COUNTY, TEXAS

AGREED MOTION TO DISMISS WITH PREJUDICE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff PINNACLE TOWERS INC. and Defendant CORBAN COMMUNICATIONS, INC., and file this Agreed Motion to Dismiss with Prejudice, and say:

The parties hereby agree to dismiss this action with prejudice, and pray that all costs of court herein be taxed against the party incurring same.

Dated: December __, 2002

Respectfully submitted,

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE SAN ANTONIO LLC

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



CAUSE NO. CV-05-02

PINNACLE TOWERS, INC.,

Plaintiff,

VS.

CORBAN COMMUNICATIONS, INC.,

Defendant.

§
§
§
§
§
§
§
§
§
§

IN THE JUSTICE COURT

PRECINCT NO. 5

CAMERON COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

CAME ON TO BE CONSIDERED on the date set out below, the parties' Agreed Motion to Dismiss with Prejudice, and the Court finds that the parties have agreed to dismiss all matters in dispute between the parties with prejudice.

IT IS THEREFORE, ORDERED that the parties' Agreed Motion to Dismiss with Prejudice is GRANTED and the above-styled cause be and is hereby dismissed with prejudice. All costs of court herein are taxed against the party incurring same.

SIGNED this ____ day of January, 2003.

JUDGE PRESIDING

Exhibit A to
Pritchard Affidavit



**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.

I hereby attest and certify on 5/15/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: [Signature]
4 Deputy Clerk



Exhibit A to
Pritchard Affidavit

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into on December 20, 2002, by and between Corban Communications, Inc., a Texas corporation (the "Buyer"), and Pinnacle Towers Inc., a Delaware corporation (the "Seller").

RECITALS

Buyer seeks to purchase from Seller all of (a) the outstanding capital stock of QTI, Inc., a Delaware corporation ("QTI"); and (b) the Assets (defined below). This Agreement contemplates a transaction in which the Buyer will purchase from the Seller, and the Seller will sell to the Buyer, all of the Seller's right, title and interest in and to outstanding capital stock of QTI and the Assets, in return for cash and a promissory note, all as set forth herein.

TERMS

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. *Definitions.* Certain terms used in this Agreement are defined where they first appear. The terms set forth below are defined as follows:

"*Accredited Investor*" has the meaning set forth in Regulation D promulgated under the Securities Act.

"*Additional Sites*" means the sites listed on the attached Schedule 3.

"*Adversary Proceeding Action*" means the action styled Pinnacle Towers Inc. v. Corban Communications, Inc., Case No. Adv. Pro. No. 02-02672, in the United States Bankruptcy Court for the Southern District of New York.

"*Adversary Proceeding Dismissal Documents*" means the Stipulation and Order of Dismissal dismissing the Adversary Proceeding Action with prejudice, in substantially the form attached as Exhibit B to the Settlement Agreement.

"*Assets*" means all of the right, title, and interest of Seller in and to the Sites, Contracts, Easements, Ground Leases, Improvements, Licenses, Owned Real Property, and Tenant Leases.

"*Assignment and Assumption Agreement*" means the master quitclaim bill of sale, assignment and assumption agreement in the form of the attached Exhibit B.

Exhibit A to
Pritchard Affidavit



"Assumed Commitments" means all liabilities and obligations at any time arising, accrued, incurred, or existing, whether before or after the Closing, (a) relating to the Assets, (b) constituting property (real and personal) taxes relating to the Sites, and/or (c) pursuant to agreements included in the Assets, including without limitation, the Contracts, the Easements, Ground Leases, the Licenses, and the Tenant Leases including without limitation any rent or other obligation thereunder, regardless of whether the obligation is assignable or whether any third-party consent to assignment is required, but excluding any Organizational Taxes or income taxes that Buyer has not indemnified Seller from and against pursuant to Section 2(g) of this Agreement. Notwithstanding the foregoing, if before Closing, Seller has lost title to any Site due to foreclosure, Buyer shall have no obligation to pay to cure any such foreclosure, and shall assume no liability at all related to any such Site.

"Bankruptcy Order" means a final and non-appealable order of the United States Bankruptcy Court for the Southern District of New York, (or, any court with appellate jurisdiction thereof) which order provides for, among other things, the approval of the transaction contemplated by this Agreement, and the Seller's assumption of the Ground Leases and assignment thereof to Buyer.

"Buyer Bank Approvals" means the Subordination Agreements and any other consents and approvals required under the Buyer Credit Agreements to permit Buyer to execute, deliver, and perform under the Promissory Note and otherwise under this Agreement.

"Buyer Certificate" means a certificate from Buyer to Seller to the effect that each of the conditions specified in Section 6(b)(i)-(vii) is satisfied in all respects.

"Buyer Closing Documents" means the Assignment and Assumptions Agreement, the Buyer Certificate, the Master Lease, the Buyer Bank Approvals, and the Promissory Note Documents.

"Buyer Credit Agreements" means (a) the Promissory Note dated August 6, 2001 in the original principal amount of \$3,250,000 executed by Buyer and payable to the order of Legacy Bank of Texas, as such promissory note may have been extended or renewed, and any related agreements; and (b) the Revolving Line of Credit Agreement, as renewed and extended dated as of August 7, 2001, in the original principal amount of \$2,500,000, by and between Buyer and The Frost National Bank.

"Contracts" means all agreements not otherwise included in the definition of "Assets" hereunder that relate to the use or operation of the Assets, including without limitation monitoring, licensing, use, access, governmental, BLM and similar agreements.



"*Dallas Action*" means the action styled *Corban Communications, Inc. v. Pinnacle Towers, Inc.*, Cause No. 01-9909, in the District Court for the 193rd Judicial District, Dallas County, Texas.

"*Dallas Dismissal Documents*" means the Motion and Agreed Order of Dismissal dismissing the Dallas Action with prejudice in the form attached as Exhibit A to the Settlement Agreement.

"*Deposits*" means the Earnest Money Deposit and the Escrow Deposit.

"*Designated States*" means Texas, Arkansas, Mississippi, Alabama, Georgia, Tennessee, Kentucky, Illinois, Indiana, Ohio, Pennsylvania, Delaware, Florida, and New York.

"*Dismissal Documents*" means the Adversary Proceeding Dismissal Documents, the Dallas Dismissal Documents and the Eviction Dismissal Documents.

"*Easements*" means all easements providing for Seller's use or occupancy of any Site.

"*Escrow Agent*" means Chicago Title Insurance Corporation, a Missouri corporation.

"*Escrow Agreement*" means the escrow agreement between Seller, Buyer, and Escrow Agent entered into simultaneously with this Agreement.

"*Eviction Actions*" means the actions styled: *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (ii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas.

"*Eviction Dismissal Documents*" means the Motion and Agreed Orders dismissing the Eviction Actions with prejudice in the form attached as Exhibits G, H and I to the Settlement Agreement.

"*Ground Leases*" means any ground leases providing for Seller's use or occupancy of any Site.

"*Improvements*" means all improvements, fixtures, machinery, equipment, tangible personal property and other tangible assets located on any Site, including, without limitation, communications towers.



"Licenses" means any licenses, use permits, or similar instruments (excluding Ground Leases) providing for Seller's use or occupancy of any Site.

"Master Lease" means the Master Antennae Site Lease in substantially the form of the attached Exhibit D (and to include Site Schedules and legal descriptions for each Retained Site, excluding Kohrsville, Texas and Plantersville, Texas) to be entered into between Buyer and Seller at the Closing providing for Seller's lease of the Retained Sites (excluding Kohrsville, Texas and Plantersville, Texas) to Buyer on the terms and conditions set forth therein.

"Mutual Releases" means the mutual releases to be executed and delivered to Escrow Agent simultaneously with this Agreement, to be held and disbursed by Escrow Agent subject to and in accordance with the terms of the Escrow Agreement and the Settlement Agreement.

"Organizational Taxes" means state or local taxes, charges and assessments in connection with the incorporation, existence or operation (excluding any taxes based on income) of an entity within the Designated States.

"Owned Real Property" means all real property fee interests in any Site.

"Parties" means the Buyer and the Seller.

"Promissory Note" means the \$800,000 promissory note from Buyer to Seller to be executed and delivered to Seller at the Closing, in substantially the form of the attached Exhibit E.

"Promissory Note Documents" means the Promissory Note, certified copies of Buyer's articles of incorporation, corporate and shareholder resolutions authorizing the Promissory Note and the Buyer Bank Approvals, and a corporate secretary certificate as to the foregoing and as to Buyer's statutory bylaws, all in form and substance reasonably satisfactory to Seller.

"Quitclaim Documents" means (a) the quitclaim deeds to be executed at Closing for each Site constituting Owned Real Property (including improvements thereon) in the form of the attached Exhibit A, and (b) the Assignment and Assumption Agreement to be executed at Closing for the other Assets, in the form of the attached Exhibit B. Seller will include in the Quitclaim Documents any legal descriptions of Sites, Owned Real Property, Ground Leases, Easements, Licenses, and Tenant Leases that are prepared and provided by Buyer no later than the Termination Date. However, Seller will have no obligation to create or otherwise provide legal descriptions or separate Site-specific Assignment and Assumption Agreements.

"QTI Share" means any issued and outstanding share of the common stock of QTI.



"QTI Stock Transfer Documents" means the QTI Shares, the resignations of the existing directors and officers of QTI, and the stock power in the form of the attached Exhibit C.

"Retained Sites" means the sites listed on the attached Schedule 2.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller Bank Approval" means the consent and releases required under the Seller Credit Agreement to permit Seller to perform under this Agreement.

"Seller Credit Agreement" means the Sixth Amended and Restated Credit Agreement among Seller, Bank of America, N.A., as Administrative Agent, and certain other parties dated as of October 31, 2002.

"Seller Certificate" means a certificate from Seller to Buyer to the effect that each of the conditions specified in Section 6(a)(i)-(vii) is satisfied in all respects.

"Seller Closing Documents" means the original Quitclaim Documents, a copy of the Bankruptcy Order, a copy of the Seller Bank Approval, the original Seller Certificate, the QTI Stock Transfer Documents, and the Master Lease.

"Settlement Agreement" means the settlement agreement between Seller and Buyer entered into simultaneously with this Agreement.

"Site(s)" means the sites listed on the attached Schedule 1 and on the attached Schedule 3. The Retained Sites do not constitute "Sites" for any purpose under this Agreement.

"Site Schedules" means Master Lease schedules for each Retained Site (excluding Kohrsville, Texas and Plantersville, Texas) in substantially the form set forth on the attached Exhibit D, with such modifications as are mutually approved by Seller and Buyer in their reasonable discretion.

"Subordination Agreements" means (a) the Intercreditor Agreement between Seller and Legacy Bank of Texas in form and substance reasonably satisfactory to Seller and (b) an intercreditor and/or subordination agreement between Seller and The Frost National Bank in form and substance reasonably satisfactory to Seller; which agreements, in each case, must include the respective lenders' approvals of the Promissory Note.

"Tenant Leases" means the Seller's interest in any tenant leases for space on any Site.

"Termination Date" means February 15, 2003, which date shall be extended by any applicable cure period expressly set forth in this Agreement.



2. *Closing; Purchase and Sale; Certain Covenants.*

(a) *Transaction.* On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell to the Buyer, all of Seller's interest in the QTI Shares and the Assets for the consideration specified below in this Section 2.

(b) *Deposits.*

(i) On the date of this Agreement Buyer will make the following deposits in immediately available funds: (a) \$600,000.00 with Seller (together with all interest thereon the "Earnest Money Deposit") and (b) \$600,000.00 with Escrow Agent (together with all interest thereon, the "Escrow Deposit"). The Deposits shall be applied to the Purchase Price at Closing.

(ii) Notwithstanding anything to the contrary set forth in this Agreement, upon Seller's and Buyer's execution and delivery to Escrow Agent of a certificate (the "Mutual Certificate") that all conditions to Closing set forth in Section 6 have been satisfied or validly waived no later than the Termination Date, the Escrow Agent shall pay the Escrow Deposit to Seller and the Earnest Money Deposit shall be retained by Seller, in satisfaction of the cash portion of the Purchase Price.

(c) *Purchase Price.* At the Closing, the Buyer agrees to pay to the Seller the sum of \$2,120,000.00 (the "Purchase Price") less the aggregate amount of the Deposits paid to Seller prior to or as of the Closing Date as follows:

(i) by delivery to Seller of \$1,320,000.00 cash payable by wire transfer or delivery of other immediately available funds; and

(ii) by delivery to Seller of the Promissory Note Documents. The indebtedness under the Promissory Note shall be subordinate only to the indebtedness of Buyer under the Buyer Credit Agreements.

(d) *The Closing.* The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Holland & Knight, LLP in Tampa, Florida, commencing at 9:00 a.m. local time, on the fifth business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself), but in any event no later than the Termination Date (the "Closing Date").



(e) *Deliveries at the Closing. At the Closing:*

(i) the Seller will deliver to the Buyer (A) the Seller Closing Documents, and (B) any original Site surveys, environmental reports, Ground Leases, Easements, Licenses, Contracts and Tenant Leases that are in Seller's possession;

(ii) the Buyer will deliver to the Seller (A) the Buyer Closing Documents, and (B) the cash portion of the Purchase Price;

(iii) the Buyer and the Seller will deliver to Escrow Agent the Mutual Certificate subject to and in accordance with Section 2(b)(ii);

(iv) Escrow Agent will deliver, in accordance with the Escrow Agreement and Settlement Agreement terms, (A) the Escrow Deposit to the Seller, and (B) the Mutual Releases and the Dismissal Documents to the Seller and the Buyer;

(v) no cash of QTI will be conveyed to Buyer pursuant to this Agreement, and immediately prior to the Closing, the Seller will cause QTI to pay the Seller an aggregate amount equal to all the cash of QTI as of the Closing, and the Seller may cause QTI to make any such payment to it in the form of a dividend or a redemption; and

(vi) pursuant to the Assignment and Assumption Agreement, Seller will quitclaim to Buyer all of Seller's right, title and interest in and to the Assumed Commitments, and Buyer will assume and discharge in accordance with their respective terms the Assumed Commitments.

(vii) Seller will deliver to Legacy Bank of Texas and The Frost National Bank the Subordination Agreements executed by Seller in form and substance satisfactory to Seller in Seller's sole discretion.

(f) *Costs and Other Items.* Buyer shall pay all costs and expenses arising in connection with the transactions contemplated by this Agreement (excluding Seller's professional fees and expenses), including without limitation the following: (1) all documentary stamp or other tax arising in connection with any Seller Closing Documents, (2) all recording costs arising in connection with any Seller Closing Documents, and (3) all fees, costs, and expenses of Escrow Agent pursuant to the Escrow Agreement. Without limiting the foregoing, Seller shall have no obligation to provide or pay for any (i) owner's and lender's title insurance policies, (ii) surveys, or (iii) any third party consents, and Closing shall not be conditioned on Buyer's receipt of any such items. However, the foregoing will not impair Seller's agreement to provide access to such information and records as are described in Section 5(a) hereof. The terms of this Section 2(f) survive the Closing.



(g) *Indemnity; Taxes.*

(i) Seller makes no representation or warranty regarding any property (real and personal) taxes regarding the Assets or QTI, and effective upon the Closing Date, Buyer shall assume, discharge when due, and otherwise be liable for all such property (real and personal) taxes.

(ii) Notwithstanding any provision to the contrary herein, in the Settlement Agreement, in the Mutual Releases or the Dismissal Documents or in any release or in any other document or instrument executed either in connection with the Closing of the transaction contemplated hereby or otherwise, effective upon the Closing Date, Buyer will indemnify, defend and hold harmless Seller and its successors and permitted assigns, directors, officers, shareholders, employees, agents and affiliates (collectively the "Seller Group") from and against any Organizational Tax, income tax, income tax deficiencies, or any interest or penalties applicable thereto, arising out of or attributable to the operation of QTI or the Assets for the following periods: (A) with respect to QTI, for any taxable period before April 29, 2000 or after the Closing Date; and (B) with respect to the Assets, for any taxable period before June 2, 2000 or after the Closing Date

(iii) Notwithstanding any provision to the contrary herein, in the Settlement Agreement, in the Mutual Releases or the Dismissal Documents, or in any release or in any other document or instrument executed either in connection with the Closing of the transaction contemplated hereby or otherwise, effective upon the Closing Date, Seller will indemnify, defend and hold harmless Buyer and its successors and permitted assigns, directors, officers, shareholders, employees, agents and affiliates (collectively the "Buyer Group") from and against any Organizational Tax, income tax, income tax deficiencies, of any interest or penalties applicable thereto, arising out of or concerning the operation of QTI or the Assets (but excluding all of the foregoing with respect to the Additional Sites) for the following periods: (A) with respect to QTI, for any taxable period from April 29, 2000 through and including the Closing Date; and (B) with respect to the Assets, for any taxable period from June 2, 2000 through and including the Closing Date.

(iv) The terms of this Section 2(g) survive the Closing.

(h) *Site Registration, Monitoring and Lighting.* Upon Closing, Buyer will comply with all applicable FCC and FAA laws, regulations and requirements relating to the Sites with respect to registration, monitoring and/or lighting of Improvements on the Sites. The terms of this Section 2(h) survive the Closing.



3. *Representations and Warranties of the Sellers.* EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3, BUYER IS ACQUIRING QTI AND THE ASSETS "AS IS" AND "WHERE IS", WITHOUT REPRESENTATION OR WARRANTY. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OBLIGATION OR LIABILITY, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO THOSE CONCERNING (I) THE NATURE AND CONDITION OF QTI AND THE ASSETS AND THE SUITABILITY OF QTI AND THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT, (II) THE MANNER, CONSTRUCTION, CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS, (III) THE NATURE AND EXTENT, VALIDITY OF, AND/OR COMPLIANCE WITH, ANY AGREEMENTS, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE, (IV) THE COMPLIANCE OF QTI OR ANY ASSETS OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, IT BEING SPECIFICALLY UNDERSTOOD THAT BUYER SHALL HAVE FULL OPPORTUNITY BEFORE CLOSING TO DETERMINE FOR ITSELF THE CONDITION THEREOF, (V) OWNERSHIP, TITLE, OR MARKETABILITY OF TITLE, (VI) THE EXISTENCE OF ANY LIEN, ENCUMBRANCE OR SECURITY INTEREST, (VII) TORT CLAIMS, OBLIGATIONS AND/OR LIABILITIES, AND (VIII) REAL AND PERSONAL PROPERTY OR ORGANIZATIONAL TAXES. THE SALE AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF QTI AND THE ASSETS, ANY IMPROVEMENTS, ANY PERSONAL PROPERTY, OR SOIL, WATER, AIR OR ENVIRONMENTAL CONDITIONS. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING QTI AND THE ASSETS BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS. Subject to the foregoing, the Seller represents and warrants to the Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

(a) *Organization of Seller.* The Seller is duly organized, validly existing, and in good standing under the laws of State of Delaware.

(b) *Authorization of Transaction.* Subject to obtaining the Seller Bank Approval and the Bankruptcy Order: (i) the Seller has full power and authority



execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions; and (iii) the Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(c) *Noncontravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of its charter or bylaws.

(d) *Capitalization of QTI.* The entire authorized capital stock of QTI consists of the QTI Shares. The QTI Shares are the sole issued and outstanding capital stock of QTI. All of the issued and outstanding QTI Shares have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by the Seller.

(e) *No Conveyance.* During the term of Seller's ownership thereof, Seller has not entered into any agreement providing for Seller's voluntary or affirmative conveyance of any material portion of QTI Shares or Assets related to the Sites, or grant of any material lien thereon, except pursuant to the Seller Credit Agreement or any credit agreement predecessor thereto.

4. *Representations and Warranties of the Buyer.* The Buyer represents and warrants to the Sellers that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

(a) *Organization of the Buyer.* The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Buyer has delivered to Seller correct and complete copies of the charter and bylaws of Buyer (as amended to date). None of Buyer and its subsidiaries is in default under or in violation of any provision of its charter or bylaws.

(b) *Authorization of Transaction.* Subject to obtaining the Buyer Bank Approvals: (i) the Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder (including without limitation under the Promissory Note); (ii) this Agreement (including without limitation the Promissory Note) constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions; and (iii) the Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any person, entity, government or governmental agency in order to consummate the transactions contemplated by this Agreement (including



limitation the Promissory Note) pursuant to the Buyer Credit Agreement or otherwise. Without limiting the generality of the foregoing, subject to obtaining the Buyer Bank Approvals, Buyer is authorized to issue the Promissory Note to Seller, and to fully perform thereunder, including without limitation, payment of all amounts required to be paid thereunder.

(c) *Noncontravention.* Subject to obtaining the Buyer Bank Approvals, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including without limitation the Promissory Note), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its charter or bylaws, or (ii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement (including without limitation the Buyer Credit Agreement) to which the Buyer is a party or by which it is bound or to which Buyer or any of its assets or the Promissory Note are subject.

(d) *Promissory Note.* Subject to obtaining the Buyer Bank Approvals, upon consummation of the Closing, the Promissory Note will be duly authorized and validly issued by Buyer in favor of Seller and will be enforceable by Seller against Buyer in accordance with its terms.

(e) *Investment.* The Buyer (i) understands that QTI Shares have not been, and will not be, registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (ii) is acquiring QTI Shares solely for its own account for investment purposes, and not with a view to the distribution thereof, (iii) is an Accredited Investor with knowledge and experience in business and financial matters, (iv) has received sufficient information concerning QTI and the Assets and has had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent in holding QTI Shares and the Assets, and (v) is able to bear the economic risk and lack of liquidity inherent in holding the QTI Shares and the Assets.

5. *Pre-Closing Covenants.*

(a) *Full Access.* The Seller will permit, and the Seller will cause QTI to permit representatives of the Buyer, at the Buyer's sole cost and expense, to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Seller or QTI, to all Sites and to all books, records, contracts, surveys, environmental reports, tax records, certificates of good standing, and documents of or pertaining to QTI and the Assets that are known to Seller and are in Seller's possession at Seller's Sarasota, Florida office. Buyer



expense, may make copies of each of the foregoing items. The Buyer will treat and hold as such any confidential information it receives from the Seller or QTI, in the course of the reviews contemplated hereby, will not use any of such confidential information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, will return to the Seller and QTI all tangible embodiments (and all copies) of the confidential information which are in its possession.

(b) *Seller Bank Approval.* Seller will use commercially reasonable efforts to obtain the Seller Bank Approval and upon execution of this Agreement will use commercially reasonable efforts to seek such Seller Bank Approval.

(c) *Bankruptcy Order.* Seller will use commercially reasonable efforts to procure the Bankruptcy Order and upon execution of this Agreement will use commercially reasonable efforts to seek entry of such Bankruptcy Order. Buyer will use commercially reasonable efforts to cooperate with Seller's efforts to procure such Bankruptcy Order.

(d) *Mutual Releases and the Dismissal Documents.* On the date hereof, the Parties will execute and deliver to Escrow Agent the Mutual Releases and the Dismissal Documents, which will become effective only in accordance with the terms of the Settlement Agreement and Sections 2 and 7 hereof.

(e) *Retained Sites and Master Lease.*

(i) All of the Retained Sites shall be retained by Seller and none of the Retained Sites will be conveyed to Buyer. If any of the Retained Sites are owned by QTI, QTI and the Seller shall be entitled to convey or otherwise transfer the Retained Sites to the Seller or any affiliate thereof at any time before the Closing. No such conveyance or transfer will result in a reduction or other adjustment of the Purchase Price. If Seller reasonably determines that any of the Retained Sites were never conveyed or otherwise transferred from Buyer to Seller, at Closing Buyer will execute any quitclaim documents reasonably requested by Seller to accomplish such transfer to Seller.

(ii) Buyer shall remove all of Buyer's equipment of the same type as described on the attached Exhibit D from the Kohrsville, Texas and Plantersville, Texas Retained Sites no later than ninety (90) days following the Closing Date. If Buyer fails to perform such requirement in addition to all other remedies available to Seller, Seller may remove, store and/or otherwise dispose of such equipment and Buyer shall be liable for all costs and expenses reasonably incurred by Seller in connection therewith. The terms of this Section 5(e)(ii) shall survive the Closing.



(iii) The Retained Sites (excluding Kohrsville, Texas and Plantersville, Texas) shall be leased by Seller to Buyer commencing upon the Closing pursuant to the Master Lease. All equipment described on the attached Exhibit D and located on such Retained Sites as of the Closing Date will be included on the Site Schedules, except that on or before Closing, such equipment descriptions may be modified subject to Seller's and Buyer's approval, in order to identify specific equipment that is actually located on specific Retained Sites, which equipment must be of the same type as set forth on Exhibit D. Buyer will use commercially reasonable efforts to provide on or before Closing the following for each Retained Site (excluding Kohrsville, Texas and Plantersville, Texas) which shall be subject to Seller's reasonable approval: (A) Site Schedules with accurate equipment lists; and (B) legal descriptions.

(f) *Promissory Note.* Buyer will use commercially reasonable efforts to obtain the Buyer Bank Approvals including without limitation giving any notices to third parties, taking of any required corporate action, and obtaining any consents required under the Buyer Credit Agreement or otherwise. Buyer and Seller will use commercially reasonable efforts to obtain the Subordination Agreements no later than January 31, 2003.

(g) *Operation of Sites.* Seller has no obligation with respect to the operation or maintenance of any Site, and without limiting the foregoing, Seller has no obligation to maintain the condition of or keep in good repair, any Site, or to remedy any rent delinquency or otherwise cure any breach regarding any Site or any agreement related thereto. Subject to the foregoing, Seller will forward to Buyer originals or copies of any delinquent tax and rental notices known to Seller regarding any Site that Seller receives between the date of this Agreement and the Closing Date.

6. *Conditions to Obligation to Close.*

(a) *Conditions to Obligation of the Buyer.* The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions only, and is subject to no other conditions, either express or implied:

(i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Seller shall have performed and complied with all of its covenants in Sections 2 and 5 in all material respects as of the Closing Date.



(iii) Seller shall have entered into the Settlement Agreement and such agreement shall remain in effect (unless the Settlement Agreement becomes ineffective due to the actions of Buyer);

(iv) the Seller Bank Approval shall have been obtained;

(v) the Buyer Bank Approvals shall have been obtained;

(vi) the Bankruptcy Order shall have been obtained; and

(vii) the Seller shall have delivered to the Buyer the Seller Certificate.

The Buyer may waive any condition specified in this Section 6(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Obligation of the Seller.* The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject only to satisfaction of the following conditions, and is subject to no other conditions, either express or implied:

(i) the representations and warranties set forth in Section 4 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Buyer shall have performed and complied with all of its covenants in Sections 2 and 5 in all material respects through the Closing;

(iii) Buyer shall have entered into the Settlement Agreement and such agreement shall remain in effect (unless the Settlement Agreement becomes ineffective due to the actions of Seller);

(iv) the Seller Bank Approval shall have been obtained;

(v) the Buyer Bank Approvals shall have been obtained;

(vi) the Bankruptcy Order shall have been obtained; and

(vii) the Buyer shall have delivered to the Seller, the Buyer Certificate.

The Seller may waive any condition specified in this Section 6(b) if it executes a writing so stating at or prior to the Closing.

7. *Termination.*

(a) *By Buyer.*



(i) Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing:

(A) in the event Seller has materially breached its covenants set forth in Section 2(e)(i)(B) or Section 5(a), or has breached any other representation, warranty or covenant (other than those covenants referenced in Section 7(a)(i)(B)) contained in this Agreement in any respect, the Buyer has notified the Seller of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach is provided;

(B) if the Closing shall not have occurred on or before the Termination Date, by reason of the failure of Seller to (1) perform its obligation to deliver the Quitclaim Documents, and the QTI Stock Transfer Documents, (2) procure the Bankruptcy Order, or (3) deliver the Seller Certificate or procure the Seller Bank Approval (unless in each case any such failure results primarily from the Buyer itself breaching any representation, warranty, or covenant contained in this Agreement); or

(C) if the Buyer Bank Approvals have not been obtained on or before January 31, 2003.

(ii) If Buyer validly terminates this Agreement pursuant to:

(A) Section 7(a)(i)(A) or Section 7(a)(i)(B)(1), then Buyer as its sole remedy, shall be entitled to return of the Escrow Deposit (but not the Earnest Money Deposit) and receipt from Escrow Agent of the Mutual Releases and the Dismissal Documents; or

(B) Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3), or Section 7(a)(i)(C), then subject to the terms of the following sentence, Buyer, as its sole remedy, shall be entitled to either: (1) return to Buyer of the Escrow Deposit and the Earnest Money Deposit, in which event the Mutual Releases and Dismissal Documents shall be of no force or effect and shall be destroyed as provided in the Settlement Agreement; or (2) return to Buyer of the Escrow Deposit (but not the Earnest Money Deposit) and Escrow Agent's disbursement to Buyer and Seller of the Mutual Releases and the Dismissal Documents. Seller in its sole discretion shall have the option to select which of the foregoing remedies shall apply, by providing notice to Buyer of the elected remedy no later than ten (10) days after the Termination Date.



(iii) The Earnest Money Deposit shall not be refunded to Buyer under any circumstance pursuant to this Section 7(a), except upon the valid termination of this Agreement by Buyer pursuant to Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3), or Section 7(a)(i)(C) and Seller's election of the remedy set forth in Section 7(a)(ii)(B)(1).

(iv) If, upon the valid termination of the Agreement by Buyer pursuant to Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3), or Section 7(a)(i)(C), Seller does not affirmatively elect either of the remedies set forth in Section 7(a)(ii)(B)(1) or 7(a)(ii)(B)(2) within ten (10) days after the Termination Date, Seller will be deemed to have elected the remedy set forth in Section 7(a)(ii)(B)(1).

(b) *By Seller.*

(i) Seller may terminate this Agreement by giving written notice to the Buyer at any time prior to the Closing:

(A) in the event Buyer has breached any representation, warranty, or covenant (other than those covenants referenced in Section 7(b)(i)(B)) contained in this Agreement in any respect, the Seller has notified the Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach is provided; or

(B) if the Closing shall not have occurred on or before the Termination Date, by reason of the failure of any condition precedent under (1) Section 6(b)(i), (ii), or (iii) hereof, or (2) Section 6(b)(iv), (v), (vi) or (vii) hereof (unless in each case the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement).

(ii) If Seller validly terminates this Agreement pursuant to :

(A) Section 7(b)(i)(A) or Section 7(b)(i)(B)(1), then Seller, as its sole remedy (but without limiting any rights, claims and remedies of Seller that exist other than pursuant to this Agreement), shall be entitled to retain the Earnest Money Deposit as liquidated damages, and the Escrow Deposit shall be returned to Buyer, in which event the Mutual Releases and Dismissal Documents shall be of no force or effect and shall be destroyed as provided in the Settlement Agreement; or

(B) Section 7(b)(i)(B)(2), then subject to the terms of the following sentence, Seller, as its sole remedy, shall be entitled to



either (1) return to Buyer of the Escrow Deposit and the Earnest Money Deposit, in which event the Mutual Releases and Dismissal Documents shall be of no force or effect and shall be destroyed as provided in the Settlement Agreement, or (2) retain the Earnest Money Deposit as liquidated damages, return to Buyer of the Escrow Deposit, and Escrow Agent's disbursement to Buyer and Seller of the Mutual Releases and Dismissal Documents. Seller in its sole discretion shall have the option to select which of the foregoing remedies shall apply, by providing notice to Buyer of the elected remedy no later than ten (10) days after the Termination Date.

(iii) The Earnest Money Deposit shall not be refunded to Buyer under any circumstance pursuant to this Section 7(b), except upon valid termination of this Agreement by Seller pursuant to Section 7(b)(i)(B)(2) and Seller's election of the remedy set forth in Section 7(b)(ii)(B)(1).

(iv) If upon the valid termination of this Agreement by Seller pursuant to Section 7(b)(i)(B)(2), Seller does not affirmatively elect either of the remedies set forth in Section 7(b)(ii)(B)(1) or Section 7(b)(ii)(B)(2) within ten (10) days after the Termination Date, Seller will be deemed to have elected the remedy set forth in Section 7(b)(ii)(B)(1).

(c) *No Additional Remedies.* Except for the remedies expressly provided above, no remedies, including without limitation, damages or specific performance shall be available to either Party under this Agreement. Except to the extent barred by the Mutual Releases, if effective, upon any valid termination of this Agreement, the Parties will be entitled to pursue any remedies available to them other than pursuant to this Agreement.

8. *Miscellaneous.*

(a) *Representations and Warranties.* None of the representations and warranties of Seller contained in Section 3 above shall survive the Closing hereunder, except that Seller's representation set forth in Section 3(e) shall survive the Closing hereunder. All of Buyer's representations and warranties set forth in Section 4 above shall survive the Closing hereunder and shall continue in full force and effect forever thereafter (subject to applicable statutes of limitation).

(b) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the Buyer and the Seller. On or before Closing, Buyer may assign its rights



this Agreement to any wholly owned subsidiary of Buyer that is not the subject of any bankruptcy or reorganization or similar proceedings, but in any event, as a condition to any such assignment Buyer shall not be released from its obligations under this Agreement, and shall and hereby does give and make in favor of Seller its unconditional, unlimited and continuing guarantee of any and all obligations under this Agreement, the Settlement Agreement, the Mutual Releases, the Dismissal Documents, the Assignment and Assumption Agreement, the Promissory Note and all other related documents and agreements (excluding tort liabilities related to the Sites), which guaranty shall survive the Closing. Notwithstanding anything to the contrary set forth herein, under no circumstance shall Buyer be entitled to assign its obligations under this Agreement or any related document, including without limitation the Promissory Note, the Dismissal Documents and the Mutual Releases.

(c) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) *Notices.* All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller: Pinnacle Towers Inc.
301 North Cattlemen Road
Suite 300
Sarasota, Florida 34232
941-364-8886 (telephone)
941-364-8761 (fax)
Attn: Evan Berlin, Esq.



If to the Buyer: Corban Communications, Inc.
 901 Jupiter Road
 Plano, Texas 75074
 972-633-4660 (telephone)
 972-633-4662 (fax)
 Attn: Henry A. Thomas

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(f) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(g) *Amendments and Waivers.* No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(i) *Expenses.* Each of the Buyer and the Seller will bear its own professional fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby. Each Party agrees to pay the costs and expenses, including reasonable attorney's fees, incurred by the prevailing Party in any litigation or other proceeding to enforce or interpret this Agreement.

(j) *Incorporation of Exhibits and Schedules.* The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

**CORBAN
COMMUNICATIONS, INC.,**
a Texas corporation

By: _____
Henry A. Thomas
President and Chief
Executive Officer

SELLER:

PINNACLE TOWERS INC., a
Delaware corporation

By: _____
Evan N. Berlin
Vice President and
General Counsel

TPA1 #1260846 v13



**SCHEDULE 1
SITE LIST**

**Pinnacle Towers, Inc.
262 Corban Sites to be Relinquished (in Pinnacle Database)
As of 12/19/02**

	<u>PTI#</u>	<u>CCL#</u>	<u>Multi- tower Site PTI Cross Ref #</u>	<u>SiteName</u>	<u>St</u>	<u>Latitude</u>	<u>Longitude</u>
1	0520-144	1603		Rapid City	SD	44-05- 11.50	103-11- 18.90
2	0417-096	5962		Athens (TX)	TX	32-12- 12.78	095-50- 58.01
3	0520-042	0303		Stockton	CA	37-56- 42.85	121-15- 50.54
4	0520-143	1802		ML Coolidge	SD	43-44- 43.00	103-28- 52.00
5	0520-105	0105		Akron	CO	40-14- 16.50	103-23- 52.70
6	0520-001	0133		Bald Hill	WA	47-51- 20.00	122-03- 32.30
7	0520-087	0807		Baldy Mtn.	MT	46-28- 37.10	111-15- 13.40
8	0417-076	5767		West Jefferson	OH	39-53- 10.10	083-19- 17.40
9	0417-103	5953		Cusseta Mountain	TX	33-10- 18.60	094-27- 28.80
10	0520-027	0359		Cedar Creek	CA	40-46- 42.58	121-50- 00.16
11	0520-007	0114		Rattlesnake Hills	WA	46-29- 10.06	119-59- 27.81
12	0520-095	0826		Little Belts	MT	46-44- 37.80	109-56- 45.70
13	0520-087	0833		Sarpy	MT	45-50- 21.24	106-54- 18.32
14	0520-160	1014	0520-124	Waterdog Peak	CO	38-23- 15.00	108-40- 28.00
	0520-124	1014	0520-124	Waterdog Peak	CO	38-23- 15.40	107-40- 28.70
15	0520-094	0824		Greycliff	MT	45-55- 38.90	109-26- 46.80
16	0520-060	0630		Logan Passive (Castle Rock)	UT	41-45- 13.50	111-46- 26.60
17	0520-089	0822		Bozeman Pass	MT	45-38- 55.00	110-47- 51.00
18	0520-116	1016		McMilliam Passive	CO	37-52- 49.00	107-41- 21.00
19	0520-035	0388		Redding Passive	CA	40-34- 44.31	122-25- 11.78
20	0520-112	1018		Glenwood Passive	CO	39-33- 24.00	107-19- 18.00



**Exhibit A to
Pritchard Affidavit**

21	0520-030	0379	Heavenly Valley Passive (Sherman Way)	CA	38-55-38.86	119-55-54.29
22	0417-093	5899	La Vergne Junction	TN	36-02-00.70	086-36-54.40
23	0520-062	0644	Ensign Peak	UT	40-48-28.60	111-63-25.00
24	0520-092	0837	Glendive Knob	MT	47-03-10.00	104-40-20.20
25	0520-088	0811	Blackhorse	MT	47-35-44.00	111-20-22.60
26	0520-063	0645	Hertiman (W13100 St S)	UT	40-31-03.89	112-00-54.29
27	0520-016	0216	Mount Harris	OR	45-26-23.80	117-53-36.82
28	0520-098	0836	Terry	MT	46-43-47.56	105-21-59.49
29	0417-073	5764	Steels Corner	OH	41-10-57.80	081-31-27.70
30	0417-010	5780	Tuscumbia	AL	34-40-46.66	087-54-35.27
31	0417-068	5760	Mount Liberty	OH	40-20-16.40	082-37-24.50
32	0520-041	0319	St. John Mtn.	CA	39-26-02.33	122-41-35.76
33	0417-009	5784	Rainbow Mtn	AL	34-48-35.28	086-44-20.10
34	0520-017	0017	Mount Yoncalla	OR	43-38-19.59	123-19-38.27
35	0520-128	1517	Curtis	NE	40-52-12.80	100-26-12.70
36	0417-087	5855	Philadelphia Junction	PA	39-50-01.20	075-29-18.30
37	0520-107	1064	Buck Creek Passive	CO	39-40-36.50	106-29-23.20
38	0417-014	5877	Kearney Junction	AR	34-28-06.00	092-10-26.00
39	0520-102	0904	Copper Mtn.	WY	43-26-15.50	107-59-52.58
40	0520-125	1504	Angara	NE	41-46-11.10	102-58-44.50
41	0520-104	0931	Teton Pass Passive	WY	43-30-15.00	110-57-06.00
42	0417-078	5845	Altoona Junction	PA	40-21-56.60	078-33-42.60
43	0520-065	0632	Jones Ridge (Skyline Dr.)	UT	39-50-53.70	111-19-51.40
44	0520-115	1015	Silverton	CO	37-52-26.00	107-40-11.00
45	0520-147	1905	Tabor	IA	40-56-56.40	095-45-30.70

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46	0417-046	5970		Covington Junction	KY	39-02-41.80	084-28-66.70
47	0520-013	0234		Deerhorn	OR	44-02-21.09	122-43-54.45
48	0520-135	1515		North Platte	NE	40-52-19.70	101-04-33.80
49	0417-113	5924		Legarto	TX	28-07-32.00	097-55-38.00
50	0417-125	5925		Robstown	TX	27-49-19.40	097-46-34.00
51	0417-095	5928		Armstrong (TX)	TX	28-53-05.00	097-46-40.00
52	0417-005	5789		Indian Mountain	AL	33-57-53.90	085-26-43.40
53	0520-008	0113		Satus Peak	WA	48-15-26.00	120-45-07.00
54	0520-111	1026		Fl. Morgan	CO	40-01-45.70	103-58-32.30
55	0520-142	1637		Lona Well	SD	43-07-43.00	103-20-31.40
56	0520-171	0207	0520-171	Scappoose	OR	45-46-55.43	123-00-05.48
	0520-020	0207	0520-171	Scappoose	OR	45-46-55.36	123-00-05.77
57	0520-177	0213	0520-022	Spout Springs	OR	45-44-49.35	118-02-15.71
	0520-200	0213	0520-022	Spout Springs	OR	45-44-10.58	117-58-36.73
	0520-022	0213	0520-022	Spout Springs	OR	45-44-49.35	118-02-15.71
58	0417-114	5921		Leming	TX	29-07-39.00	098-25-56.30
59	0417-092	5897		Goodlettsville	TN	36-20-45.20	086-40-03.50
60	0520-130	1518		Elwood	NE	40-35-06.30	099-52-24.60
61	0520-072	0601		Roan Cliffs	UT	38-26-32.70	109-09-68.20
62	0520-152	2008		Savannah	MO	39-55-12.51	094-31-41.57
63	0417-031	5802		Monee	IL	41-26-22.80	087-44-29.30
64	0417-035	5820		Highland	IN	39-48-44.20	087-24-06.50
65	0520-103	0909		Teton Pass	WY	43-29-24.30	110-57-18.50
66	0520-085	0705		Monida Pass	ID	44-30-58.10	112-10-47.50
67	0520-127	1529		Berea	NE	42-11-35.80	102-52-45.10
68	0417-015	5882		Oneida	AR	34-26-04.00	080-47-00.00
69	0417-042	5973		Barock	KY	37-22-14.90	086-41-08.80
70	0520-049	0422		Fish Creek	NV	40-10-43.18	117-24-22.64

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71	0417-079	5840	Beaver (PA)	PA	40-35- 26.10	080-26- 09.30
72	0417-074	5753	Swan Lake	OH	38-21- 13.44	084-24- 55.32
73	0417-082	5848	Clarks Knob	PA	40-02- 55.30	077-44- 59.30
74	0417-077	5750	Yankeetown	OH	38-55- 51.42	084-43- 46.48
75	0417-088	5844	Johnstown	PA	40-22- 14.77	078-58- 56.00
76	0417-131	5908	Shiro	TX	30-39- 51.50	085-46- 34.30
77	0520-082	0728	Harrison Mtn.	ID	42-20- 07.00	113-36- 22.50
78	0520-140	1522	Sutton (CR 1)	NE	40-40- 21.80	097-50- 41.70
79	0417-024	5892	Mableton (GA)	GA	33-45- 39.51	084-31- 33.89
80	0520-037	0363	Rumsey	CA	38-53- 13.81	122-10- 46.30
81	0520-046	0423	Argenta	NV	40-36- 49.23	116-41- 15.12
82	0417-001	5786	Albertsville	AL	34-20- 15.33	086-06- 42.75
83	0417-050	5971	Franklin (KY)	KY	35-40- 10.50	086-40- 01.30
84	0520-011	0232	Bald Peter	OR	44-23- 55.52	122-51- 51.38
85	0417-047	5974	Easton Junction	KY	37-42- 42.70	086-38- 42.90
86	0520-039	0362	Sites	CA	39-17- 07.06	122-20- 16.01
87	0520-126	1525	Beaver Crossing	NE	40-45- 20.20	097-10- 36.50
88	0520-113	1024	Grand Jct CATV	CO	39-01- 07.30	108-31- 45.20
89	0417-043	5976	Bewleyville	KY	37-48- 30.90	086-14- 23.80
90	0417-053	5979	Shelbyville	KY	38-18- 25.74	085-15- 35.21
91	0520-134	1507	Manchester	NE	42-38- 01.53	103-06- 07.56
92	0417-065	5761	Jelloway	OH	40-33- 33.40	082-15- 53.20
93	0417-071	5762	Reedsburg	OH	40-48- 37.00	082-04- 27.00
94	0417-116	5836	Macedonia	TX	30-15- 58.10	094-53- 13.50
95	0520-018	0236	Red Butte	OR	43-09- 56.23	122-52- 51.62
96	0417-008	5782	Moulton	AL	34-26- 33.77	087-13- 22.19
97	0520-070	0612	Pilot Range	UT	41-17- 36.20	114-00- 46.10
98	0417-094	5895	Petersburg	TN	35-21- 13.10	086-32- 15.10

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99	0417-058	5860	Hemin	MS	34-26- 53.52	090-25- 32.44
100	0417-100	5901	Bryan Street	TX	32-47- 55.27	096-46- 42.74
101	0417-007	5781	Littleville	AL	34-35- 53.40	087-36- 20.70
102	0520-079	0701	Bust (Curlew Nail, Grassland)	ID	42-16- 43.60	112-34- 21.00
103	0417-003	5788	Fisk	AL	34-59- 26.20	086-37- 59.90
104	0520-132	1524	Lincoln (N 134th St.)	NE	40-50- 58.60	096-32- 58.10
105	0520-148	2007	Gulford	MO	40-14- 25.47	094-36- 37.47
106	0417-132	5915	Smithville	TX	30-05- 17.30	097-10- 28.40
107	0417-048	5984	Fiskburg	KY	38-48- 28.50	084-30- 04.40
108	0417-138	5870	Taxarkana	AR	33-23- 33.00	093-56- 37.00
109	0417-012	5879	Culler	AR	34-42- 37.00	091-52- 23.00
110	0417-011	5873	Chidester	AR	33-44- 17.00	093-01- 22.00
111	0417-017	5881	Ragtown	AR	34-32- 52.00	091-07- 52.00
112	0417-018	5880	Rocroe	AR	34-44- 16.00	091-26- 57.00
113	0417-019	5872	Rosston	AR	33-35- 44.00	093-20- 31.00
114	0417-020	5871	Spring Hill	AR	33-34- 13.00	093-38- 41.00
115	0417-021	5875	Tulip	AR	34-06- 47.00	092-39- 48.00
116	0417-008	5787	Leesburg (AL)	AL	34-11- 18.10	085-48- 11.33
117	0520-071	0610	Promontory	UT	41-45- 21.80	112-32- 43.70
118	0520-074	0641	Weber	UT	41-06- 40.80	111-55- 30.50
119	0417-060	5866	Jonestown	MS	34-50- 56.38	088-42- 09.85
120	0417-057	5861	Cottonville	MS	34-39- 58.70	090-11- 00.00
121	0520-069	0638	Park Valley	UT	41-48- 51.40	113-18- 13.30
122	0520-138	1514	Gering	NE	41-49- 13.00	103-39- 34.70
123	0417-072	5756	Selma	OH	39-47- 49.00	083-39- 06.00
124	0520-114	1021	Grand Junction 2	CO	39-03- 28.90	108-25- 52.90
125	0417-056	5863	Byhalla	MS	34-45- 47.00	089-49- 05.00

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126	0520-084	0636	Lucen (NW of Jon	UT	41-27- 35.70	114-01- 61.00
127	0417-075	5767	Wattsville	OH	40-35- 36.50	080-54- 57.10
128	0417-013	5874	Holmes	AR	33-51- 25.00	092-41- 27.00
129	0417-133	5806	South Salem	TX	31-15- 56.26	096-04- 23.06
130	0520-090	0839	Fox Creek	MT	47-42- 44.00	104-21- 23.00
131	0417-122	5913	Philipsburg	TX	30-06- 35.20	096-23- 06.10
132	0520-123	1018	Tamarack Ranch	CO	40-46- 51.10	102-42- 43.40
133	0520-081	0723	Hamer	ID	43-56- 30.80	112-11- 49.00
134	0417-137	5905	Teague	TX	31-37- 16.10	096-14- 29.00
135	0417-101	5903	Chatfield	TX	32-13- 48.98	096-24- 56.67
136	0417-134	5904	St. Elmo	TX	31-56- 13.85	096-09- 47.09
137	0417-067	5769	Middletown (OH)	OH	39-31- 54.02	084-32- 55.71
138	0417-080	5849	Blossville	PA	40-14- 37.20	077-18- 06.10
139	0417-025	5808	Armstrong	IL	40-18- 43.70	067-52- 39.00
140	0417-029	5804	Herscher	IL	41-04- 21.90	088-04- 36.20
141	0417-117	5907	Madisonville (TX)	TX	30-57- 36.80	095-59- 35.90
142	0417-089	5843	Shady Plain	PA	40-34- 08.00	079-28- 59.00
143	0520-110	1033	Eagle Point	CO	40-28- 46.40	103-05- 40.60
144	0520-010	0136	Sumas	WA	48-56- 52.53	122-14- 27.83
145	0520-139	1501	Sidney	NE	41-03- 09.10	102-58- 37.00
146	0417-091	5896	Eagleville	TN	35-44- 27.40	086-30- 08.02
147	0520-077	0727	Castleford	ID	42-30- 41.10	115-01- 23.70
148	0417-105	5922	Fishing	TX	28-49- 27.20	098-09- 53.90
149	0417-032	5801	South Chicago	IL	41-45- 26.40	087-41- 03.20
150	0417-138	5912	Waller	TX	30-06- 43.30	095-57- 34.50
151	0520-149	2010	Lawson	MO	39-24- 25.84	094-10- 57.91
152	0520-145	1904	Blanchard	IA	40-37- 07.23	095-15- 36.00
153	0520-133	1543	Lost Creek	NE	40-35- 13.50	099-04- 54.40

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154	0520-150	2008	Maryville	MO	40-25- 21.07	094-54- 34.27
155	0520-129	1526	Dalton	NE	41-23- 04.70	103-04- 11.90
156	0417-037	5828	Markleville	IN	39-57- 12.50	085-31- 58.30
157	0417-038	5822	North Salem	IN	39-53- 35.60	086-41- 21.40
158	0417-066	5827	Losantville	IN	40-01- 18.10	085-09- 30.80
159	0417-081	5847	Broad Top City	PA	40-12- 13.50	078-08- 42.00
160	0520-137	1521	Rosedale	NE	40-43- 35.80	098-26- 03.60
161	0417-034	5829	Elizabeth (IN)	IN	38-05- 08.80	085-56- 36.08
162	0417-049	5980	Frankfort Junction	KY	38-13- 13.80	084-54- 27.10
163	0520-038	0352	Signal Peak	CA	39-20- 19.24	120-32- 09.51
164	0520-136	1516	Ogallala	NE	41-09- 44.80	101-38- 27.00
165	0417-064	5763	Doylestown	OH	40-59- 06.20	081-41- 33.90
166	0520-099	0602	Bruhn Point	UT	39-38- 41.10	110-20- 52.00
167	0417-130	5828	Sanita	TX	27-12- 23.00	087-47- 12.70
168	0417-055	5867	Burnsville	MS	34-44- 24.30	088-16- 44.50
169	0417-045	5978	Brownsboro	KY	38-21- 58.70	085-32- 24.80
170	0417-121	5923	Oakville (TX)	TX	28-27- 59.90	098-02- 27.20
171	0520-021	0229	Silverton	OR	44-59- 36.88	122-41- 36.72
172	0417-059	5864	Holly Springs	MS	34-47- 48.60	089-24- 43.20
173	0417-120	5947	Mount Sylvan	TX	32-28- 10.68	095-28- 56.28
174	0417-039	5825	Olio	IN	39-58- 16.30	085-57- 55.60
175	0417-028	5806	Elliott Junction	IL	40-26- 36.00	088-17- 31.00
176	0417-033	5809	Danville	IL	40-10- 23.00	087-33- 28.00
177	0417-063	5751	Brookville	OH	39-49- 14.50	084-21- 41.60
178	0417-098	5954	Bloomburg	TX	33-08- 03.40	094-02- 53.80
179	0417-107	5951	Gilmer	TX	32-42- 10.48	094-58- 22.38
180	0520-066	0646	Lead Mtn.	UT	41-15- 21.60	112-28- 46.80
181	0520-122	1017	Sunlight Peak	CO	38-25- 39.60	107-22- 51.90

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182	0520-006	0134	Mt. Washington	WA	48-20-38.81	122-10-41.69
183	0417-126	5914	Round Top	TX	30-00-21.40	086-46-58.30
184	0520-044	0347	Sunol Ridge	CA	37-38-46.18	121-56-56.29
185	0417-140	5930	Yuma	TX	26-34-03.70	097-46-19.80
186	0417-118	5919	Marion	TX	29-35-51.00	088-11-52.00
187	0520-005	0117	Jump Off Joe Butte	WA	46-08-14.00	119-07-40.00
188	0417-090	5853	Truce	PA	39-53-05.07	076-14-27.81
189	0520-014	0237	Florence Rock	OR	42-43-43.42	122-36-28.95
190	0520-120	1013	Monarch Pass	CO	39-29-47.20	106-19-09.60
191	0520-080	0702	East Butte (Grant St.)	ID	43-30-03.40	112-39-45.00
192	0417-061	5862	Memphis Junction	MS	34-57-55.30	090-04-01.10
193	0417-023	5891	Hulett	GA	33-36-20.45	084-54-23.83
194	0417-119	5846	Martin Mills	TX	32-26-55.65	095-51-24.38
195	0520-028	0361	Coming	CA	39-50-38.64	122-11-44.23
196	0417-115	5916	Lytton Springs	TX	30-02-02.90	097-33-37.90
197	0520-043	0349	Sunnybrook	CA	38-21-06.36	120-47-33.12
198	0417-104	5931	Edecouch	TX	26-18-39.50	097-57-40.30
199	0417-106	5944	Fomey	TX	32-45-28.00	096-26-01.00
200	0417-036	5823	Indianapolis Junction	IN	39-56-53.80	086-21-47.70
201	0520-101	0913	Cedar Mtn.	WY	44-29-46.60	109-09-16.70
202	0417-124	5935	Porter	TX	30-05-00.60	095-10-57.60
203	0417-030	5803	Manhattan	IL	41-28-13.70	087-58-55.90
204	0417-041	5972	Auburn	KY	37-01-45.00	086-42-42.80
205	0417-099	5942	Bryan	TX	30-40-26.60	095-22-20.60
206	0417-110	5952	Iron Mountain	TX	33-02-25.40	094-44-52.40
207	0417-129	5937	Saratoga	TX	30-17-14.50	094-27-21.60
208	0520-100	0804	XL Heights	MT	46-00-26.70	112-26-31.90
209	0520-078	0724	Conner	ID	43-30-35.40	116-09-28.30

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210	0520-029	0364	Davis	CA	38-39- 19.00	121-43- 09.00
211	0520-073	0639	Snowville	UT	41-59- 00.00	112-44- 51.80
212	0520-024	0357	Antelope Mtn.	CA	41-36- 31.00	122-37- 32.00
213	0520-119	1028	Julesburg	CO	40-56- 17.80	102-13- 36.20
214	0520-146	1903	Randolph	IA	40-50- 40.10	095-28- 50.40
215	0417-069	5755	New Carlisle	OH	39-57- 08.00	083-58- 18.00
216	0520-051	0421	Lone Mtn.	NV	40-18- 44.50	118-09- 36.90
217	0520-055	0406	Slide Mtn.	NV	39-18- 46.20	119-53- 03.85
218	0520-033	0353	Martie	CA	39-17- 39.48	120-02- 37.88
219	0520-019	0228	Rocky Butte	OR	45-32- 25.85	122-33- 54.97
220	0520-003	0135	Galbraith	WA	48-42- 29.51	122-23- 34.93
221	0520-068	0647	Monument Peak	UT	41-46- 35.90	112-48- 19.20
222	0417-052	5993	Owerton	KY	38-34- 30.80	084-49- 21.70
223	0417-044	5986	Brannon	KY	37-57- 29.80	084-34- 12.20
224	0520-141	1527	Wahoo	NE	41-15- 52.20	096-27- 37.10
225	0520-031	0360	Hooker (Hickman Lane)	CA	40-17- 01.53	122-16- 49.09
226	0520-108	1007	Methodist Mt.	CO	38-26- 47.50	106-00- 42.00
227	0520-032	0351	Howell Mtn.	CA	39-04- 03.86	120-58- 08.51
228	0520-067	0637	Lynn	UT	41-48- 50.30	113-46- 03.80
229	0417-136	5945	Stubbs	TX	32-24- 27.88	096-17- 10.42
230	0520-054	0426	Rocky Point	NV	41-07- 19.06	114-34- 05.22
231	0520-056	0420	Trinity Peak	NV	40-10- 20.08	118-43- 22.34
232	0417-082	5766	Alliance	OH	40-53- 52.50	081-12- 36.20
233	0417-070	5769	Orange	OH	40-08- 43.80	083-00- 16.50
234	0417-135	5948	Starrville	TX	32-27- 25.00	095-08- 19.00
235	0417-065	5850	Harrisburg Junction	PA	40-10- 31.10	076-51- 49.50
236	0520-151	2009	Plattsburg	MO	39-34- 22.29	094-20- 34.63
237	0520-053	0418	Peavine Peak	NV	39-34- 42.47	119-56- 50.80

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238	0417-128	5918	San Marcos	TX	29-49- 62.20	087-53- 30.90
239	0520-047	0425	Deeth	NV	41-04- 57.22	115-16- 04.29
240	0417-111	5927	Kingsville	TX	27-30- 46.60	097-52- 12.50
241	0417-027	5805	Chatsworth	IL	40-44- 46.70	088-18- 57.80
242	0520-036	0350	Rio Linda	CA	38-46- 08.11	121-31- 29.08
243	0520-083	0707	Kinport	ID	42-48- 30.20	112-29- 12.60
244	0520-061	0617	Copperton	UT	40-37- 28.90	112-03- 52.30
245	0520-106	1001	Almagra Mtn.	CO	38-46- 20.80	104-59- 34.40
246	0520-040	0358	Soda Creek	CA	41-13- 38.66	122-14- 27.54
247	0520-026	0348	Brushy Peak	CA	37-45- 41.84	121-41- 24.31
248	0520-058	0640	Bothwell (I- 84)	UT	41-48- 59.50	112-21- 06.60
249	0520-121	1056	Russellville	CO	39-22- 23.78	104-40- 52.22
250	0417-054	5865	Ashland (MS)	MS	34-51- 10.20	089-03- 27.30
251	0520-034	0302	Mount Vaca	CA	38-24- 54.46	122-06- 55.74
252	0417-102	5902	Crandall	TX	32-34- 34.82	096-25- 43.54
253	0417-040	5821	Waveland	IN	39-52- 37.40	087-06- 00.40
254	0520-075	0642	Salt Lake City	UT	40-46- 10.90	111-55- 26.50
255	0520-060	0424	Grindstone	NV	40-42- 01.53	115-54- 08.03
256	0520-118	1058	Hoosier Pass	CO	38-21- 43.00	106-03- 09.00
257	0520-023	0238	Table Mtn.	OR	42-11- 52.80	122-28- 34.41
258	0520-117	1055	Horsecreek	CO	39-58- 27.00	104-32- 10.00
259	0417-022	5890	Buchanan	GA	33-54- 04.40	085-11- 01.40
260	0520-009	0101	Silver Lake	WA	48-15- 17.80	122-50- 59.80
261	0520-091	0814	Garnet Knoll	MT	48-42- 10.70	112-52- 54.80
262	0520-057	0419	Virginia Peak	NV	39-45- 03.44	119-27- 37.68



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**SCHEDULE 2
RETAINED SITE LIST**

**Pinnacle Towers Inc.
20 Sites to be Retained by Pinnacle
As of 12/19/02**

	<u>PTL#</u>	<u>CCI #</u>	<u>SiteName</u>	<u>St</u>	<u>Latitude</u>	<u>Longitude</u>
1	0417-083	5854	Glen Run	PA	39-56-29.40	076-57-00.90
2	0520-015	0228	Mount Defiance	OR	45-38-55.66	121-43-20.82
3	0520-099	0803	Whitehall	MT	45-55-25.90	112-01-22.10
4	0520-052	0429	New Wells	NV	41-11-49.80	114-58-36.30
5	0520-048	0414	Elko Mtn.	NV	40-53-40.05	115-37-49.71
6	0417-088	5841	Pittsburg Junction	PA	40-40-36.70	079-58-15.90
7	0520-004	0108	Goodhoe Hills	WA	45-46-43.50	120-33-30.50
8	0417-123	5809	Plantersville	TX	30-19-29.40	095-50-27.10
9	0520-131	1519	Kearney	NE	40-29-20.40	088-05-00.30
10	0520-084	0709	Lower Blossom	ID	47-40-12.21	118-58-26.53
11	0520-096	0835	Miles City	MT	46-25-38.30	105-52-28.70
12	0520-086	0801	Armstead	MT	44-55-24.90	112-55-48.20
13	0417-004	5783	Hartselle Junction	AL	34-24-27.20	086-48-12.10
14	0520-093	0829	Greeno	MT	45-32-20.00	108-38-09.00
15	0417-084	5852	Hellam Hills	PA	40-02-07.61	078-37-18.10
16	0520-109	1025	Colorow	CO	39-43-50.00	105-14-59.00
17	0520-025	0372	Bald Mtn.	CA	38-64-13.12	120-42-17.61
18	0417-112	5910	Kohrville	TX	30-01-09.80	095-35-56.80
19	0520-045	0325	Ward Peak	CA	39-09-00.61	120-14-54.36
20	0520-002	0102	Capitol Peak	WA	46-58-30.00	123-08-20.80

**Exhibit A to
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SCHEDULE 3
ADDITIONAL SITE LIST

Pinnacle Towers, Inc.
89 Corban Sites (not in Pinnacle Database)
As of
12/19/02

<u>PTL#</u>	<u>CCI#</u>		<u>SiteName</u>	<u>St</u>
1	110	Dup CCI	YAKIMA SHOP	WA
2	110	Dup CCI	YAKIMA TERM	WA
3	121		KENT SHOP	WA
4	127		SPOKANE TERM	WA
5	138		BELLINGHAM TERM	WA
6	143		SEATTLE WESTIN TERM	WA
7	208	Dup CCI	PORTLAND TERM	OR
8	222		MEDFORD TERM	OR
9	230		SALEM TERM	OR
10	231		EUGENE SHOP	OR
11	233		EUGENE TERM	OR
12	301		SAN FRANCISCO425 MKT. TERM	CA
13	304	Dup CCI	SACRAMENTO 2	CA
14	304	Dup CCI	SACRAMENTO 770 L TERM	CA
15	305		SACRAMENTO SHOP	CA
16	366		REDDING SHOP	CA
17	367		REDDING TERM	CA
18	413		ELKO SHOP	NV
19	415	Dup CCI	RENO TERM	NV
20	628		SALT LAKE CITY SHOP	UT
21	650		TREMONTON SHOP	UT
22	710		COUER d'Alene TERM	ID
23	712		BOISE SHOP	ID
24	713		BOISE TERM	ID
25	726		BENNETT MT.	ID
26	736	Dup CCI	POCATELLO TERM	ID
27	813		BOZEMAN TERM	MT
28	821		BOZEMAN SHOP	MT
29	841		BILLINGS TERM	MT
30	850	Dup CCI	HELENA TERM	MT
31	851		MISSOULA TERM	MT
32	852		MISSOULA SHOP	MT
33	896		BILLINGS SHOP	MT
34	922		COLORADO SPRINGS SHOP	OH
35	925		CASPER SHOP	WY
36	926		CASPER TERM	WY
37	1027		STERLING SHOP	CO
38	1070		DENVER TOC TERM	CO
39	1071		DENVER SHOP	CO
40	1089		BRECKENRIDGE	CO
41	1093		SPOKANE SHOP	WA
42	1098		GRAND JCT. SHOP	CO
43	1520		GRAND ISLAND SHOP	NE
44	1523		GRAND ISLAND TERM	NE
45	1528		QMAHA TERM	NE

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46	1530		OMAHA SHOP	NE
47	2011	Dup CCI	KANSAS CITY STORAGE	MO
48	2011	Dup CCI	KANSAS CITY TERM	MO
49	5752		DAYTON	OH
50	5754		CINCINNATI TERMINAL	OH
51	5758		COLUMBUS TERMINAL	IL
52	5785		ARAB JCT. EAST	AL
53	5789		BUFFALO	NY
54	5800		CHICAGO TERMINAL	IL
55	5807		CHAMPAIGN TERM/ROOF	IL
56	5824		INDIANAPOLIS TERM.	IN
57	5842		PITTSBURGH TERMINAL	PA
58	5846		ALTOONA TERMINAL	PA
59	5851		HARRISBURG TERMINAL	PA
60	5856		PHILADELPHIA OFFICE	PA
61	5876		PRATTSVILLE	AR
62	5878		LITTLE ROCK TERMINAL	AR
63	5893		ATLANTA TERMINAL	GA
64	5894		MEMPHIS TERMINAL	TN
65	5898		NASHVILLE TERMINAL	TN
66	5900		CORBAN OFFICE - PLANO	TX
67	5917		AUSTIN TERMINAL	TX
68	5920		SAN ANTONIO EAST	TX
69	5926		CORPUS CHRISTI TERM	TX
70	5932		MCALLEN TERM	TX
71	5933		HARLINGEN TERMINAL	TX
72	5938		BEAUMONT TERMINAL	TX
73	5939		CLEVELAND, TX EAST	TX
74	5941		IOLA	TX
75	5943		DENTON TERMINAL	TX
76	5949		TYLER	TX
77	5950		LONGVIEW TERMINAL	TX
78	5956		LONGVIEW ATRIUM	TX
79	5975		OWENSBORO	KY
80	5977		LOUISVILLE TERM EAST	KY
81	5982	Dup CCI	LEXINGTON TERM	KY
82	5990		EUREKA JCT., TX	TX
83	5982A	Dup CCI	LEXINGTON ANTENNA	KY
84	HMS	Dup CCI	HELENA SHOP	MT
85	PIDS	Dup CCI	POCATELLO SHOP	ID
86	PORS	Dup CCI	PORTLAND SHOP	OR
87	RNVS	Dup CCI	RENO SHOP	NV
88	843		Farnsworth	UT
89			Storm Peak Passive	CO

Exhibit A to
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EXHIBIT A

This instrument prepared by and return to:

QUITCLAIM DEED

The Grantor, Pinnacle Towers Inc., a Delaware corporation, whose mailing address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, in consideration of ten dollars and other valuable considerations received from Grantee, hereby quitclaims to the Grantee, [Corban entity] whose address is _____, all of the Grantor's right, title, and interest in the real property in _____ County, _____, described on attached Exhibit A, together with any improvements thereon.

Dated this _____ day of _____, 2003.

Signed in the presence of
two witnesses

PINNACLE TOWERS INC.,
a Delaware corporation

(Sign) _____
(Print) _____

By: _____
Name: _____
Title: _____

(Sign) _____
(Print) _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, as _____ of Pinnacle Towers Inc., a Delaware corporation. He/She is personally known to me or has produced _____ as identification.

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____



**Exhibit A to
Pritchard Affidavit**

EXHIBIT B

This instrument prepared by and return to:

MASTER QUITCLAIM BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Master Quitclaim Bill of Sale, Assignment and Assumption Agreement ("Agreement") is entered into as of _____, 200__, between [Corban entity], a _____ corporation, ("Buyer"), whose address is _____, **[INCLUDE IF THE PURCHASE AGREEMENT IS ASSIGNED BY CORBAN COMMUNICATIONS, INC. - Corban Communications, Inc., a Texas corporation whose address is _____]** and Pinnacle Towers Inc., a Delaware corporation ("Seller"), whose address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, pursuant to the Purchase and Sale Agreement dated as of December __, 200__ between Seller and Buyer ("Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby quitclaims to Buyer all of its right, title, and interest in and to all of the Assets (excluding for the purpose of the quitclaim in this Section 1 only, but for no other purpose under this Agreement, the Owned Real Property which is quitclaimed by Seller pursuant to separate quitclaim deeds).

2. Buyer hereby accepts the foregoing quitclaim and assumes and agrees to perform, discharge, and satisfy in accordance with their respective terms all of the Assumed Commitments. Seller shall not have any obligation, duty, or liability under the Assumed Commitments.

**Exhibit A to
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3. Buyer hereby agrees to indemnify, defend, and hold harmless Seller for, from, and against all claims, obligations, costs, liabilities, actions, demands, judgments and orders arising in connection with, relating to, in the nature of, or caused by the Assumed Commitments.

3. **[ALTERNATE PARAGRAPH 3 IF THE PURCHASE AGREEMENT IS ASSIGNED BY CORBAN COMMUNICATIONS, INC. - Corban Communications, Inc. and [Assignee] hereby jointly and severally agree to indemnify, defend, and hold harmless Seller for, from, and against all claims, obligations, costs, and liabilities arising in connection with the Assumed Commitments. Notwithstanding the foregoing, Corban Communications, Inc. assumes no tort liabilities related to the Sites.]**

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. All notices under this Agreement shall be provided as set forth in the Purchase Agreement.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

[CORBAN ENTITY]

a _____ corporation

(Name) _____

By: _____

Name: _____

(Name) _____

Title: _____

WITNESSES:

[CORBAN COMMUNICATIONS, INC., a Texas corporation

(Name) _____

By: _____

Name: _____

(Name) _____

Title: _____

(Name) _____

PINNACLE TOWERS INC.,
a Delaware corporation

(Name) _____

By: _____

Vice President

STATE OF _____

COUNTY OF _____

Execution of the foregoing instrument was acknowledged before me on the _____ day of _____, 200__, by _____ as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is either personally known to me or has produced _____ as identification.

Notary Public, State of _____



Exhibit A to
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(AFFIX NOTARIAL SEAL)

Commission No. _____

My Commission Expires:

STATE OF FLORIDA

COUNTY OF _____

Execution of the foregoing instrument was acknowledged before me on the _____ day of _____, 200__, by _____, as _____ of Pinnacle Towers Inc., a Delaware corporation, on behalf of the corporation. He is either personally known to me or produced _____ as identification.

Notary Public, State of _____

(AFFIX NOTARIAL SEAL)

Commission No. _____

My Commission Expires:



**Exhibit A to
Pritchard Affidavit**

EXHIBIT C

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby sells, transfers and assigns to **[Corban entity]** _____ shares of common stock of QTI, Inc., a Delaware corporation (the "Corporation"), standing in the name of the undersigned on the books of the Corporation, evidenced by Certificate No. __ attached hereto, and does hereby irrevocably constitute and appoint **[Corban entity]** attorney-in-fact for the sole purpose of transferring the said stock on the books of said Corporation, with full power and substitution.

PINNACLE TOWERS INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

DATED: _____, 2003



**Exhibit A to
Pritchard Affidavit**

EXHIBIT D

MASTER ANTENNA SITE LEASE

aRevised Date: 12/4/02 bjh

MASTER ANTENNA SITE LEASE # ~CustomerID~

LESSOR: Pinnacle Towers Inc.,
a Delaware corporation, for itself or on
behalf of its Affiliates
301 N. Cattlemen Rd., Suite 300
Sarasota, FL 34232

LESSEE: Corban Communications
901 Jupiter Road
Plano, TX 75074

Lessor operates certain antenna sites, which may include buildings, towers and related structures (the antenna sites and all improvements thereon are collectively the "Site(s)"), which Sites are more particularly described in the Antenna Site Lease Schedules executed and delivered by Lessor and Lessee pursuant to this lease (the "Lease") from time to time (each in substantially the form of the attached Exhibit C, and individually, a "Schedule" or "Site Schedule" and, collectively, the "Schedules" or "Site Schedules," and each of which, when and as executed, are and shall be incorporated herein by this reference). Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain space at the Sites for the installation and operation of Lessee's equipment on the terms set forth in the Site Schedules and herein. If the terms of a Site Schedule conflict with this Lease, the terms of the Site Schedule shall control, but only with respect to the Site(s) that are the subject of such Site Schedule and the Site Information (defined below). Now, therefore, the parties agree as follows:

1. **Leased Premises:**

(a) Lessor leases to Lessee certain space at the Sites as specified and described in the Site Schedules (individually and collectively the "Leased Premises"). Lessee agrees to take the Sites in strictly "AS IS" condition, and acknowledges that Lessor shall have no responsibility for the current condition of the Sites or any damage suffered by Lessee or any other person due to such condition.

(b) A Site Schedule shall be prepared for every Site that is subject to this Lease. Each Site Schedule will be in substantially the form of the attached Exhibit C and will, as modified from time to time by the mutual agreement of Lessor and Lessee, also indicate (i) the description of Lessee's Permitted Equipment, and the location thereof on a Site; (ii) any special circumstances relating to a Site; (iii) the duration of the Schedule; (iv) the Site number assigned to the Site; (v) Rent applicable to the Site from time to time by mutual agreement of Lessor and Lessee; (vi) the Permitted Frequencies used by Lessee at the Site; and (vii) the names and signatures of Lessor and Lessee (collectively, as modified from time to time by mutual agreement of Lessor and Lessee, the "Site Information"). The terms of the Site Schedules, as modified from time to time, will specifically identify such terms (but only such terms) as governed by the Site Schedules, but this Lease, as incorporated by reference into each Site Schedule, will otherwise govern. Lessor reserves the right to reasonably modify the form Site Schedule from time to time (but not with regard to previously executed schedules).

2. **Term:**

(a) The initial term (the "Term") of this Lease shall be [see the attached Antenna Site Lease] (~LeaseInitialTerm~) months from the Effective Date of this Lease (if left blank, this Lease shall commence on the date it is last executed, and shall continue through the duration of any Site Schedule, as renewed, amended and/or otherwise extended). The term and, if applicable, renewal terms for each individual Site shall be as specified on the Site Schedule(s) (the "Schedule Term"). If any Schedule Term extends beyond the Term of this Lease, this Lease shall remain in effect only with regard to the applicable Schedule until the expiration and/or termination of such Schedule.

(b) If Lessee holds over with respect to any Site(s) after expiration of any Schedule Term, the Lease term with respect to such Site(s) shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the average of the rent paid by other users of the Site at the time. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over Site(s), with or without cause, upon thirty (30) days' notice to the other party.

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INITIAL



3. Rent and Other Charges:

(a) Lessee shall pay rent at the rate(s) specified in the corresponding Schedule(s) (the "Rent"). Rent for any fractional month at the beginning or end of a term shall be prorated. Rent specified in each Schedule shall increase as specified in that Schedule throughout the initial and any renewal term(s) thereof. The Rent due pursuant to any Site and/or Schedule shall be payable regardless of whether or not Lessee maintains the Permitted Equipment on the applicable Site from time to time, it being intended hereby that, subsequent to the commencement date of any Schedule, the failure to install any Permitted Equipment, or the subsequent removal of any Permitted Equipment shall not impact the Rent due and owing pursuant to the applicable Site and/or Schedule.

(b) Any security deposit required by a Schedule will be held in a non-interest bearing account and shall be returned to Lessee thirty (30) days (unless local law requires a shorter period of time) following the conclusion of the Schedule Term, provided Lessee is not then in default, and all equipment, to the extent required, has been properly removed and the Site properly restored.

(c) Lessee shall pay promptly all charges, taxes, assessments and fees, if any, (exclusive of income taxes and real property taxes) which may be imposed on or in connection with, or otherwise contemplated by (i) this Lease or any Schedule; (ii) any Permitted Equipment or facilities owned, leased or used by Lessee on the Site (including, without limitation, transmitters and antennas); (iii) Lessee's use or occupation of the Leased Premises; or (iv) federal, state or local governments. Lessor may, on notice to Lessee, pay such taxes, assessments and fees payable by Lessee hereunder of which Lessor is billed or otherwise notified and, with respect to all such amounts paid or incurred by Lessor in connection therewith, all such amounts shall be deemed additional rent hereunder. Such additional rent shall be payable by Lessee within ten (10) business days of the date of an invoice therefor.

(d) If a Site is subject to a Prime Agreement (as hereafter defined), and if Lessor's payments due under such Prime Agreement are (i) increased for any reason; and (ii) such increase is in an amount greater than any rent increase set forth in the Schedule for the applicable Site, then the rent payable under such Schedule shall be increased by a percentage equal to the percentage increase in the payments due under the Prime Agreement. Lessor shall give Lessee not less than thirty (30) days' written notice prior to the effective date of any such increase.

(e) In addition to the Rent or other charges specified herein, in the event that a Site is leased or licensed from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authorities, Lessee shall pay to Lessor its pro rata share of any and all fees or assessments with regard to the Site generally, that are not attributable to the presence of one or more specific lessees, which are invoiced to Lessor or any intervening ground lessor by the governmental authority, as well as any fees or assessments invoiced by such governmental authority that are attributable to the Permitted Equipment or Lessee's operations at the Site. The amount thereof may be identified in a Site Schedule, but the failure to do so will not obviate Lessee's obligations hereunder.

(f) Lessee shall pay all amounts that are due owing to Lessor hereunder, including rent, additional rent, utilities and other charges imposed hereby, by check, wire transfer, account auto debit or ACH credit to Lessor's account as identified by Lessor no later than the first business day of each calendar month (or each period, if a Schedule specifies otherwise and/or on such date as may otherwise be identified in any Schedule) with respect to which it is payable. If payment (including any applicable late fee) is not received when due, Lessor may charge a late fee equal to one and a half percent (1½%) per month of the amount due (or the maximum amount permitted by applicable law, whichever is less) until paid in full. If Lessor designates that payment be made by check, then such payment shall be delivered to PO Box 409250, Atlanta, GA 30384-9250, or such other location as Lessor may designate in writing from time to time.

(g) All sums payable by the Lessee hereunder shall be paid without offset, counterclaim, set-off or deduction and without abatement, suspension, deferment, diminution or reduction.

4. Installation:

(a) Prior to installing any Permitted Equipment on any Site (other than the Permitted Equipment located on the Site prior to the execution hereof) Lessee shall submit engineering drawings, plans and specifications (collectively "Plans") of its Permitted Equipment for Lessor's written approval, such approval not to be unreasonably withheld, conditioned, or delayed.

(b) Once Lessor approves the Plans, Lessee shall promptly commence and complete the installation of any new Permitted Equipment (the "Installations"). Lessee's Installations shall comply with the provisions of this Lease, and shall be performed as expeditiously as is reasonably practical under the circumstances. The cost of Lessee's Installations, including the cost of any permits or licenses required therefor, shall be borne solely by Lessee. Any cost incurred by Lessor in connection with the Installations as a result of, Lessee's Installations shall also be borne by Lessee. If a Site Schedule provides that Lessee's Installations shall be

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connected to a Lessor provided antenna system, Lessee shall be responsible for all costs of accessing Lessor's antenna system, including but not limited to the costs of combiner modules and other equipment required for any such connection.

(c) Except for Permitted Equipment, Lessee may not load equipment at a Site without Lessor's express prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessee may replace Permitted Equipment with equipment which (i) does not take up additional space, capacity or weight; (ii) is of the same size and design characteristics of the replaced Permitted Equipment; and (iii) is designed to operate and function in a manner substantially equivalent to (and within the same general technical parameters of) the replaced Permitted Equipment, provided Lessee first obtains the prior written consent of Lessor, in Lessor's reasonable discretion. If Lessee loads any equipment without a required consent from Lessor, Lessee shall be in material breach with respect to such Site.

(d) During Lessee's Installations, Lessee shall not cause interference or disturbance of any kind to the activities of, or damage to any equipment or property of Lessor or other Lessees on the Site. If any interference or disturbance is caused by Lessee and cannot, within 48 hours after written notice from Lessor to Lessee, be reduced to levels reasonably acceptable to Lessor, Lessee shall immediately halt all installation work, and Lessor may elect to terminate the applicable Site Schedule by giving Lessee ten (10) days written notice.

5. Uses of Leased Premises:

(a) Lessee may only utilize the Site for the installation, location, operation, maintenance, repair and/or use of Permitted Equipment and approved replacements thereof. Lessee shall not allow its Permitted Equipment to be utilized for the transmission or reception of frequencies other than Permitted Frequencies, and only to the extent such frequencies are licensed directly to Lessee or Lessee is legally authorized to transmit or receive such frequencies.

(b) Lessee shall use the Leased Premises and conduct its communications operations in compliance with the terms of this Lease, the applicable Site Schedule, any applicable FCC license, and all applicable laws, orders, ordinances, and regulations pertaining to the Leased Premises or Lessee's use of the Leased Premises. Lessee shall, if requested, provide Lessor with copies of all permits or applicable FCC licenses required in connection with Lessee's operations on the Leased Premises. Lessee shall not, through its use of the Leased Premises and/or Site, cause the Leased Premises and/or Site to fail to comply with applicable laws, orders, ordinances, and regulations.

(c) Before performing any work at a Site other than installation work, the procedure for which is described above, Lessee shall notify Lessor and (i) if such work involves activity on or directly about a tower on the Site (or rooftop with regard to Sites which include a rooftop); or (ii) if such work does not involve activity on or directly about a tower on the Site, but involves work that could disrupt the operations of other tenants; or (iii) if such work involves the replacement of Permitted Equipment, Lessee shall be required to obtain Lessor's written consent to the work before commencing such work, which consent shall not be unreasonably withheld. If such work (1) does not involve activity directly on or about any tower on the Site; (2) constitutes only minor, routine maintenance, removal, repair or modifications of Permitted Equipment; and (3) is not likely to disrupt other tenants, then Lessee may perform such work without Lessor's prior consent so long as Lessee uses reasonable efforts to provide Lessor prior notice thereof, and further provided that Lessee utilizes an Approved Contractor. All repair and/or maintenance work within any Site shall comply with the requirements of the attached Exhibit A.

(d) Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site(s) or the Site(s). Lessee shall cooperate with Lessor in order to install new equipment or facilities which may now or hereafter be installed upon any Site, or as needed to facilitate maintenance, renovation, repair and replacements of any building (or its equipment) on which any tower is located (if applicable). Lessee may be required to cease using all or a portion of its Permitted Equipment for short periods of time not to exceed seventy-two (72) hours in any one month period to accommodate the activities described in the preceding sentences and/or construction, installation, modification and/or repairs of facilities of other users of the Leased Premises and/or tower. Lessor shall endeavor to give Lessee as much advance notice as possible and shall endeavor to conduct such activities between 1:00 a.m. and 6:00 a.m. whenever reasonably possible. As early as possible, but no later than seventy-two (72) hours after written, verbal or facsimile notice, Lessee shall cease or reduce operations, (in accordance with A.N.S.I. or I.E.E.E. engineering safety guidelines, or such stricter standards as the appropriate governmental agency may require) at the Site, as may be requested by Lessor from time to time, in order to (1) permit another user of the Site to accomplish installation, maintenance and/or repair of its facilities; or (2) to otherwise permit the repair, replacement and/or maintenance of any tower, building, the Site, or any portion thereof.

(e) Lessor reserves the right to require Lessee to relocate any or all of Lessee's equipment and/or other improvements (if applicable) within a Site, and Lessee agrees to relocate said equipment and/or improvements, provided that Lessor shall pay the reasonable cost of such relocations, and (ii) said relocation does not render Lessee's operations inoperable.

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non-equivalent to Lessee's prior operations or cause a disruption to Lessee's use of the Permitted Equipment in excess of 72 hours.

(g) All work on the Site performed by or on behalf of Lessee shall be done in accordance with the non-ionizing radiofrequency radiation and electrical shock standards adopted by section 1.1307(b) of the FCC Rules. Lessor shall not be liable for, nor required to make any repairs or perform any maintenance to or upon the Site which relate to Lessee's Permitted Equipment, or which are required by, related to, or which arise out of the negligence, fault, misfeasance, or malfeasance of and by Lessee, its Approved Contractors, employees, agents, invitees, lessees, or customers, in which event Lessee shall be responsible therefore. Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under this Lease shall be limited to the cost of such repairs or maintenance or the cost of otherwise curing such defect.

6. **Emergency Conditions:** Subject to the provisions of any Prime Agreement, if an emergency condition with regard to Lessee's Permitted Equipment requires immediate attention, Lessee shall immediately undertake any required remedial action, at Lessee's sole cost and expense. Notice thereof shall be provided as soon as is practical, but in no case later than twenty-four (24) hours after entry. Notwithstanding anything contained herein to the contrary, Lessor reserves the right, but not the obligation, to remedy any emergency condition without prior notice. In such event, Lessor will provide Lessee notice thereof as soon as is reasonably practical under the circumstances. If Lessee and/or its equipment were responsible, in whole or in part, for such condition, all reasonable costs in exercising such remedies (including the costs of any repairs required) pursuant to this Section shall be at the expense of Lessee. Lessee agrees that Lessor shall not be liable for any damages resulting from any reasonable action taken by it to remedy an emergency condition (other than with respect to Lessor's gross negligence or willful misconduct).

7. **Maintenance:**

(a) Lessor makes no representations, express or implied, with regard to the maintenance of any Site. Without limiting the generality of the foregoing, Lessor shall determine, in sole and absolute discretion, how and whether any Site is to be maintained. In the event any Site is not maintained to a standard acceptable to Lessee, except as specifically provided in this paragraph 7 (b) below, Lessee's sole and only recourse is to terminate the applicable Schedule. Lessee shall have absolutely no right to require Lessor to perform or effect any upgrade, repair, maintenance and/or other activity with regard to any Site. Lessee takes the Site in full recognition of this fact, and agrees that Lessor shall have absolutely no responsibility to maintain the Site in any condition other than as determined by Lessor, in Lessor's sole discretion.

(b) In the event Lessee elects to maintain, upgrade, repair or replace the Site, and further provided, that such work has been approved, in advance by Lessor as otherwise provided herein, Lessee may proceed to effect any such repair, replacement, and/or maintenance to the Site itself. However, any such repair, maintenance, and/or replacement to the Site shall be at Lessee's sole cost and expense. Without limiting the generality of the foregoing, Lessee shall have absolutely no right to offset any amount, sum and/or payment and/or otherwise have any right to charge Lessor for any matter or item Lessee elects to expend with regard to any Site (notwithstanding Lessor's approval of such matter). Lessee acknowledges, recognizes, and agrees that a material inducement to Lessor in entering into this Lease is Lessee's commitment that it shall not seek to be reimbursed for any expenditure it makes, has made, or will make with regard to any Site and/or Lessee's equipment thereon. The parties hereby agree that Lessee shall be fully and completely responsible for each and every expense (i) relating to the existence of Lessee's Permitted Equipment on any Site (ii) incurred by, or otherwise caused to be made by Lessee with regard to its Permitted Equipment and/or the Site in general or (iii) otherwise related to Lessee's activity upon or use of any Site.

(c) Lessee shall paint any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances to match the tower (if such tower is painted from time to time), at Lessee's expense, failing which Lessor may elect to do so, in which event Lessor shall charge Lessee the full cost thereof (plus an administrative fee of twenty percent (20%)), which amount shall be due and payable with the next scheduled rent installment. Lessee covenants and agrees that, during the term of its Schedule, its Permitted Equipment must be painted to match the tower, in order to ensure, without limitation, that the tower is in full compliance with applicable FCC, FAA and/or other rules or regulations governing the tower. To the extent Lessor receives a fine from any applicable governmental authority as a result of Lessee's failure to paint such Permitted Equipment, Lessor shall have the right to invoice Lessee the full amount of any fine incurred by Lessor.

(d) Lessee shall maintain its equipment in accordance with standards of good engineering practice, this Lease, and the site standards identified in Exhibit A, which standards are attached hereto and incorporated herein by this reference. Lessee shall keep and maintain, in a reasonably good and safe condition, and properly painted/marked in accordance with FCC and other governmental regulations, all (a) Permitted Equipment it installs upon or within any Site; (b) electrical boxes, switches, wiring, initially provided for Lessee's use, and any other units or equipment necessary for connection to access power lines and conduits provided by Lessor and/or power company, and which are reasonably necessary to transmit from Lessee's equipment; (c) electrical wires, cables and conduits to and from any tower or building and to and from the point of origin of Lessee's equipment on the tower in such form, number and size as will not unreasonably interfere with the common use of such property licensed for such common use; and (d) such portions of the Site to which

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Lessee has possession, at its expense, except for ordinary wear and tear. Lessee shall surrender possession of any Site to Lessor in the same condition they were at the commencement of this Lease, ordinary wear and tear accepted. Lessee shall place at the Leased Premises such signs as may be required by applicable federal, state, or local law with respect to Lessee's equipment. Lessee shall remedy any condition with regard to its Permitted Equipment that causes the Site to fail to comply with any applicable law, rule or regulation.

8. Approved Contractors: Notwithstanding anything contained herein to the contrary, except in an emergency situation where it would be impractical to comply with such requirements, all Contractors, subcontractors, agents, vendors and/or employees of Lessee who perform any services, installations, maintenance, and/or other work on or within the Leased Premises or Site (each a "Contractor" or "Approved Contractor") must, prior to conducting any work on a Site: (i) be approved by Lessor in advance, in Lessor's sole discretion; (ii) hold all licenses necessary for the work being performed, (iii) provide evidence reasonably satisfactory to Lessor of insurance required pursuant to the attached Exhibit B, and (iv) provide, in form acceptable to Lessor, either lien waivers or releases in favor of Lessor and the applicable Site. In the event of an emergency condition in which Lessee cannot reasonably utilize an Approved Contractor, Lessee nevertheless agrees that any contractor it so utilizes in such an emergency shall be qualified, shall hold appropriate licenses necessary for the work to be performed, and shall otherwise be capable of properly and responsibly performing any emergency work. Moreover, within forty-eight (48) hours after the emergency condition, Lessee shall provide the items required above.

9. Compliance: Lessee shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all governmental (federal, state, municipal or otherwise) statutes, rules, regulations, ordinances, codes, directives, and orders which may affect the tower in any manner, the Site or this Lease, including without limitation, those applicable to Lessee's equipment and the electromagnetic energy emitted from such equipment and including without limitation, regulations of the Federal Communications Commission, the Environmental Protection Agency, and the Occupational Safety and Health Administration; (iii) install its Permitted Equipment on the tower, building, and/or Leased Premises in compliance with this Lease and all applicable federal, state, and municipal laws, regulations, and authorizations, using an Approved Contractor; (iv) ensure that the location, use and/or operation of the Permitted Equipment does not cause the Site to be out of compliance with any applicable law, rule or regulation; (v) operate its Permitted Frequencies in compliance with all applicable federal, state and municipal laws, regulations and authorizations, as well as its license therefore; and (vi) maintain, in full force and effect, its licenses (if applicable), with respect to Permitted Equipment and Frequencies; and (vi) not permit any third party to operate its Permitted Equipment or any frequencies therefrom.

10. Interference:

(a) Lessee shall not cause interference of any kind to the operations of the Lessor or other lessees at the Site(s), specifically including interference in excess of levels (if any) permitted by the FCC, as well as interference to consumer electronic devices and blanketing interference as defined by Section 73.318 of the FCC Rules. If Lessee is notified that its operations are causing interference in violation of this section, Lessee shall immediately undertake all necessary steps to determine the cause of and eliminate such interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessee shall continue to be obligated to pay Rent, and Lessor shall not be held liable for any damages or loss of revenues. If Lessee is required to discontinue its operation under this section for a period of thirty (30) days, and provided Lessee has diligently pursued all reasonable cures and is unable to eliminate the interference, then Lessee shall have the right to terminate the applicable Schedule. Provided Lessee's Permitted Equipment is operating properly, if the operations of any equipment installed after Lessee's equipment causes objectionable interference to Lessee's operation, then Lessor shall require the interfering lessee to remedy the interference and bear the costs thereof.

(b) In the event Lessor (i) subsequently leases spaces to other users who shall install radio transmitting or receiving equipment on the Site at any time after the construction or operation of Lessee's Permitted Equipment; or (ii) shall subsequently permit modification of frequency use by any other users then occupying the Site, Lessee shall not be responsible for effecting corrective action to reduce and/or eliminate harmful interference caused in whole or in part by Lessee, except as provided in FCC Rules Part-73 and Part-15, as amended, or except in cases where (1) it can be demonstrated that Lessee's Permitted Equipment is operating outside its design characteristics or is in need of technical adjustment or repair; or (2) Lessee's Permitted Equipment was modified and/or replaced subsequent to the date any third party user installs on a Site. In the event of an intermodulation product, the solution thereof which requires the attachment of filters or other intermodulation suppression equipment to Lessee's Permitted Equipment, Lessee shall, in the event the installation of such intermodulation suppression is requested by Lessor: (a) have the right to review the intermodulation suppression equipment and to make alternative recommendations; and (b) approve the use of, or reject the use of such equipment, provided such rejection is not unreasonably given and reasonable remedial alternatives are provided. This paragraph shall apply only to interference caused to devices designed specifically to transmit and/or receive and make

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use of radio-frequency energy for communications purposes and shall exclude devices such as, but not limited to, office telephone systems, elevator controls, photocopiers, facsimile machines, office equipment, security panels and alarm systems.

(c) In the event of interference caused in whole or in part by Lessee to the equipment of others not specifically designed to transmit, and/or receive and use radio-frequency energy, Lessee shall be obligated to reduce or eliminate such interference as provided by FCC Rules Parts 22, 24, 90 and 15.

11. Inspections and Modifications to Site:

(a) Lessor shall have the right to enter any Site, including the Leased Premises, at any time for the purpose of inspecting the same and for making any necessary repairs, modifications, additions and/or replacements to the Site, including the Leased Premises, any building, or any tower, and performing any work, including, without limitation, work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulation, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace and/or rebuild any tower, building, structure and/or portion thereof. Lessor shall provide Lessee with suitable replacement space at the applicable Site during the construction period to permit the continued operation of Lessee's Permitted Equipment. Lessor further reserves the right to erect one or more additional towers on the Site, subject to its obligations to Lessee pursuant hereto. Rent shall not be abated during any period of construction if, or whether, Lessee is able to continue to operate its Permitted Equipment from the Site in a manner functionally equivalent to its prior operations. Lessee agrees to reasonably cooperate with Lessor in any actions, filing or permits that may be required to exercise its rights hereunder.

(b) To the extent Lessor elects to make modifications, repairs, maintenance or capital improvements to any Site, Lessor shall be responsible for the cost thereof except (1) to the extent such work is required for compliance with applicable federal, state or local policies, orders, ordinance, rules, regulations or laws with respect to the location of Lessee's equipment upon the Site; or (2) with respect to modifications, capital improvements, maintenance, or repairs which were necessitated by Lessee's Permitted Equipment or its use of the Site; (3) if the need for such work was the result of Lessee's acts or omissions or (4) with respect to obligations Lessor elects to perform on behalf of Lessee, including maintenance or repair costs of the Site, including the Leased Premises, any tower, the building, or any common antenna or multicoupler combining system to which Lessee connects its Permitted Equipment in which case, Lessee shall be liable therefore. In such event, Lessee shall reimburse Lessor for such costs within ten (10) business days following receipt of an invoice or as otherwise specified herein or in any Schedule.

12. Alteration of Site by Lessee: Lessee may not make improvements, additions, maintenance or alterations to or upon any Site itself, including any tower, building, foundation, slab or any other portion of the Site or Leased Premises, without the express written permission of Lessor, in Lessor's sole discretion. Any such improvements that are approved by Lessor and thereafter made by Lessee shall be made at Lessee's sole cost and expense, and, at the option of Lessor, shall either (i) become the property of Lessor upon termination or expiration of this Lease; or (ii) be removed by Lessee at the expiration of the Lease, and the Site restored to its original condition, ordinary wear and tear excepted.

13. Representations and Acknowledgements:

(a) Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will: (i) operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act (especially Section 1910.268, as amended), and all such personnel shall use one hundred percent (100%) fall protection; (ii) not use (or cause another to use) any Site or its Permitted Equipment for any illegal, immoral or unauthorized purpose; (iii) not damage the Site, the tower, any building, the Leased Premises, and/or accessories thereto and/or any other tower Lessee's equipment; (iv) not interfere with the maintenance or repair of the Site, including the tower and its lighting system; (v) not allow its Permitted Equipment to cause the Leased Premises and/or Site to be out of compliance with any applicable local, state, or federal law, rule and/or regulation; and (vi) upon request from Lessor, install promptly protective devices for radiofrequency radiation ("RFR") which would be required by and conform with the FCC rules prior to operating the Permitted Equipment. Lessee shall (1) be responsible for additional protective device for RFR subsequent to installation, if reasonably required by Lessor or the FCC, and (2) provide Lessor with copies of all changes and modifications to any one or more of its Authorizations within 30 days of the grant of such change or modification by the appropriate authority.

(b) LESSOR MAKES NO GUARANTEE, WARRANTY, REPRESENTATION, OR ANY OTHER COVENANT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, INCLUDING ANY TOWER OR BUILDING THEREON, LESSEE'S PERMITTED EQUIPMENT, OR ANY OTHER

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LESSEE'S USE OF THE TOWER, THE BUILDING, THE SITE IN GENERAL, OR THE PERMITTED EQUIPMENT. LESSEE HAS INDEPENDENTLY EXAMINED THE TOWER, THE BUILDING, AND/OR THE SITE IN GENERAL, AND HAS DETERMINED THAT EACH ARE SUITABLE FOR LESSEE'S INTENDED USE, AND EACH ARE OTHERWISE SATISFACTORY TO LESSEE.

(c) In the event Lessee receives notice or otherwise obtains knowledge that a Site, including any tower or structure thereon, is not in compliance with any local, state or federal law, rule, regulation or ordinance, Lessee will immediately so notify Lessor by telecopy and will cooperate in all reasonable respects with Lessor's efforts in curing any such non-compliance.

14. Site Damage:

(a) If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding and/or otherwise restoring the applicable Site and/or condition. If Lessor does not elect to rebuild or otherwise restore the Site and/or remedy the condition, the Site Schedule applicable to that Site shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild/repair the Site, it shall provide notice thereof to Lessee, in which event Lessee shall have five (5) business days thereafter to either (i) terminate the applicable Site Schedule; or (ii) agree to the continuation of the Site Schedule. If Lessee agrees that the Site Schedule shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other tenants on the Site and, if Lessor, in its sole discretion, determines that it is commercially desirable to restore the Site, Lessor shall undertake to do so. Lessor covenants and agrees that its decision to restore and/or otherwise repair the Site shall be made within five (5) business days after receiving responses from each of its affected tenants on the Site. If Lessor elects to repair or rebuild the Site, this Lease including the applicable Site Schedule shall remain in force with respect to such Site. If reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's Permitted Equipment, then Lessor may remove Lessee's Permitted Equipment and interrupt Lessee's operations, thereafter replacing the Permitted Equipment as soon as reasonably possible. In all instances, Lessee shall be entitled to a pro-rata abatement of Rent for the time it is unable to conduct its normal operations.

(b) Lessor shall incur no liability to Lessee, nor shall Lessor be responsible for damage to, or loss of Lessee's equipment, or for financial loss due to business interruption, or for failure to furnish space and/or electrical power, if prevented by war, fires, accidents, weather, labor strikes, acts of God, Casualty or other causes beyond its reasonable control.

15. Eminent Domain: If the Site or Leased Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then the applicable Schedule shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

16. Utilities: Lessee shall obtain electrical power and other utilities solely at its own expense. Lessee shall pay all installation costs for electrical power feeds, phone lines, and other utilities to its Permitted Equipment. Lessee shall pay for all of Lessee's electrical power usage and other utilities either directly to the utility company or as a reimbursement to Lessor, in Lessor's discretion. If Lessor supplies electrical power, and/or Lessee's use is not separately metered, Lessee shall, within thirty (30) days of receipt of an invoice, pay its pro-rata share of the utility cost, to be reasonably determined by Lessor using the best reasonably available information. At any time Lessor may, at its sole option, elect to cause Lessee's Permitted Equipment to be separately metered or submetered. In such event, Lessee shall pay the cost of any such metering, including the devices so installed, and shall thereafter remit directly to the utility company or Lessor, as applicable, its utility costs. In the event Lessee fails to make any payment required hereunder after the expiration of any cure period, including without limitation, any reimbursement to Lessor for utility expenses incurred as a result of Lessee's Permitted Equipment, Lessor reserves the right, without further notice or demand, to disconnect the Permitted Equipment. To the extent any Site now or hereafter contains a primary and/or backup generator, and to the extent such generator is in use from time to time, Lessor reserves the right to charge Lessee, pro rata, based upon the number of users then located on the Site, for any and all fuel charges expended in connection with the use and/or operation of such generator.

17. Insurance:

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(a) Insurance requirements for Lessee and Lessee's Approved Contractors are contained in Exhibit B attached hereto and incorporated herein by this reference. Lessor reserves the right to reasonably change such requirements from time to time, in which case such changes will only apply to subsequently executed Schedules.

(b) Lessor and Lessee release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Leased Premises, the Sites and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage and any risks which would be covered by the insurance which such party is required to carry hereunder. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

(c) Lessor, at its sole cost and expense, shall keep in full force and effect: (i) commercial general liability insurance insuring all operations by or on behalf of Lessor, on an occurrence basis against claims for both bodily injury (including death) and property damage, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate; and (ii) "All Risk" or "Cause of Loss Special Form" property insurance for damage to property including coverage for vandalism, malicious mischief and sprinkler leakage, for all of Lessor's facilities located at the Site, in an amount equal to one hundred percent (100%) of the replacement value thereof, with the proceeds of such insurance, so long as this Lease and/or the applicable Schedule remain in effect, being used to repair and/or replace the facilities so insured, in those cases where the damage to property would not have occurred but for the negligence or willful misconduct of Lessor.

18. Indemnifications:

(a) Lessee shall indemnify, hold harmless, and defend Lessor for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to (1) the acts or omissions of Lessee, its Contractors, subcontractors, agents and/or representatives; (2) any breach of this Lease or any Site Schedule by Lessee, its contractors, subcontractors, agents and/or representatives; or (3) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives occurring in or around the Leased Premises, except to the extent such liabilities are directly caused by the willful misconduct or gross negligence of Lessor.

(b) Lessor shall indemnify, hold harmless and defend Lessee for and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to (1) the acts or omissions Lessor, its contractors, subcontractors, agents and/or representatives; (2) any breach of this Lease or any Site Schedule by Lessor, its contractors, subcontractors, agents and/or representatives; or (3) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents or representatives occurring in or around the Leased Premises, except to the extent such liabilities are directly caused by the willful misconduct or gross negligence of Lessee.

(c) NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS LEASE OR ANY SITE SCHEDULE TO THE CONTRARY, INCLUDING SECTION 21 HEREAFTER, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR LIABLE FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS MASTER ANTENNA SITE LEASE.

19. Subletting; Assignment; Third Party Use; Succession:

(a) Lessee shall not assign this Lease, in whole or in part, or sublet or permit any Site, the Leased Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. Notwithstanding the foregoing, (i) Lessee may assign this Lease and all Site Schedules to any person or entity that Lessor, in its reasonable discretion, deems to be financially suitable to satisfy the terms of this Lease, and (ii) Lessee shall have the right, without Lessor's prior consent, whether written or oral, to assign its rights and obligations under this Lease and all Site Schedules to any Affiliate or successor in interest (by whatever means) to substantially all of the assets of Lessee, provided the assignee assumes, in writing, all liabilities and obligations under this Lease and all Site Schedules. No assignment, sublease or authorized use (if approved by Lessor) by others shall relieve Lessee of its obligations under this Lease.

(d) Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease and/or any Site Schedule at any time.

20. Default:

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(a) **Monetary Default:** Lessee shall be in default hereunder if Lessee fails to make any payment on or prior to the date due, and does not cure such non-payment within five (5) days after Lessor provides Lessee with written notice thereof.

(b) **Non-Monetary Default:** A party shall be in default hereunder if it fails to comply with any other term of this Lease or any Site Schedule and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given the necessary time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease. If subsequent to the time period specified in this Section, as applicable, there continues to be an event of default, any suit or suits for the recovery of the amounts and damages owed hereunder may be brought by a non-defaulting party, from time to time, at such party's election, and nothing in this Lease will be deemed to require such party to await the date upon which this Lease or the term would have expired had there occurred no event of default.

(c) **Lessor Remedies:** Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section: (i) enter upon the affected Site(s) without being liable for prosecution or any claims of damages of such entry, and do whatever Lessee is obligated to do under the terms of this Lease or any individual Site Schedule to correct the default, (ii) remove any or all of Lessee's equipment therefrom at the expense of Lessee and dispose of same; and/or (iii) disconnect Lessee's equipment.

(d) **Additional Lessor Remedies:** If subsequent to the foregoing requisite periods of time as applicable, there continues to be an event of default, whether with regard to one or more Sites or Site Schedules Lessor may exercise any or all of the following remedies, in addition to all other remedies available to Lessor at law or in equity:

- (i) terminate the applicable Site Schedule(s), and declare the entire balance of all forms of Rent due under the applicable Site Schedule(s) for the remainder of the term thereof to be immediately due and payable, in which event Lessee shall promptly surrender possession of the applicable Site(s), and Lessee shall be liable for all past due amounts under this Lease, plus the amount of the Rent and other benefits that Lessor would have received for the remainder of the current term of the applicable Schedule(s);
- (ii) terminate this Lease and all Site Schedule(s) and declare the entire balance of all forms of Rent due under this Lease and all Site Schedule(s) for the remainder of the Term to be immediately due and payable, in which event Lessee shall promptly surrender possession of all Site(s), and Lessee shall be liable for all past due amounts under this Lease, plus the amount of the Rent and other benefits that Lessor would have received for the remainder of the current term of the Lease;
- (iii) advance or otherwise pay any cost or expense to remedy a Lessee breach, in which event Lessee shall repay such amount to Lessor with ten (10) days after notice from Lessor; or
- (iv) re-let the Leased Premises at the Site(s) on such terms as Lessor reasonably deems appropriate, and in such event Lessee will remain liable for all Rent hereunder, less the net proceeds, if any, of any reletting by Lessor, after deducting all Lessor's expenses in connection with such reletting.

(e) **Lessee Remedies:** Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available to it either at law or equity, including the right to specific performance or the right to terminate the applicable Site Schedule(s).

(f) **Attorneys' Fees:** The defaulting party shall be liable for all expenses, including reasonable attorneys' fees and costs through final appeal, incurred by the non-defaulting party in connection with any action to enforce the terms of this Lease, or in connection with any action for the recovery of the Site itself.

(g) **Remedies Cumulative:** Except as set forth in Section 19, the remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other parties hereto. Should either party permit a continuing default by the other under this Lease or any Site Schedule, the obligations of the defaulting party shall continue, and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights or obligations hereunder. In addition to the other remedies in this Lease, and anything contained herein to the contrary notwithstanding, Lessor and Lessee shall be entitled to specific performance or injunctive relief of any violation or attempted or threatened violation of this Lease without the necessity to post a bond.

(h) **Waiver of Counterclaims:** If Lessor commences any summary proceeding against Lessee, Lessee will not interpose any counterclaim of any nature in connection with any such proceeding (unless failure to impose such counterclaim would preclude Lessee from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Lessee.

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(i) Waiver of Jury Trial: Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters in any way arising out of or connection with the Lease(s), the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, or the enforcement of any remedy under any statute, emergency or otherwise.

(j) Limitation of Liability: Notwithstanding anything contained herein to the contrary, including any Site Schedule, the liability of Lessor pursuant to any provision hereof, or otherwise arising out of Lessee's use or occupancy of any Site, shall be expressly limited to Lessor's interest in and to the subject Site(s).

21. **Removal of Lessee's Equipment**: Prior to the termination or expiration of this Lease, Lessee shall immediately remove its equipment, at Lessee's expense, and so long as Lessee's equipment remains on the applicable Site, Lessee shall pay Lessor a hold-over fee as specified in Section 2(b); provided, however, that if the month-to-month tenancy described in Section 2(b) is in effect after expiration, the thirty (30) day period for Lessee's removal of equipment shall not begin to run until the termination of such month-to-month tenancy. After the thirty (30) day period, Lessor shall have the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from said Site, without notice to Lessee, and in such event Lessee shall pay Lessor upon demand one hundred fifty percent (150%) of the disconnection, removal and storage expenses incurred by or on behalf of Lessor. Lessor may thereafter dispose of such equipment in any manner, and use the proceeds thereof to satisfy any outstanding obligations hereunder.

22. **Subordination**: This Lease and all Schedules are and shall be subject and subordinate to all mortgages that may now or hereafter affect the Site and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that so long as Lessee is not in default of any of its material obligations under this Lease, Lessee's quiet enjoyment thereunder shall not be disturbed by any successor Lessor of the applicable Site. This subordination shall be self-operative and no further instrument of subordination shall be required from Lessee. However, upon written request from Lessor, Lessee shall execute a certificate confirming such subordination.

23. **Estoppels Certificates**: At any time, but not with less than ten (10) days prior notice, Lessee shall execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

24. **Liens**: Lessee shall not suffer or permit any liens to stand against the Leased Premises, the Sites or any part thereof by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Lessee or anyone through or under Lessee ("Mechanics' Liens"). If any Mechanics' Lien shall at any time be filed against the Leased Premises or any Site, Lessee shall cause it to be discharged of record within thirty (30) days after the date Lessee receives notice from any party that the lien has been filed, by either payment, deposit, or bond. If Lessee fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond. All amounts incurred by Lessor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Lessee to Lessor.

25. **Prime Agreements**:

(a) Lessee acknowledges that Lessor's interest in and to any Site, and the access to such Site, may be subject to, or otherwise governed by, the terms and conditions of a lease, license, management or other similar agreement between a third party and Lessor (the "Prime Agreement"). Upon request by Lessee, Lessor will, to the extent not restricted by any applicable confidentiality obligation, provide Lessee with redacted copies of relevant portions of the subject Prime Agreements. Lessee hereby acknowledges that the terms, conditions, provisions, and obligations of this Lease and any Site Schedule, as they pertain to any Site affected by a Prime Agreement, shall be subject and subordinate to such Prime Agreement, and in the event of any conflict between the terms of such Prime Agreement and this Lease or any applicable Site Schedule, the terms of the Prime Agreement shall control. In the event of the termination, expiration or cancellation of such Prime Agreement, for any reason, the Site Schedules pertaining to such Site(s) affected by the Prime Agreement shall automatically terminate.

(b) Lessee shall not do, attempt, permit or suffer anything to be done on a Site which results in a breach of a Prime Agreement, and at the written request of Lessee, Lessor will furnish Lessee with a summary of any restrictions contained in said Prime Agreement ("Information"), provided that (i) such information is not confidential; and (ii) Lessee agrees that such information shall be used for the sole purpose of enabling Lessee to evaluate the usefulness of such Site for its purposes. In performing its obligations under this Lease and each Site Schedule, Lessee will (A) limit dissemination of, and access to, the information to Lessee's employees, agents or professionals who need to use the information for the purpose of determining whether the Site is suitable for Lessee's purposes, (B) not disclose the information to any third party, (C) not use the information for any purpose other than the purposes allowed by this Section 25(b), and (D) take appropriate

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instruction, agreement, or otherwise with any employees or agents of Lessee, such that Lessee fully performs its duties and obligations under this Section 25(b). In the event Lessor discloses Information to Lessee with respect to a Site, Lessee covenants and warrants that, for a period of one (1) year after the expiration of the applicable Site Schedule, it will not enter into a lease, license, agreement or contract with such landlord/owner for purposes similar to those set forth herein.

26. Environmental:

(a) Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Sites in violation of any Environmental Regulations (as such term is defined in Section 28(e) below). Lessee and Lessor also agree that Lessee's use of the Leased Premises will not involve the subsurface, except for those Sites where the placement of a foundation is required for Lessee's equipment and/or facilities, and approved by Lessor.

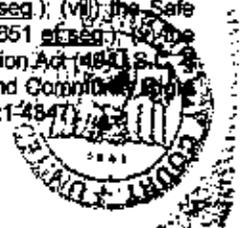
(b) Lessor represents and warrants that to the best of Lessor's knowledge without independent investigation (i) neither Lessor, nor any present or previous tenant of the Leased Premises, nor any other third party has released, used, generated, manufactured, stored or disposed of, on or under the Leased Premises any hazardous substance, material, chemical or waste in violation of applicable Environmental Regulations; (ii) neither Lessor, nor any present or previous tenant of the Property, nor any other third party, has transported to or from the Leased Premises any flammable explosives, "hazardous waste", or other "hazardous substance", as those terms are defined in applicable Environmental Regulations in violation of applicable Environmental Regulations; (iii) there have been no orders, notices of violation, complaints or other similar communications of alleged or potential violations or failures to comply with applicable Environmental Regulations used by a governmental agency regarding any acts or omissions upon or affecting the Leased Premises before the date of this Lease; and (iv) except as disclosed by Lessor to Lessee and acknowledged by Lessee, Lessor is not aware of the presence on the Lease Premises of any asbestos, polychlorinated biphenyls (PCBs), or other known hazardous substances, material, chemicals or waste (as those terms are defined under applicable Environmental Regulations), wells or underground storage tanks in violation of applicable Environmental Regulations.

(c) Lessee shall indemnify, hold harmless and defend Lessor from and against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Lessor in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Lessee's representations and warranties contained in this Section, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, caused solely by the acts or omissions of Lessee, or its agents, representatives, or contractors, or (ii) Lessee's failure to provide all required information, make all required submissions and take all actions required by Environmental Regulations.

(d) Lessor shall indemnify, hold harmless and defend Lessee from and against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Lessee in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Lessor's representations and warranties contained in this Section, (ii) the generation, storage, use handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, at the Leased Premises, which occurred before the commencement date of this Lease and any applicable Schedule, or during the term of this Lease or any applicable Schedule, caused by the acts or omissions of Lessor, or its agents, representatives or contractors; or (ii) Lessor's failure to provide all information, make all submissions and take all actions required by Environmental Regulations.

(e) For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 *et seq.*); (vi) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 *et seq.*); (vii) Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (viii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 *et seq.*); (ix) the Safe Drinking Water Act (42 U.S.C. § 300 (f) *et seq.*); (x) Occupational Health and Safety Act (29 U.S.C. § 651 *et seq.*); (xi) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 *et seq.*); (xii) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (xiii) the Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*); (xiv) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xv) the National Environmental Policy Act (42 U.S.C. § 4321-4347).

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(f) The terms of this section shall survive the expiration or sooner termination of this Lease and the termination of any applicable Site Schedule, until expiration of the applicable statutes of limitation.

27. **Force Majeure.** The time for performance by Lessor or Lessee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the reasonable control of Lessor or Lessee, as the case may be.

28. **Definitions:** Certain terms used in this Lease have the following meanings:

- (1) "Affiliate" means any entity which is controlled by or controls a party hereto, or is under common ownership with a party hereto.
- (2) "Casualty" means any casualty not directly or indirectly caused by or attributable to Lessee, its agents or representatives.
- (3) "Effective Date" means the date of execution and delivery of this Lease and the initial Site Schedules by all parties.
- (4) "Permitted Equipment" means, with respect to a Site (i) equipment that is specifically described in all applicable Site Schedule; (ii) equipment that does not cause any interference prohibited by this Lease; (iii) approved replacements that do not occupy additional space at the Site; and (iv) approved replacements not prohibited by this Lease.
- (5) "Permitted Frequencies" means the frequencies that are: (i) identified in the applicable Site Schedule; (ii) licensed directly to Lessee; and (iii) not otherwise prohibited by this Lease.
- (6) "Prior Agreement" means any past or existing lease, license, easement or other similar agreement between the parties, whether written or not, with regard to the Sites occupied by Lessee from time to time.

29. **Termination:**

- (i) Any Schedule may be terminated by either party by written notice to the other (A) for any reason, or for no reason, provided that written notice is delivered no later than one hundred and eighty (180) days prior to such termination;
- (ii) Any Schedule may be terminated by Lessee during the term of such Schedule upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (A) any license, permit, or other governmental approval necessary for the installation and/or operation of Lessee's equipment at the applicable Site is cancelled or otherwise withdrawn or terminated; or (B) Lessee is unable to occupy and/or utilize the applicable Site due to an action of the FCC (unrelated to the acts or omissions of Lessee), including without limitation, a takeback of channels or change in frequencies.
- (iii) Lessee may terminate this Lease for any reason upon thirty days written notice to Lessor.
- (iii) In addition to the termination rights granted to Lessor pursuant to other provisions herein or in any Schedule, Lessor may terminate any Schedule upon thirty (30) days written notice to Lessee if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower and/or structure thereon, for the purposes contemplated by this Lease.

30. **Affiliates:**

- (a) **Lessor Affiliates.** Lessee recognizes that, notwithstanding anything contained herein to the contrary, certain Sites may be owned, leased, or otherwise controlled by Affiliates. Lessee hereby acknowledges this fact, and consents to Lessor entering into this Lease and/or any Site Schedule on behalf of any Affiliate. Enforcement of the terms hereof may be brought only against (i) Lessor, if Lessor owns, leases or otherwise controls the Site; or (ii) Lessor and the specific Affiliate which owns, leases or otherwise controls the applicable Site.
- (b) **Lessee Affiliates.** To the extent any Affiliate of Lessee wishes to utilize or otherwise occupy a Site and/or enter into a Site Schedule, such Affiliate must join in and/or acknowledge, in writing, the terms and provisions of this Lease, as applicable Site Schedule.



31. Miscellaneous:

(a) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(b) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants, or understandings other than expressly set forth herein or therein. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter including without limitation all Prior Agreements, which are expressly amended and restated in this Agreement and the Site Schedules attached hereto. No modification of this Lease shall be effective unless contained in a writing signed, by the authorized representative of each party.

(c) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties as follows: (or to such other address as any party may have furnished to the other in writing.)

If to Lessee: _____

If to Lessor: Pinnacle Towers Inc., 301 N. Cattlemen Rd., Suite 300, Sarasota, FL 34232 Attn: Vice President of Lease Administration.

With a required copy to: Pinnacle Towers Inc., 301 N. Cattlemen Road, Suite 300 Sarasota, Florida 34232, Attn: Legal Department.

Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(d) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any action brought relating to this Lease or any Site Schedule(s) shall be brought in the county in which the applicable Site is located, without regard to conflict of laws rules. Notwithstanding the foregoing, in the event any dispute relates to the interpretation or enforcement of this Lease (and not a particular Site Schedule), or in the event any dispute involves more than one Site and/or Site Schedule, such action shall be brought in Sarasota County, Florida.

(e) Each of Lessor and Lessee represent and warrant to the other that no broker was involved for such representing person in connection with this transaction and each of Lessor and Lessee agrees to indemnify and hold the other harmless from and against the claims of any broker acting on behalf of the indemnifying party in connection with this transaction.

(f) Any reference herein to a Section shall be deemed to refer to the applicable Section of this Lease unless otherwise expressly stated herein. Any reference to a Rider, Exhibit, Schedule or Appendix (collectively "Attachments") shall be deemed to refer to the applicable Attachment attached hereto, all such Attachments being incorporated herein and made a part hereof by this reference. Any Site Schedule signed by Lessor and Lessee, when so signed, shall be incorporated herein and made a part hereof by this reference.

(g) Except as otherwise provided in the applicable Site Schedule, this Lease is solely for the benefit of the parties hereto, their successors and assigns permitted under this Lease and the indemnified parties hereunder and no provisions hereof shall be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right.

(h) Nothing contained herein shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between Lessor and Lessee other than contracting parties.

(i) If the approval or consent of any party is required under this Lease, such approval or consent may only be given in writing.

(j) If at any time a party to a Site Schedule has not executed a counterpart of this Lease, such party will execute and deliver to the other parties a counterpart of this Lease, to evidence and confirm that it has joined into and become a party

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to this Lease, but no failure of any such Site Schedule party to do so will relieve any such party of its obligation hereunder by virtue of its entering into the subject Site Schedule.

(k) At Lessee's request, Lessor agrees to execute a memorandum of agreement for a particular Site Schedule in a form mutually acceptable to the parties, so long as such recordation is not otherwise restricted or prohibited by the applicable Prime Agreement or other covenants affecting Lessor. Lessee agrees to provide Lessor with a copy of any such memorandum within five (5) business days following any recordation of such memorandum.

(l) The heading references herein are for convenience purposes only, do not constitute a part of this Lease and shall not be deemed to limit or affect any of the provisions hereof.

32. State-Specific Provisions.

- (a) FLORIDA. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (b) TEXAS. WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE COLUNTARILY CONSENTS TO THIS WAIVER.
- (c) NORTH CAROLINA. Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

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**Exhibit A to
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IN WITNESS THEREOF, this Lease has been duly executed and delivered by Lessor and Lessee on the date indicated below.

LESSOR:
PINNACLE TOWERS INC., for itself or on behalf of:
AIRCOMM OF AVON, LLC
BROADCAST TOWERS, INC.
COASTAL ANTENNAS, INC.
COVERAGE PLUS ANTENNA SITES INC.
HIGH POINT MANAGEMENT CO., INC.
ICB TOWERS, LLC
INTERSTATE TOWER COMMUNICATIONS, INC.
INTRACOASTAL CITY TOWERS, INC.
PINNACLE SAN ANTONIO LLC
PINNACLE ST. LOUIS LLC
PINNACLE TOWERS CANADA INC.
PINNACLE TOWERS LTD.
PINNACLE TOWERS III INC.
PINNACLE TOWERS IV INC.
PINNACLE TOWERS V INC.

RADIO STATION WGLD, INC.
SHAFFER & ASSOCIATES, INC.
SIERRA TOWERS, INC.
TOWER SYSTEMS, INC.
TOWER TECHNOLOGY CORP. OF JACKSONVILLE

WITNESS: _____

Printed Name: _____

BY: _____

Name: _____

Title: _____

WITNESS: _____

Printed Name: _____

DATE: _____

LESSEE:
~CustomerName~

WITNESS: _____

Printed Name: _____

BY: _____

Name: _____

Title: _____

WITNESS: _____

Printed Name: _____

DATE: _____

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**EXHIBIT A
MASTER INSTALLATION SPECIFICATIONS**

The following specifications are standards and/or requirements to be satisfied in connection with the performance of any work on any Site. To the extent the terms and provisions of the Master Antenna Site Lease contain requirements which are more stringent than the following specifications, the terms and provisions of Master Antenna Site Lease shall prevail. It being intended hereby that the following specifications do not, and shall not mitigate the standards set forth in the Master Antenna Site Lease. The following standards set forth the minimum requirements, and when other requirements apply, such as requirements of governmental authorities, the provisions of a Prime Agreement, or other standards, the greater standard shall, in all events, prevail. The following specifications are subject to change, from time to time, in Lessor's sole discretion. In the event of any such change, notice thereof shall be provided to Lessee, who must thereafter comply with such specifications. Lessee shall be responsible for ensuring that the following specifications are strictly followed, and will be jointly and severally liable with the offending party for any breach/violation thereof. A breach/violation of any of the provisions hereof by Lessee or any party acting by or through the Lessee, including any Contractor or Subcontractor, shall constitute a breach of the terms of the Master Antenna Site Lease. The use of the term "Contractor" herein shall, where applicable, also refer to Lessee, Lessee's agents, guests and other approved/authorized invitees.

1.0 GENERAL REQUIREMENTS

- (a) All Contractors and parties working for or on behalf of Contractor, including subcontractors, laborers and material men working on any Pinnacle Towers Inc. (hereinafter "PTI") Site will comply with or exceed the specifications as set forth below.
- (b) All contractors and subcontractors performing work at a Site will be licensed and insured for the type of work performed at the respective Site.
- (c) All Contractors and subcontractors must meet or exceed the insurance requirements as set forth by PTI.
- (d) All Contractors and subcontractors will procure any and all necessary permits required by city, state, and federal agencies having jurisdictional authority at the respective Site, prior to the start of work.
- (e) All Contractors and subcontractors will obtain all required inspections pursuant to any applicable permitting requirements, including but not limited to all final inspections, sign-offs and the like to complete the permitting process in its entirety.
- (f) The Contractor may subcontract work. All subcontracted work will be in accordance with the terms and conditions as set forth herein. The Lessee and the Contractor, if Contractor is a party other than the Lessee, will be responsible for all work, materials, quality, warranties, schedules, payments, activities, safety, licenses, fees, and any and all matters supplied by any subcontractor.
- (g) All services, materials, and any and all matters furnished by the subcontractor will be considered as furnished by the Contractor.
- (h) All Contractors and subcontractors must register and be qualified by PTI prior to the start of work.
- (i) All Contractors will make a site visit prior to the start of construction. The Contractor will be responsible for all site conditions, which may affect the work to be accomplished, the cost of which will be included within the Contractor's bids.
- (j) The Contractor will obtain from PTI a Notice to Proceed (NTP). No work will be performed prior to the receipt of the NTP, unless an authorized PTI representative provides such exception to the Contractor in writing.
- (k) All work shall be performed in accordance with the applicable federal, state, and local codes and ordinances.
- (l) All Contractors and subcontractors shall have a minimum of 5 years experience in tower erection and retrofit and shall have a working knowledge of the TIA/EIA 222-F "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".
- (m) All Contractors and subcontractors are responsible for all but not limited to; means and methods, sequence, techniques or procedure necessary for performing, superintending or coordinating all portions of the work and any health or safety precautions required by any regulatory agencies.
- (n) The Lessee and Contractor are jointly responsible for job safety, and each warrants to Lessor same.
- (o) The Contractor is responsible for site visit and verification of work, schedule, and materials prior to the start of work.
- (p) Contractor shall measure and verify all existing conditions and dimensions in the field.
- (q) Contractor shall install and provide all labor and materials necessary to complete the work in accordance with plans and specifications as furnished by an engineer and approved by PTI.
- (r) Contractor will be responsible for maintaining any schedule set forth by PTI.
- (s) Contractor will during and at completion of project, promptly clean and remove all debris due to Contractor's work from site and restore site to as good as or better than pre-construction condition.
- (t) Contractor will obtain and furnish a "Contractors Release of Lien", and furnish same to PTI prior to and at the completion of its work covering all labor and materials furnished by the Contractor, subcontractors, their representatives and others working through or under the Contractor.

2.0 ELECTRICAL

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- (a) All Electrical installations shall be in accordance with the local governing codes or where no such code exists, the National Electrical Code, as revised. Electrical installations should strive to minimize the impact to existing installations (scheduled service outages, intrusive wiring, etc.).
- (b) All electrical work shall meet BVOCA, UBC, NEC, and all applicable local, state, and federal codes.
- (e) All electrical equipment shall be UL approved.
- (f) Prior to the commencement of any work the Contractor shall order a locate for ALL utilities. No work will be performed until such locate has been completed.
- (g) Outdoor exposed conduit shall be GRC or Schedule 80 PVC with UV protection.
- (h) All underground conduits shall be schedule 40 PVC. Underground conduit shall be buried a minimum of 6" below the frost line or as required by jurisdictional regulations, whichever is the greater.
- (i) All underground conduit and the installation thereof shall meet or exceed the NEC.
- (j) All underground electrical work, when covered shall have a warning tape installed 6" below the finished dirt grade, and running directly over the buried conduit and/or ground wire. This applies to all electrical wiring, grounding, telephone, low and high voltage lines and devices.
- (k) Electrical service ground rods shall be copper clad steel, 5/8" diameter, 8 feet long, minimum.
- (l) Meter sockets shall be Square D brand or as directed by local utility, or by jurisdictional authority.
- (m) All electrical panels, switches and the like shall be Square D brand or as directed by local utility, or by jurisdictional authority.
- (n) All conduits installations shall be installed so as not to interfere with existing work.
- (o) All conduits shall be installed toward the outside edge of the compound and turn at a 90-degree angle into the Site. No conduit will be installed in a direct line from the service to the lease area. All reasonable efforts shall be made to minimize conflict with future installations.

3.0 ELECTRICAL GROUNDING - BONDING

- (a) All new work will be grounded.
- (b) Prior to the commencement of any work the Contractor shall order a locate for ALL utilities. No work will be performed until such locate has been completed.
- (c) All grounding rods shall be copper clad steel, 5/8" diameter, 8 feet long, minimum.
- (d) A ground ring will be installed around all new or existing tower installation where an existing ring does not exist or does not meet the minimum grounding requirements of 5 ohms or less.
- (e) All anchor heads and guy wires will be grounded (see 11.0.10).
- (f) The minimum requirement for ohm readings shall be 5 ohms or less.
- (g) Grounding wire shall be #2 AWG, bare solid tinned copper cable.
- (h) All connections of the grounding wire will be by Cadwell connection.
- (i) All towers will have a minimum of three (3) ground bars, equally spaced around the tower with inspection ports, with test leads.
- (j) All buildings will have a minimum of three (3) ground bars, equally spaced around the building with inspection ports, with test leads.
- (k) All buildings will have three (3) leads from the building ground ring leading to and connected to fence posts adjoining the building.
- (l) Inspection ports shall be a minimum of 6 inches in diameter, with a PVC schedule 40 minimum pipe extending from the surface, properly capped, down to 6" below the top of the ground rod.
- (m) Ground leads will be connected to each post supporting the wave-guide bridge.
- (n) All underground electrical work, when covered shall have a warning tape installed 6" below the finished dirt grade, and running directly over the buried conduit and/or ground wire.
- (o) All ground rings will be interconnected (tower, building, pads, ice bridges, fence, generator, tank, etc)
- (p) If a fuel tank is installed, a ground ring will be placed around the tank. One of the ground rods shall be placed between the tank and the interconnecting wire lead.
- (q) If a generator is installed, a ground and ground lead will be installed. The ground rod shall be placed between the generator and the interconnecting wire lead.
- (r) All ground wire on the exterior of the building and/or equipment pads will be placed in gray schedule 40 conduit, extending from the building and/or equipment pad exit point of the wire and extending 6" below ground cover. The top opening of the conduit, where the ground wire enters shall be sealed with watertight caulking. All wires on top of equipment pads will be in gray schedule 40 conduit. All conduits will be installed in an orderly organized fashion.

4.0 CABLE AND TELEPHONE

- (a) Telephone demarks locations are normally provided in developed sites. When additional cable is required, such cable shall be installed in a manner as to minimize interference with existing and future installations.

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- (b) Cable shall be laid from the demark location parallel and adjoining the fence line to a point where a 90 degree turn can be made directly to the customer pad or building.
- (c) All cable will be laid in schedule 40 conduit, a minimum of 24 inches below the finish grade.
- (d) The Contractor shall provide a marker tape over such conduit, 6 inches below finish grade.
- (e) Electronic equipment connected to the telephone network must be registered under part-68 of the FCC rules.
- (f) All equipment installed in the building must conform to the provisions of FCC Part-15, Class-B, for RF emissions.
- (g) The use of RG-type coaxial cables or similar RF transmission cables not utilizing 100% shielded solid outer conductor is strictly prohibited. Such cable is permitted only for the transmission of low-speed data or other RF circuits operating at 500 HZ or less, provided all continuous or segmented runs are less than 20 feet in total length. All braided shield or foiled shielded cables are also prohibited for RF transmission.
- (h) All RF transmission lines must be 100% continuous solid shield.
- (i) All RF connectors shall be brass or silver-plated copper or better, and are to be solder-type or mechanical compression connectors. Crimp type connectors are expressly discouraged.
- (j) All wiring and cables within a given rack area will be properly dressed and/or bundled with ty-wraps or cable ties and with the excess wrap cut close to the barbs. No tape, twisted wire, twine, and like kind fastened devices will be allowed.
- (k) All wiring will be installed in a professional neat manner, properly bundled, fastened with appropriate ties, run in a vertical and horizontal manner, in trays, or in common bundles.

6.0 APPROVED CONCRETE & CONCRETE WORK

- (a) All concrete will meet or exceed the plans and specifications as set forth on the signed and sealed engineering drawings for the respective Site, will meet or exceed all governmental jurisdictional requirements and/or will meet or exceed the minimum standards as set forth below.
- (b) All concrete will be placed in accordance with approved signed and sealed plans, such plans receiving approval from PTI, and governmental jurisdictional authority.
- (c) Prior to the commencement of any concrete work the Contractor shall order a "locate" for ALL utilities. No work will be performed until such locate has been completed.
- (d) Prior to commencement of concrete work the Contractor shall procure the appropriate permits from all jurisdictional authorities, covering all the work to be performed. A copy of each permit will be forwarded to PTI, prior to the commencement of work.
- (e) All projects upon which concrete is placed, for equipment pads, building foundations, tower foundations, and tower anchors shall meet the minimum compressive strength of 3000 psi at 28 days, maximum aggregate size $\frac{3}{4}$ ", slump range 4" \pm 1", or as set forth by the engineer.
- (f) All concrete design will be in accordance with ACI 318.
- (g) All concrete will be placed in accordance with ACI 301 and/or standard as set forth by governmental jurisdictional authority, or as set forth by the engineer, or as set forth by an authorized PTI representative, whichever is greater.
- (h) The Contractor shall provide three (3) test cylinders on every project requiring the placement of 6 or more yards of concrete. The cylinders will be filled from different loads following the discharge of approximately $\frac{1}{3}$ of the load.
- (i) Test cylinders will be labeled with the project number, date, time, load number, and will properly stored in accordance with testing engineering per ITA.
- (j) The Contractor at the Contractor's expense will have the cylinders delivered and tested by a certified testing company, for the 7 day and 28 day break test. A copy of the test results will be provided to PTI upon receipt.
- (k) The Contractor will provide PTI with a complete set of plans upon which is affixed the approval stamp of the jurisdictional governmental authority.
- (l) All steel reinforcement will be placed in accordance with ACI 301.
- (m) All concrete dimension tolerance will be $\pm \frac{3}{8}$ ".
- (n) All concrete edges will have a 1" chamfer.
- (o) All concrete embedment placements will be at $\pm 1/8$ ".
- (p) All concrete bolt placement will be $\pm 1/16$ "; circle orientation $\frac{1}{4}$ degree; circle diameter $\pm 1/16$ ".
- (q) Minimum concrete cover for reinforcement shall be 3" minimum. Approved spacers shall be used to insure a 3" minimum coverage.
- (r) Stirrups will be installed per plans. Stirrups will be double tied.
- (s) Overlap of steel where required will be a minimum of 20 diameters.
- (t) The installation of anchor devices and the angles of set will be as determined per the approved signed and sealed engineering plans. The tolerance for such placement will be ± 2 degrees.
- (u) No concrete will be poured in wet holes, except for caissons where the use of a trundle will be utilized, the bottom point of which will be extended to the lowest point of the pour and raised as the pour proceeds with the lowest point remaining below the top of the concrete. In all other cases, the Contractor will sump or well pump the excavation prior to the pour to a point where the water is below the pour area.
- (v) Backfill of foundations will be done in 6" lifts and meet a proctor of 90%.

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- (w) All threaded embedded bolts will have their bolts lubricated prior to the placement of concrete.
- (x) After concrete has set, there will be no movement of anchor bolts.
- (y) All forms will be removed so as not to stress or damage concrete work. Forms will be removed from the site.
- (z) Any exposed "honey comb" in the concrete to a distance of 6" below finished grade will be filled with epoxy designed for such use.
- (aa) The Contractor upon completion of back-fill will complete finish grade in a manner consistent with the existing compound area. If fabric and rock exist in the remaining compound area the Contractor will finish all disturbed surface areas in a similar manner.
- (bb) The Contractor will remove from the site all extra fill materials, all debris, and all extra construction materials placed on or brought to the site by Contractor or due to Contractor's work.

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6.0 APPROVED STRUCTURAL UPGRADES

- (a) All structural steel shall be fabricated and erected in accordance with the latest AISC code and ASTM specifications.
- (b) The steel strength shall be determined and specified by the PTI engineer.
- (c) Steel shapes shall conform to ASTM A-36.
- (d) Pipes shall conform to ASTM A-501 or ASTM A-53 (grade B). All pipe sizes shall be nominal diameter unless noted otherwise on the engineering drawings.
- (e) All welded sections and connections shall be made using specified welds with welding electrodes E-70xx.
- (f) All shop and field welding shall be done by welders qualified as described in the "American Welding Society's Standard Qualification Procedure", to perform the type of work required.
- (g) All bolted sections shall use galvanized high strength bolts, ASTM A-325.
- (h) All steel, after fabrication in shops, shall be hot dipped galvanized per ASTM A-123.
- (i) All damaged surfaces, welded surfaces, field welded areas shall be properly cleaned, prepared, and painted with two (2) coats of cold galvanizing compound.
- (j) Replacement of bolts will be the same size A-325.
- (k) All tower assembly bolts will be inserted out or up, per the hole requirements.
- (l) Bolts will be tightened in accordance with ANS/IEA 222-F section 1.13.2
- (m) Flat washer will be installed with bolts on all slotted holes.
- (n) Pal nuts are to be installed after nuts are tight and with lip edge out or up, per the hole requirements
- (o) No foreign steel will be accepted unless it is certified to meet ASTM requirements.
- (p) On structural steel members to be replaced, the Contractor will install proper bracing in the parallel direction of the member to be replaced, prior to the removal of the member. Installation shall be complete, properly torque set, with pal nuts, prior to the removal of the bracing. The Contractor will only remove one (1) member and replace one (1) member at a time on the structure. The PTI engineer at the PTI engineer's sole discretion may only modify exceptions to this procedure. Proper transfer of temporary loading is essential.
- (q) All work shall be in accordance with the approved engineering plans and specifications as set forth for the respective site. No variation to the plans and specifications will be allowed without the prior written consent of the engineer.

7.0 BUILDINGS, EQUIPMENT PADS, AND INSTALLATION THEREON

- (a) Prior to installation thereof, PTI will approve all building and equipment pad designs and placement, such approval being granted in writing.
- (b) All buildings and equipment pads will be located in accordance with pre-approved locations.
- (c) The respective PTI expeditor prior to installation thereof will approve all utility designs and the placement, such approval being granted in writing.
- (d) All buildings and equipment pads will receive the appropriate governmental jurisdictional approval and permit(s), prior to the start of construction.
- (e) A copy of the permit(s) for the subject work, with a copy of the approved signed and sealed engineering drawings will be furnished to PTI, prior to the start of construction.
- (f) Generators, fuel tanks and utility lines will be located and approved by PTI prior to installation.
- (g) All fuel tanks will be located a minimum of 10 feet clear from all structures or per the engineer's drawing, or per the jurisdictional governmental permitting authority, whichever distance is greater.
- (h) All fuel tanks will be in approved vessels, designed to meet or exceed all environmental and jurisdictional governmental requirements. The fuel tanks will be anchored per specification to meet or exceed wind and flotation requirements.
- (i) All generators will be installed in accordance with the engineer's drawing, or per the jurisdictional governmental permitting authority. The generators will be anchored to the equipment pad per the manufacturer's recommendations.
- (j) All generators will be electrically connected and installed with grounding and appropriate connections and safeguards.
- (k) Electrical connection or disconnections will not interfere with the electrical service of others.
- (l) All buildings will be anchored to their respective pads in accordance with manufacturer's recommendations or per the jurisdictional governmental permitting authority.
- (m) All outdoor equipment will be anchored appropriately on the equipment pads. Electrical conduit, transmission cables, and other devices will be installed in a neat and organized manner. The conduits shall be installed so as not to cause a safety hazard. The conduits crossing the concrete pad will be securely fastened.
- (n) All buildings pads, equipment, generators, tanks, and other devices will be properly grounded.

8.0 EQUIPMENT INSTALLATION

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- (a) PTI will issue bar coded labels, which shall be attached to all equipment installed by the customer. Contractor will install all bar codes and brass tags on all Permitted Equipment.
- (b) Should Lessee replace or alter its equipment and, in connection therewith, the identification tag is altered, destroyed, or otherwise unidentifiable, it will be the Lessee's responsibility to notify PTI to obtain replacement tags for the subject equipment.
- (c) In certain cases PTI, at PTI sole discretion, may install, remove, change, or otherwise alter the identification system.
- (d) All unidentified equipment will be considered unauthorized and/or unclaimed and/or abandoned and shall be removed without notice.
- (e) Site equipment installed on the tower/rooftop which does not conform to these guidelines, or requires special consideration prior to installation, must be reviewed and approved in writing by PTI prior to installation.
- (f) All equipment installed on rooftops will be properly fastened to the structure, to prevent wind damage effects, and all openings or penetrations to the structure, sealed to prevent water damaged to the structure.
- (g) Equipment cabinets mounted on the tower/rooftop must be pre-authorized and approved by PTI.
- (h) Equipment or cabinets mounted on platforms or rooftops will be constructed of galvanized or stainless steel and will be securely fastened to the structure.
- (i) Rooftop equipment will be properly installed on sleepers, which shall be installed by a licensed roofing Contractor, properly flashed and hot-mopped.
- (j) All penetrations into a roof must be pre-approved by PTI, and shall have a riser, flashed and hot mopped. Such riser will extend to a height greater than the highest water level allowed by the roof drainage system.
- (k) All cable traversing the roof will be fastened to sleepers, in such a manner that no cable will rest directly on the roof membrane.
- (l) PTI, in certain site installations supplies equipment racks. PTI reserves the right to install other 3rd party equipment in various locations within the rack.
- (m) The co-location of a different customer, or 3rd party equipment installed within the rack, shall be engineered to provide free enjoyment of the space, without compromising the integrity of the individual systems.
- (n) When the Lessee's equipment is located within a building and not within a PTI provided service rack, then the Lessee shall ground/bond the installed equipment to the facility bonding system, with a copper grounding strap or equivalent copper braid capable of minimum current capacity of 75 amperes.

9.0 LINES AND ANTENNAS

- (a) Lines and antennas will be installed per the executed lease and painted. Lines will be of the stated diameter and antennas will be per the model as stated within the executed lease.
- (b) Antennas will be installed at the height stated within the Schedule, such stated height being the effective radiated height of the antenna, unless otherwise noted on the lease.
- (c) If installation of lines is on a painted tower, then all lines will be painted in accordance with FAA approved color for the section(s) in which the lines are installed.
- (d) Lines will be fastened to the tower on an approved wave-guide ladder unless otherwise specified by the licensed PTI engineer. Where no ladder exists, it will be the responsibility of the Contractor to furnish and install same.
- (e) Lines will be bundled per the PTI engineering requirements or as specified on the Authorized PTI representative's Scope of Work.
- (f) No standoff mounts will be allowed, or attached to the legs of the tower. All mounting must be within the face of the tower to minimize the effects of wind loading.
- (g) Lines will be installed with appropriate approved clips, Andrew or equal.
- (h) A personal radiation monitor shall be used at all times while on the Site when radiation may be of concern from a broadcaster, a power down requirement, or other situation where there is possible radiation exposure, that may be controlled by others, or present unknown exposure to the Contractor.
- (i) All outdoor cables shall be constructed of solid shield outer conductors with jackets capable of withstanding severe weather and ultraviolet radiation.
- (j) Lines and Antennas shall meet jurisdictional governmental permitting authority requirements and codes for wind loading within the site zone.
- (k) There will be no modification, tampering, re-tuning, or other action permitted to any equipment owned by PTI, or other third party customers.
- (l) The Contractor will install and attach customer identification tags to each new line. Brass numbered tags will be furnished by PTI to the Contractor.
- (m) There will be three (3) tags per line, one at the antenna base, one at the ice bridge prior to entry to the shelter or pad mounted equipment, and one in the shelter or in the pad mounted equipment.
- (n) All antenna mounts will be low or T-boom mounts unless otherwise specified in the executed lease. Heavy duty mount installation with grating or other heavy components which effect the future loading will need to be reviewed and approved by PTI marketing and engineering, prior to installation.

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- (c) All antenna installations will not exceed the height requirements as set forth by the FAA. If any antenna is to exceed the presently filed and approved FAA height requirement, a notice and filing with the FAA will be required. No installation of antennas encroaching above the approved height will be approved or installed until the FAA determination and approval is received by PTI.

10.0 ICE BRIDGE

- (a) Any ice bridge, if required, will be installed in accordance with the plans and specifications and in a manner and location as approved by PTI.
- (b) Ice bridge supports may be of the trapeze or two (2) legged support style (two (2) legged support style is preferred).
- (c) Ice bridge will be 24-inch wide grip strut (24" wide / 10 diamond x 3" channel x 10' long) or equal. Assembly will be per manufacturer's recommendations.
- (d) Transmission cable will be hung under the ice bridge on horizontal struts. Cable will be fastened to the strut with snap-in clips.
- (e) When two or more sections of ice bridge are joined, the joint will be ridged. A support pole will be located within twelve (12) inches of the joint.
- (f) All support poles for the ice bridge will be schedule 40 minimum.
- (g) The ends of all support poles will be placed a minimum of 2-feet into the ground, 2-feet 6-inches below finished grade, with a minimum of 1 cubic foot of concrete pour and set for each vertical pole.
- (h) All structures or assemblies with overhead structure hanging below 7-feet 6-inches, will be posted with an appropriate overhead sign reading "Caution Low Overhead". The signage will be posted on both sides. There will be a minimum of 2 signs per 10-foot section or portion thereof.
- (i) All assembled parts will be galvanized material. (no dissimilar materials).
- (j) All cut edges will be cold galvanized (2 coats).
- (k) All support poles will be grounded individually with a ground wire fastened by Cadwell.

11.0 SITE

- (a) The Contractor will install within the limits of the existing Site and only at locations therein pre-approved by PTI.
- (b) The Contractor will comply with all engineering details, and governmental jurisdictional requirements.
- (c) The Site will be secured at the completion of each work day. Where the Contractor has removed a fence, or a section of fence for installation purposes, then the fence removed or a temporary fence, at least 6-feet tall, shall be installed at the end of the work day.
- (d) The Contractor will notify the landowner in writing, in advance of start of construction. Such notice will include notification of the scope of work, and construction schedule.
- (e) The Contractor will enter the Site per the approved ingress / egress easement or access areas.
- (f) The Contractor will not store materials outside of the Site, including vehicles, trucks, machinery, and the like, without the express approval of PTI.
- (g) The Contractor is responsible for all materials stored at the Site. The transfer of ownership of materials will not occur until the materials are installed.
- (h) The Contractor will not remove and/or disturb any trees or landscaping without the express written consent of PTI. The Contractor will be responsible to PTI for reimbursement of any cost for disruption, delays, destruction, removal, or other cost associated with its work.
- (i) The Contractor and Lessee will be responsible for all cost of disruption to other tenants caused by the Contractor's activities/work.
- (j) The Contractor upon completion of installation will complete finish grade in a manner consistent with the existing Site. If fabric and rock exist in the remaining Site, then the Contractor will finish all disturbed surface areas in a similar manner.
- (k) The Contractor on completion will restore any and all services disrupted or altered by its installations.
- (l) The Contractor will remove from the site all extra fill materials, all debris, and all extra construction materials.
- (m) The Contractor will furnish to PTI "before" and "after" pictures of the site and the installation.

12.0 SAFETY AND SAFETY CLIMBS

- (a) The Contractor will comply with all OSHA regulations.
- (b) The Contractor shall have a safety meeting prior to the start of work. A safety meeting will be held at least every 5 workdays. The Contractor will keep a written log of the meeting, attendees, and matters discussed. The written log will be available at the Site for inspection at any time.
- (c) All personnel visiting, working, or otherwise on the Site for any purpose shall wear the proper safety equipment as prescribe by OSHA.

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- (d) No person will enter a Site without, a safety hat, steel-toe boots, and appropriate work clothes. No shorts or sneakers will be allowed on the Site at any time for any reason.
- (e) All PTI towers upon which any construction work will be performed will be fitted with a safety climb.
- (f) All construction workers climbing the tower are required to have an approved safety harness with carabineer and sleeve (trolley), which will be utilized in the climbing of the tower.
- (g) In such cases where a tower upon which upgrade construction work is to be performed, is found not to have a safety climb, then the Contractor will be required to install same.
- (h) All safety climbs will be cable-type, which meet or exceed the performance requirements of OSHA, FAA RR-S-001301 and ANSI A 14.3-1984, and will include at the minimum a top assembly bracket, 3/8" EHS cabling, cable guide standoff assemblies installed at a maximum of 25 foot intervals, and a bottom bracket assembly, all of which will be installed per the manufacturers recommendations.

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INSURANCE FOR LESSEE, LESSEE'S CONTRACTORS AND LESSEE'S SUBCONTRACTORS

Contractor's and Subcontractor's Commercial General Liability: Lessee shall require insurance of the following types and in the following amounts:

(1) Lessee shall require Approved Contractors working on the Site performing General Site Maintenance, defined as:

- (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or
- (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.),
- (c) to carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

(2) Lessee will require Approved Contractors working at a Site, but not on the tower itself, and excluding the above functions, to carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

(3) Lessee will require Approved Contractors working at a Site in any capacity which requires climbing the tower itself, to carry umbrella/excess liability insurance in addition to business automobile, commercial general liability and workers compensation with minimum limits of:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	\$1,000,000.00
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Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit	\$ 5,000.00

Workers Compensation:

Requirements for the State of the site location	Statutory
Employers Liability	
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

General: Within five (5) days after the execution of a Site Schedule, but prior to the commencement of the initial term of such Site Schedule, Lessee shall provide Lessor with certificates of insurance evidencing the foregoing coverage in force for the applicable Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Notwithstanding the foregoing, certificates of insurance with regard to Approved Contractors may be provided by

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Lessor prior to their work on any Site. Each certificate must be Site specific and shall name Lessor as an "additional insured" on the applicable liability policy, except workers compensation insurance. All insurance shall be maintained during the term of the applicable Site Schedule in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

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Exhibit C

ANTENNA SITE LEASE SCHEDULE NO.:
MASTER ANTENNA SITE LEASE NO.:

This Antenna Site Lease Schedule is an integral part of the Master Antenna Site Lease (the "Lease") referred to above and constitutes a Site Schedule and is incorporated into such Lease. To the extent the terms of this Site Schedule conflict with the terms of the Lease, the terms and provisions of this Site Schedule shall prevail.

LESSOR: **Name:** Pinnacle Towers Inc., for itself or its Affiliates, as applicable
Address: 301 N. Cattlemen Rd., Suite 300
City/State/Zip: Sarasota, FL 34232
Phone: 941-364-8886 Fax: 941-364-8761

LESSEE: **Name:** Corban Communications, Inc. ("Corban")
Address: 901 Jupiter
City/State/Zip: Plano, TX 75074
Phone: (972) 633-4660 Fax: (972) 398-2379

Entity Type: XXX Commercial
State of Incorporation/Domicile:

CONTACT(s): **With copy of notices to:**
Name: Real Estate Department
Phone: (800) 475-3727
Fax: (972) 398-2379
E-Mail:

BILLING: **Name:** Corban Communications, Inc.
ATTN: Real Estate Manager
Address: 901 Jupiter
City/State/Zip: Plano, TX 75074
Phone: (800) 475-3727 Fax: (972) 398-2379

SITE SCHEDULE COMMENCEMENT DATE:

INITIAL TERM: 1 year from the date of the execution of Lease.

RENEWAL TERM(S): Lease automatically renews annually unless otherwise terminated in accordance with the terms of the Lease.

INITIAL MONTHLY RENTAL RATE \$0.00 per month plus any applicable taxes and other sums required herein.

BILLING CYCLE: Payment of all Rent due hereunder, as well as any recurring charges, costs and/or fees, shall be paid in advance for the ensuing period, as follows:

X Monthly Quarterly Semi-Annually Annually.

NOTE: Notwithstanding anything contained above to the contrary, Lessor reserves the right to invoice Lessee monthly, or otherwise more frequently invoice Lessee, for forestry/permit fees, air handling charges/surcharges, utility/electric consumption, and other expenses incurred by Lessor with respect to Lessee's occupation of the Site, and otherwise due and payable pursuant to the terms of the Master Antenna Site Lease.

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RENT ESCALATION: N/A

SECURITY DEPOSIT: N/A \$ _____ payable on or before _____. Any security deposit required herein will be held in a non-interest bearing account and shall be returned to Lessee thirty (30) days following the conclusion of the Schedule Term, provided Lessee is not then in default, and all equipment, to the extent required, has been properly removed and the Site properly restored. The Security Deposit may be used by Lessor to cure any default by Lessee hereunder, including, without limitation, a default in the payment of rent and/or the proper removal of equipment.

GOVERNMENTAL USE AND/OR ACCESS FEES: If the Site and/or Lessee's occupancy thereof is subject to governmental use and/or access fees, Lessee shall reimburse Lessor for any applicable fees based upon the actual expense incurred by Lessor, to be reasonably apportioned by Lessor based upon either (i) the number of users at the Site; (ii) the nature of the equipment on the Site; (iii) the access needs of the applicable Lessee; and/or (iv) such other circumstances which may be reasonable at the time.

ENERGY CONSUMPTION:

- Included in rent ("Bundled").
- Not included in rent. Lessee shall be solely liable for all utility expenses relating to its use of the Site. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.
- Sub-metered/Other. Lessee shall fully reimburse Lessor, upon receipt of an invoice therefor, and with the next scheduled rent installment (or monthly, whichever first occurs), all of Lessee's actual electric consumption.

Flat Rate in the amount of

_____ per month, payable with each rent installment.

X Other. Not included in rent. Corban is billed quarterly in arrears at 140% of the sub-metered consumption for Corban. Air conditioning in shelter will be set no hotter than 78 degrees Fahrenheit, noncondensing.

GENERATOR USE:

- Not applicable.
- Included in Rent ("Bundled") Lessee shall be solely liable for all utility expenses relating to its use of the Site. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.
- Lessee Supplied Generator. If Lessee is authorized to locate a generator at the Site, the location and location of the generator must be submitted to Lessor for approval prior to installation. Lessee shall be responsible for any and all costs associated with the use, ownership and operation of the generator, as well as any increase in rent due under the Prime Agreement as a result of the location of a generator on the Site.
- Lessor-Supplied Generator. If Lessor supplies a generator to the Site, Lessee shall pay Lessor an amount equal to \$_____ per month, payable with each rental installment, for use of and/or access to Lessor's generator. If Lessee utilizes Lessor's generator, Lessee covenants and agrees that it will take no action, nor fail to take any action which would interfere with, or otherwise detrimentally impact the use and/or operation of Lessor's generator.
- X Other. Generator usage in excess of 72 hours per quarter is reimbursed pro rata as compared to total consumption on the site.

NOTE: With regard to Bundled and Flat rates, the electricity rate contemplated thereby assumes an electricity cost of (seven) 7 cents per kilowatt-hour. Lessor reserves the right to adjust the monthly Bundled or Flat rate to cover any increases in this rate. Lessor reserves the right to disconnect any equipment, without further notice or action, in the event Lessee fails to timely make any payment required under the Lease and/or Schedule after the expiration of any cure period.

HVAC CHARGE/SURCHARGE:

- Not Applicable.
- Applicable, in the amount of

_____ per month.

X Included in Energy Consumption

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LESSEE'S FCC LICENSE/CALL SIGN(S): _____
EXPIRATION DATE: _____

PERMITTED EQUIPMENT/FREQUENCIES/TOWER LOCATIONS: [SEE SCHEDULE 1 ATTACHED]
PERMITTED BUILDING SPACE:

OPTIONAL PROVISIONS: [SEE SCHEDULE 2 ATTACHED]

[SEE SCHEDULE 3 ATTACHED]

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THIS SCHEDULE MUST BE EXECUTED BY LESSEE ON OR BEFORE _____ TO AVOID DELAYS IN PROCESSING. UNDER NO CIRCUMSTANCES SHALL THIS SCHEDULE BE CONSTRUED AS AN OFFER. THIS SCHEDULE SHALL HAVE NO EFFECT UNLESS OR UNTIL IT IS DULY EXECUTED BY BOTH LESSOR AND LESSEE.

LESSOR:
PINNACLE TOWERS INC., for itself or on behalf of:
AIRCOMM OF AVON, LLC
BROADCAST TOWERS, INC.
COASTAL ANTENNAS, INC.
COVERAGE PLUS ANTENNA SITES INC.
HIGH POINT MANAGEMENT CO., INC.
ICB TOWERS, LLC
INTERSTATE TOWER COMMUNICATIONS, INC.
INTRACOASTAL CITY TOWERS, INC.
PINNACLE SAN ANTONIO LLC
PINNACLE ST. LOUIS LLC
PINNACLE TOWERS CANADA INC.
PINNACLE TOWERS LTD.
PINNACLE TOWERS III INC.
PINNACLE TOWERS IV INC.
PINNACLE TOWERS V INC.
RADIO STATION WGLD, INC.
SHAFFER & ASSOCIATES, INC.
SIERRA TOWERS, INC.
TOWER SYSTEMS, INC.
TOWER TECHNOLOGY CORP. OF JACKSONVILLE

BY: _____
Name: _____
Title: _____
DATE: _____

LESSEE:
CORBAN COMMUNICATIONS, INC.

BY: _____
Name: _____
Title: _____
DATE: _____

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**SCHEDULE 1 TO SITE SCHEDULE
ANTENNA SITE LEASE SCHEDULE NO.:**

1) **TOWER (SDA) MOUNTED EQUIPMENT LIST**

[See Schedule 3, which may be supplemented in accordance with the Purchase and Sale Agreement dated December 20, 2002 by and between Lessor and Lessee (the "PSA").

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2) **GROUND & BUILDING EQUIPMENT LIST:**

See Schedule 3

CURRENTLY INSTALLED or TO BE INSTALLED

Lessor's Building (OR) Lessee's Building				
		"W x	"D x	"H
Outdoor Pad/Slab:	ft x ft (sq. ft.)			
Utilizing Multicoupler:	Yes No	Owned by Lessor or Lessee		Barcode:
Utilizing Combiner:	Yes No	Owned by Lessor or Lessee		Barcode:
Utilizing Crossband Coupler:	Yes No	Owned by Lessor or Lessee		Barcode:
Filters/Duplexers/Bandpass/Isoplexor:	Yes No	Barcode:		

Total # of Cabinets:		Total # of Units:	
PTI Bar Codes			
Stacked:	Yes No		
Cabinet Dimensions:	"W x "D x "H		
Floor Space:	2 ft. x ft. (sq. ft.)	Building Space:	ft. x ft. (sq. ft.)
Equipment Make/Model:		Type:	
Power Requirements:	Volts	Transmit Power:	
Notes:			

Total # of Racks:		Total # of Units:	
PTI Bar Codes			
Stacked:	Yes No		
Rack Dimensions:	"W x "D x "H		
Floor Space:	2 ft. x ft. (sq. ft.)	Building Space:	ft. x ft. (sq. ft.)
Equipment Make/Model:		Type:	
Power Requirements:	Volts	Transmit Power:	
Notes:			

Generator:	Yes No	Barcode:	
Dimensions:	"W x "D x "H		

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Exhibit A to
Pritchard Affidavit



3) **PERMITTED FREQUENCIES:** (to be provided prior to closing in accordance with the PSA)

Transmit Frequency (MHz):					
Receive Frequency (MHz):					

NOTE: This Schedule contains, in its entirety, Lessee's inventory of equipment specific to this rental agreement.

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**Exhibit A to
Pritchard Affidavit**



**SCHEDULE 2 TO SITE SCHEDULE
ANTENNA SITE LEASE SCHEDULE NO.:**

a) Legal Description of Site:

[Attach Legal] (to be provided prior to closing in accordance with the PSA.

b) Building/Ground/Floor Space Location(s) (if applicable) within site:

[Attach Diagram]. (to be provided prior to closing in accordance with the PSA.

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**Exhibit A to
Pritchard Affidavit**



**SCHEDULE 3 TO SITE SCHEDULE
ANTENNA SITE LEASE SCHEDULE NO.:**

The following provisions are hereby incorporated into the above referenced Site Schedule, and shall pertain only to the Site to which such Site Schedule relates. To the extent anything contained within this Schedule 3 conflicts with the terms and provisions of the Site Schedule and/or the Master Antenna Site Lease, the terms and provisions of this Schedule 3 shall prevail:

1. Corban does not have the right to sublease or charge other customers for use of the Site or any portion thereof.
2. The following sets forth the Permitted Equipment located on the Site as of the execution of this Lease:
 - a. Antennae, including dishes, that Corban owns;
 - b. Waveguides that Corban owns;
 - c. All cables, wiring and associated lines and coaxial cables used exclusively by Corban's operations;
 - d. All radio equipment associated with Corban's operations;
 - e. Multiplexers associated with Corban's operations;
 - f. Radio alarms and control equipment associated with Corban's operations;
 - g. Batteries and rectifiers used to support Corban's microwave communications equipment and system (but not including those batteries and rectifiers used to support tower lighting at the Tower Sites;
 - h. Racks used exclusively by Corban;
 - i. Dehydrators used for Corban's equipment.

NOTE: ANY PROVISIONS IDENTIFIED ON THIS SCHEDULE 3 MUST HAVE THE SPECIFIC APPROVAL OF THE LEGAL DEPARTMENT FOR PINNACLE TOWERS INC., AS EVIDENCED BY AN INITIAL IN THE FOLLOWING SPACE: _____

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**Exhibit A to
Pritchard Affidavit**



EXHIBIT E**PROMISSORY NOTE****PROMISSORY NOTE**

\$800,000.00

_____, 2003

FOR VALUE RECEIVED, the undersigned, CORBAN COMMUNICATIONS, INC., a Texas corporation, and CORBAN TOWERS, INC., a corporation, hereby jointly and severally promise to pay to the order of PINNACLE TOWERS, INC., a Delaware corporation, the principal sum of Eight Hundred Thousand Dollars (\$800,000.00) with interest on the unpaid balance thereof from the date hereof until maturity at the rate of five percent (5%) per annum, both principal and interest payable as hereinafter provided in lawful money of the United States of America at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, or at such other place as from time to time may be designated by the holder of this Note.

All past due principal and/or interest or installments thereof shall bear interest at the lesser of the highest lawful rate or eighteen percent (18%) per annum.

The principal of this Note shall be due and payable in two (2) equal annual installments of \$400,000.00 each, commencing on _____, 2004, and continuing regularly and annually thereafter until _____, 2005, on which date all unpaid principal of and accrued interest on this Note shall be due and payable. Interest accruing hereon shall be due and payable in full as it accrues on the same dates as, but in addition to, said installments of principal.

Upon the failure to pay any installment of the principal of or interest on this Note as above promised, the holder of this Note or any part thereof shall have the option of declaring the principal balance hereof and the interest accrued hereon to be immediately due and payable.

The undersigned shall have the right to prepay, without penalty, at any time and from time to time prior to maturity, all or any part of the unpaid principal balance of this Note and/or all or any part of the unpaid interest accrued to the date of such prepayment, provided that any such principal thus paid is accompanied by accrued interest on such principal prepayment. Payments and prepayments of this Note shall first be credited to interest and lawful charges then accrued and the remainder to principal, unless otherwise determined by payee in its sole discretion.

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Exhibit A to
Pritchard Affidavit



Any prepayments of installments due shall be applied to the last installments due hereunder.

It is the intent of the payee of this Note and the undersigned in the execution of this Note and all other instruments now or hereafter securing this Note to contract in strict compliance with applicable usury law. In furtherance thereof, the said payee and the undersigned stipulate and agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law; that neither the undersigned nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be obligated or required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law; and that the provisions of this paragraph shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. The holder of this Note expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of this Note is accelerated. If the maturity of this Note shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the loan evidenced by this Note exceeds the applicable maximum lawful rate, the holder of this Note shall, at its option, either refund to the undersigned the amount of such excess or credit the amount of such excess against the principal balance of this Note then outstanding and thereby shall render inapplicable any and all penalties of any kind provided by applicable law as a result of such excess interest. In the event that the said payee or any other holder of this Note shall contract for, charge or receive any amount or amounts and/or any other thing of value which are determined to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, an amount equal to interest in excess of the lawful rate shall, upon such determination, at the option of the holder of this Note, be either immediately returned to the undersigned or credited against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Note the undersigned acknowledges that it believes the loan evidenced by this Note to be non-usurious and agrees that if, at any time, the undersigned should have reason to believe that such loan is in fact usurious, it will give the holder of this Note notice of such condition and the undersigned agrees that said holder shall have ninety (90) days in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" as used in this Note shall mean the laws of the State of New York or the laws of the United States, whichever laws allow the

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Exhibit A to
Pritchard Affidavit



greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy, receivership, probate or other court proceedings or if this Note is placed in the hands of attorneys for enforcement or collection after default or if payee incurs any costs or expenses of collection or enforcement, the undersigned and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay to the holder of this Note in addition to the principal and interest due and payable hereon all the costs and expenses of said holder in enforcing and/or collecting this Note including, without limitation, reasonable attorneys' fees and legal expenses, whether out of court, in trial, on appeal, in bankruptcy proceedings, or otherwise.

The undersigned and all endorsers, guarantors and sureties of this Note and all other persons liable or to become liable on this Note jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity.

This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of New York and the law of the United States applicable to transactions within such State.

In the event any principal or interest is not paid when due, payee may, at its option, without notice or demand, declare the remainder of the indebtedness hereunder due and payable and exercise any and all other remedies available to it. Any failure to exercise any of such options shall not constitute a waiver of the right to exercise the same at any other time.

The undersigned agrees to promptly pay, indemnify and hold payee harmless from any taxes due as a result of the execution of this Note, excluding any taxes based on payee's income.

The remedies of payee as provided herein are cumulative and concurrent and may be pursued singularly, successively, or together, and may be exercised as often as the occasion thereof shall arise.

Payment of this Note is subordinate to payment of the debt payable to Legacy Bank of Texas and The Frost National Bank, in accordance with the terms of the

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Exhibit A to
Pritchard Affidavit



subordination or intercreditor agreements between Pinnacle Towers Inc. and such lenders.

CORBAN COMMUNICATIONS, INC., a
Texas corporation

By: _____
Name: _____
Title: _____

CORBAN TOWERS, INC., a
corporation

By: _____
Name: _____
Title: _____

I hereby attest and certify on 5/5/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: [Signature] Deputy Clerk



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Exhibit A to
Pritchard Affidavit

BK 2 PG 644

CHICAGO TITLE INSURANCE COMPANY711 Third Avenue, 5th Floor
TEL: (212) 880-1200 FAX: (212) 880-1400*Fax Memorandum***Date:** December 20, 2002**To:** Trey Baldy, Esq.
Company: Holland & Knight
Fax No.: 813-229-0134
Phone: 813-227-6300**To:** Judy Ross, Esq.
Company: Thompson & Knight
Fax No.: 214-969-1751
Phone: 214-969-1367
Re:**From:** Matthew S. Bliwise, Esq.
Direct Dial: (212) 880-1210
Direct Fax: (212) 880-1401
E-mail: BliwiseM@ctt.com**Message:**

First Page and Signature page to the escrow agreement, plus the investment instructions signed by me.

Number of pages including cover page:Exhibit A to
Pritchard Affidavit

ESCROW AGREEMENT

This is an Escrow Agreement, dated as of December 20, 2002 (this "Agreement"), by and among Corban Communications, Inc, a Texas corporation (the "Buyer"), Pinnacle Towers Inc., a Delaware corporation, (the "Seller"), and Chicago Title Insurance Corporation, a Missouri corporation, as Escrow Agent ("Escrow Agent").

Background. The Buyer and the Seller are parties to Purchase and Sale Agreement dated as of December __, 2002 (the "Purchase Agreement"), pursuant to which the Buyer will purchase all of the outstanding capital stock of QTI, Inc., a Delaware corporation, and certain Assets of the Seller. Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement. The Buyer and the Seller desire to appoint the Escrow Agent to act for and on behalf of the parties hereto, and to receive, in escrow, the Escrow Deposit required from the Buyer pursuant to the Purchase Agreement and the Settlement Agreement, as provided herein.

THEREFORE, in consideration of the mutual covenants herein after set forth, the parties hereto agree as follows:

1. **Establishment of Escrow:** Simultaneously with the execution and delivery of this Agreement, (a) Buyer shall deposit \$600,000.00 in immediately available funds in escrow with the Escrow Agent (together with all accrued interest, the "Deposit"), and (b) Buyer and Seller shall deposit with Escrow Agent the fully executed Mutual Releases, the Dismissal Documents, and the Settlement Agreement (collectively, the "Documents"). The Deposit and the Documents are being deposited with Escrow Agent in accordance with the terms and conditions of the Purchase Agreement.
2. **Disbursement of Deposit and Documents.** Upon the receipt of either (a) joint written instructions executed by the Buyer and the Seller pursuant to and in accordance with the Purchase Agreement and the Settlement Agreement, or (b) a final judgment or order of a court of competent jurisdiction directing Escrow Agent to disburse the Deposit and the Documents, Escrow Agent shall disburse the Deposit and the Documents to or on behalf of the Buyer or the Seller, or such other person or entity, as the case may be, in accordance with such express written joint instructions, judgment or order.
3. **Investment of Deposit.** The Escrow Agent shall invest the Deposit, unless joint written notice to the contrary is received from the Buyer and the Seller, in a Citibank, N.A. "Cash Reserve Account" in accordance with the investment instruction letter in the form attached as Exhibit A.



Exhibit A to
Pritchard Affidavit

4. Limitations on Liability of Escrow Agent. The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. In performing any of its duties hereunder, the Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of the Escrow Agent so acting or failing to so act; provided, however, that the Escrow Agent shall not be relieved from liability for damages arising out of its own gross negligence or willful misconduct under this Agreement. The Escrow Agent shall in no event incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder or (b) to any action taken or omitted to be taken in reliance upon any document, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the purported proper person or persons.

5. Indemnity. The Buyer and the Seller jointly and severally agree to indemnify and hold the Escrow Agent and its directors, employees, officers, agents, successors and assigns harmless from and against any and all losses, claims, damages, liabilities and expense, including without limitation, reasonable costs of investigation and counsel fees and expenses which may be imposed on the Escrow Agent or incurred by it in connection with its acceptance of this appointment as the Escrow Agent hereunder or the performance of its duties hereunder. Such indemnity, includes without limitations, all losses, damages, liabilities and expenses (including counsel fees and expenses) incurred in connection with any litigation (whether at the trial or appellate levels) arising from this Agreement or involving the subject matter hereof. The indemnification provisions contained in the paragraph 5 are in addition to any other rights that any of the indemnified parties may have by law or otherwise and shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

6. Disputes. In the event of any disagreement between the parties to this Agreement or in the event any other person or entity claims an interest in amounts held hereunder, and such disagreement or claim results in adverse demands being made in connection with this Agreement or any amounts held hereunder, the Escrow Agent shall be entitled, at the option of the Escrow Agent, to refuse to comply with the instructions or demands of the parties to this Agreement, or any of such parties, so long as such disagreement or adverse claim shall continue. In such event, the Escrow Agent shall not be required to make delivery or other disposition of amounts held hereunder. Anything herein to the contrary notwithstanding, the Escrow Agent shall not be or become liable to the parties of this Agreement or any of them for the failure of the Escrow Agent to comply with the conflicting or adverse demands of the parties to this Agreement or any of such parties or of any other person or other entities to continue to refrain and refuse to deliver or otherwise

Exhibit A to
Pritchard Affidavit



dispose of the amounts held hereunder or any part thereof or to otherwise act hereunder, as stated above, unless (i) the rights of the parties and all other persons and entities claiming an interest in amounts held hereunder have been duly adjudicated in a court having jurisdiction of the parties and the amounts held hereunder or (ii) the parties to this Agreement and such other persons and entities have reached an agreement resolving their differences and have notified the Escrow Agent in writing of such agreement and have provided the Escrow Agent with indemnity satisfactory to it against any liability, claims or damages resulting from compliance by the Escrow Agent with such agreement. In addition to the foregoing, the Escrow Agent shall have the right to tender into the registry or custody of any court having jurisdiction of any part of or all of the amounts held hereunder. Upon such tender, the parties hereto agree that the Escrow Agent shall be discharged from all further duties under this Agreement; provided, however, that the filing of any such legal proceeding shall not deprive the Escrow Agent of its fees and expenses hereunder earned or incurred prior to such filing and discharge of the Escrow Agent of its duties hereunder.

7. Termination. This Agreement will terminate upon payment of the Deposit and delivery of the Documents by Escrow Agent pursuant to Section 2 hereof. This Agreement shall not be modified, revoked, released or terminated unless reduced to writing and signed by all parties hereto.

8. Expenses of Escrow Agent. The Buyer agrees to pay to Escrow Agent the sum of \$500 for its services hereunder, and to reimburse Escrow Agent for reasonable expenses incurred by it in connection herewith.

9. Remedies; Governing Law. The validity, interpretation, construction, and enforcement of this Agreement are governed by the laws of the State of New York and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. In any mediation, arbitration, litigation, or other legal proceeding arising out of this Agreement, the losing party shall reimburse the prevailing party, on demand, for all costs incurred by the prevailing party in connection with the proceeding. Jurisdiction for all claims brought under this Agreement shall lie exclusively in the appropriate court in New York, New York.

10. Notices. Every notice, consent, demand, approval, and request required or permitted by this Agreement will be valid only if it is in writing, delivered personally or facsimile by first class, postage prepaid certified United States mail or by a recognized national overnight delivery service, and addressed by the sender to the party who is the intended recipient at its address (or facsimile number) set forth below its signature or to the address (or facsimile number) most recently designated to the other party by notice given in accordance with this Section. A validly given notice, consent, demand, approval, or request will be effective on the earlier of its receipt, if delivered personally, by facsimile



Exhibit A to
Pritchard Affidavit

overnight delivery service, or the seventh day after it is postmarked by the United States Postal Service, if it is delivered by United States certified mail. Each party promptly shall notify the other parties of any change in its principal mailing address or facsimile number.

11. Form and Interpretation. The headings preceding the text of the sections of this Agreement are solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect. Unless otherwise expressly indicated, all references in this Agreement to a section are to a section of this Agreement. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision in this Agreement is held by a court to be invalid or unenforceable under applicable law, that provision will be deemed separable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of other provisions of this Agreement or the application of that provision to circumstances in which it is valid and enforceable.

12. Integration; Modification. Together with the Purchase Agreement, this Agreement records the final, complete, and exclusive understandings among the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or representation, oral or written, by any of them. A waiver, amendment, discharge, extension, termination, or modification of this Agreement will be valid and effective only if it is in writing and signed by the parties to this Agreement. A written waiver of a right, remedy, or obligation under any provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy, or obligation under the provision, or a waiver of any other right, remedy, or obligation under this Agreement.

13. Execution; Effective Date. The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute the same agreement. This Agreement will become effective on the execution date stated below, when each party has executed and delivered a counterpart to the other parties.



Exhibit A to
Pritchard Affidavit

DULY EXECUTED by each of the undersigned, as of the day and year first written above.

ESCROW AGENT

CHICAGO TITLE INSURANCE CORPORATION, a Missouri corporation

By: *Matt Bliwise*
Matt Bliwise

Address for Notices:
711 3rd Avenue - 5th Floor
New York, New York 10017
Attn: Matt Bliwise

SELLER

PINNACLE TOWERS INC.
a Delaware corporation

By: _____
Evan N. Berlin
Vice President and General Counsel

Address for Notices:
301 North Cattlemen Road
Suite 300
Sarasota, Florida 34232
Attn: Evan Berlin, Esq.

BUYER

CORBAN COMMUNICATIONS, INC.,
a Texas corporation

By: _____
Henry A. Thomas
President and Chief Executive Officer



Exhibit A to
Pritchard Affidavit

BK 2 PG 650

Address for Notices:
901 Jupiter Road
Plano, Texas 75074
Attn: Henry A. Thomas

TPAI #1263677 v4



Exhibit A to
Pritchard Affidavit

BK 2 PG 651

The investment shall be for a term commencing on N/A and mature/expire on N/A. This investment, together with all accrued interest shall not be renewed upon the maturity/expiration date without five business days written notice to Chicago Title Insurance Company having been received and which instructions are authorized by all parties to this agreement.

Interest or other income from this investment shall accrue in accordance with the terms of the Purchase Agreement to be disbursed pursuant to the Purchase Agreement at the close of the escrow.

All interest will accrue in accordance with the Purchase Agreement and be reported to the Internal Revenue Service for the account of:

NAME: Corban Communications, Inc.

ADDRESS: 901 Jupiter Road
Plano, Texas 75074
Attn: Henry A. Thomas

PHONE:

FAX:

FEDERAL TAX I.D. OR S.S. NO.:

A completed Form W-9 for said taxpayer is attached hereto.

Upon Depository's and/or Chicago Title Insurance Company's request, we will execute the appropriate Internal Revenue Service Documentation for the giving of taxpayer identification information relating to this account. We authorize Chicago Title Insurance Company to execute that documentation upon our inability or refusal to do so.

Chicago Title Insurance Company shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Chicago Title Insurance Company be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of the financial institution.

The funds deposited herewith are not to be invested unless all parties hereto have agreed to this instruction letter by executing one or more counterparts below:

Exhibit A to
Pritchard Affidavit



BK 2 PG 652

BUYER:
CORBAN COMMUNICATIONS, INC.

ACCEPTED BY:
**CHICAGO TITLE INSURANCE
COMPANY**

Name: Henry A. Thomas
Title:

[Signature]
Name: MATTHEW S. BLUMEL
Title: ASST U.P.

SELLER:
PINNACLE TOWERS INC.

Name:
Title:

TPA1 #1265038 v.1

I hereby attest and certify on 5/5/00
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: *[Signature]* Deputy Clerk

Exhibit A to
Pritchard Affidavit



** TOTAL PAGE.09 **

circumstances of the relief requested herein having been given; and after due deliberation and cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED in all respects.
2. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, the Settlement is approved in all respects. Pinnacle is authorized to proceed with the Settlement and to enter into and complete the transactions contemplated by the Agreements.
3. The Tower Contracts are executory contracts or unexpired leases within the meaning of section 365 of the Bankruptcy Code, and the assumption and assignment thereof is a proper exercise of Debtor's business judgment.
4. If a Closing does not occur on or before the Termination Date of the Purchase Agreement or any mutually agreed-to extension of such date (the "Extended Termination Date"), then the Corban Scheduled Leases are hereby deemed rejected effective on the later to occur of the Termination Date or the Extended Termination Date.
5. This settlement is the product of arms-length and good faith negotiations. The terms of the Settlement are fair, commercially reasonable and Corban is paying at least reasonably equivalent value for the QTI Stock, the WTCI Assets and the lease it will receive in connection with the Settlement.
6. This Court shall retain jurisdiction over all parties with respect to any matters, claims or rights arising from or related to the implementation of this Order.

Dated: New York, New York
January __, 2002

NYC1 #512908 v5

Exhibit A to
Pritchard Affidavit

UNITED STATES BANKRUPTCY JUDGE

I hereby attest and certify on 5/15/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: [Signature] Theresa [Signature]



Sandra E. Mayerson (SEM-8119)
Barbra R. Parlin (BP-4914)
Peter A. Zisser (PZ-9634)
HOLLAND & KNIGHT LLP
195 Broadway
New York, New York 10007-3189
Telephone: (212) 513-3200
Facsimile: (212) 385-9010

Hearing Date: January 16, 2003 at
10:00 a.m.
Objection Date: January 14, 2003

Counsel for Reorganized Debtor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

<hr/>	
In re	:
	:
PINNACLE TOWERS III INC., <i>et al.</i> ,	:
	:
	:
Debtors.	:
	:
<hr/>	
PINNACLE TOWERS INC.	:
	:
Plaintiff,	:
	:
v.	:
	:
CORBAN COMMUNICATIONS, INC.,	:
	:
Defendant.	:
<hr/>	

Confirmed Chapter 11
Case Nos. 02-12477
and 02-12482 through 02-12484 (BRL)
Jointly Administered

Adversary Proceeding No. 02-2672

**NOTICE OF DEBTOR'S MOTION FOR ENTRY OF AN ORDER APPROVING
SETTLEMENT PURSUANT TO BANKRUPTCY CODE SECTION 365 AND FEDERAL
RULE OF BANKRUPTCY PROCEDURE 9019**

PLEASE TAKE NOTICE that on December 27, 2002, the undersigned counsel to plaintiff Pinnacle Towers Inc., reorganized debtor in the above-captioned cases ("Pinnacle" or "Debtor"), filed a motion pursuant to section 365 of title 11 of the United States Code, 11 U.S.C.

Exhibit A to
Pritchard Affidavit



§§ 101 *et seq.* (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure, for an order approving a settlement with defendant Corban Communications, Inc. (the "Motion"). A hearing on the Motion will take place before the Honorable Burton R. Lifland, United States Bankruptcy Judge, at the Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, 1 Bowling Green, Courtroom 623, New York, New York 10004 on January 16, 2003 at 10:00 a.m.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must be in writing and filed with the Bankruptcy Court together with proof of service thereof, with a copy delivered to Judge Lifland's chambers, and served upon the undersigned counsel, so as to be received on or before January 14, 2003 at 5:00 p.m. (the "Objection Deadline").

Dated: New York, New York
December 27, 2002

HOLLAND & KNIGHT LLP

By: /s/ Peter A. Zisser-
Sandra E. Mayerson (SM-8119)
Barbra R. Parlin (BP-4914)
Peter A. Zisser (PZ-9634)
195 Broadway
New York, New York 10007
(212) 513-3210

Attorneys for Reorganized Debtor

NYC1 #512288 v3

I hereby attest and certify on [Signature]
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

[Signature]
Clerk, US Bankruptcy Court, SDNY

[Signature] Deputy Clerk
Exhibit A to
Pritchard Affidavit



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

PINNACLE TOWERS III INC., *et al.*,

Debtors.

Confirmed Chapter 11

Case Nos. 02-12477
and 02-12482 through 02-12484 (BRL)

Jointly Administered

PINNACLE TOWERS INC.

Plaintiff,

v.

CORBAN COMMUNICATIONS, INC.,

Defendant.

Adversary Proceeding No. 02-2672

**ORDER PURSUANT TO
SECTION 365 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE 9019 APPROVING SETTLEMENT OF ADVERSARY
PROCEEDING AND ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS**

UPON the Motion¹ of Pinnacle Towers Inc., a reorganized debtor in the above-captioned cases ("Pinnacle" or "Debtor"), pursuant to section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure, for an order authorizing Debtor to enter into a settlement with Corban Communications, Inc. ("Corban"); and it appearing that the relief requested is in the best interests of Debtor, its estate, its creditors and other parties in interest; and due and adequate

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

Exhibit B to
Pritchard Affidavit



notice under the circumstances of the relief requested herein having been given; and after due deliberation and cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED in all respects.
2. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, the Settlement is approved in all respects. Pinnacle is authorized to proceed with the Settlement and to enter into and complete the transactions contemplated by the Agreements.
3. The Tower Contracts are executory contracts or unexpired leases within the meaning of section 365 of the Bankruptcy Code, and the assumption and assignment thereof is a proper exercise of Debtor's business judgment.
4. If a Closing does not occur on or before the Termination Date of the Purchase Agreement or any mutually agreed-to extension of such date (the "Extended Termination Date"), then the Corban Scheduled Leases are hereby deemed rejected effective on the later to occur of the Termination Date or the Extended Termination Date.
5. If a Closing does occur before the Termination Date of the Purchase Agreement or any mutually agreed-to extension of such date (the "Extended Termination Date"), then the Tower Contracts are hereby deemed assumed and assigned to Corban or its assignee pursuant to Section 365 of the Bankruptcy Code and the Purchase and Sale Agreement, effective on the later to occur of the Termination Date or the Extended Termination Date.
6. This settlement is the product of arms-length and good faith negotiations. The terms of the Settlement are fair and commercially reasonable. The amount of the payment Corban is making pursuant to the Settlement is at least reasonably equivalent to the value of the QTI Stock, the WTCI Assets and the lease it will receive in connection with the Settlement.

**Exhibit B to
Pritchard Affidavit**



Pinnacle is providing reasonably equivalent value to Corban in exchange for the monies it will receive from Corban in connection with the Settlement.

7. The ten (10) day stay of the effectiveness of this Order provided in Bankruptcy Rule 6006 is hereby waived.

8. This Court shall retain jurisdiction over all parties with respect to any matters, claims or rights arising from or related to the implementation of this Order.

Dated: New York, New York
January 30, 2002

/s/Burton R. Lifland
UNITED STATES BANKRUPTCY JUDGE

NYCI #512308 v6

I hereby attest and certify on 5/15/02
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

[Signature] **Deputy Clerk**

**Exhibit B to
Pritchard Affidavit**



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re PINNACLE TOWERS III INC., <i>et al.</i> , Debtors.	Chapter 11 Case Nos. 02-12477 and 02-12482 through 02-12484 (BRL) Jointly Administered
PINNACLE TOWERS, INC. Plaintiff, v. CORBAN COMMUNICATIONS, INC. Defendant.	Adversary Proceeding No. 02-02672 (BRL)

SETTLEMENT AGREEMENT

WHEREAS, on May 21, 2002, plaintiff Pinnacle Towers Inc. ("Pinnacle") and its affiliated debtors and debtors-in-possession herein ("Debtors"), commenced these cases by filing petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"); and

WHEREAS, on July 19, 2002, Pinnacle filed its Complaint for Turnover and Accounting (the "Complaint") in the above-captioned adversary proceeding (the "Action"); and

WHEREAS, defendant Corban Communications Inc. ("Corban") filed its Original Answer to the Complaint on August 21, 2002; and

WHEREAS, before the Petition Date, Pinnacle and Corban were parties to an action styled *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909,



**Exhibit B to
Pritchard Affidavit**

pending in the District Court for the 193rd Judicial District, Dallas County, Texas (the "Dallas Action"); and

WHEREAS the Dallas Action involve claims and defenses arising out of the same nucleus of operative fact as the claims and defenses at issue in this adversary proceeding; and

WHEREAS before the Petition Date, Pinnacle had commenced certain eviction proceedings against Corban, of which the following three proceedings (collectively the "Eviction Proceedings") remain pending: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (ii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; and

WHEREAS the Dallas Action was stayed upon the commencement of Debtors' chapter 11 cases; and

WHEREAS, the Court has jurisdiction over Debtors' bankruptcy cases and this action pursuant to 28 U.S.C. § 1334, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

NOW, THEREFORE, in order to avoid further expense of litigation, it is hereby stipulated and agreed as follows:

1. Concurrently with the execution of this settlement agreement (the "Settlement Agreement"), Corban and Pinnacle shall execute the Purchase and Sale Agreement



(the "Purchase Agreement") and the Escrow Agreement,¹ both of even date hereof. Collectively, the Settlement Agreement, the Purchase Agreement and the Escrow Agreement shall be referred to herein as the Agreements.

2. Immediately upon execution of the Agreements, Corban shall pay the Earnest Money Deposit in the sum of \$600,000 to Pinnacle via wire transfer to the following account:

**Bank of America
ABA 111000012
Account Name: Pinnacle Towers Inc. #3751919463**

3. Immediately upon execution of the Agreements; Corban shall pay the Escrow Deposit in the sum of \$600,000 to the Escrow Agent via wire transfer to the following account:

**CITIBANK, N.A.
399 PARK AVENUE
NEW YORK, NY 10036
ABA # 021-000-089
CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVENUE, 5TH FLOOR
NEW YORK, NY 10017
ACCOUNT NO. 4075-7251
TELEPHONE ADVISE UPON RECEIPT
CAROL SLATER (212) 880-1335**

4. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Motion and Agreed Order of Dismissal dismissing the Dallas Action with prejudice in the form attached hereto as Exhibit A (the "Dallas Dismissal Documents").

5. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Stipulation dismissing the Action with

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.



prejudice in the form attached hereto as Exhibit B (the "Adversary Proceeding Dismissal Stipulation").

6. Concurrently with the execution of the Agreements, Corban shall execute and deliver to the Escrow Agent the releases (collectively, the "Corban Releases") in the form attached hereto as Exhibits C and D. The release attached as Exhibit C is hereinafter referred to as the "First Corban Release". The release attached as Exhibit D is hereinafter referred to as the "Second Corban Release".

7. Concurrently with the execution of the Agreements, Pinnacle shall execute and deliver to the Escrow Agent the releases (collectively, the "Pinnacle Releases") in the form attached hereto as Exhibits E and F. The release attached as Exhibit E is hereinafter referred to as the "First Pinnacle Release". The release attached as Exhibit F is hereinafter referred to as the "Second Pinnacle Release".

8. Concurrently with the execution of the Agreements, Corban and Pinnacle shall execute and deliver to the Escrow Agent the Motions and Agreed Orders of Dismissal dismissing the Evictions Actions with prejudice in the forms attached hereto as Exhibits G H and I (the "Eviction Dismissal Documents").

9. At the closing of the transactions set forth in the Purchase Agreement (the "Closing"), Corban and Pinnacle shall execute joint written instructions to the Escrow Agent providing that the Escrow Agent shall: (i) deliver the Escrow Deposit to Pinnacle; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the First Corban Release to Pinnacle; (v) deliver the First Pinnacle Release to Corban; and (vi) destroy the Second Corban Release and Second Pinnacle Release.



10. If a Closing does not occur on or before the Termination Date set forth in the Purchase Agreement or any mutually agreed-to extension of such date, then the parties shall execute joint written instructions to the Escrow Agent to deliver the Escrow Deposit and to deliver or destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases as follows:

a. If Corban validly terminates the Purchase Agreement in accordance with either Section 7(a)(i)(A) or Section 7(a)(i)(B)(1) thereof, then Pinnacle shall retain the Earnest Money Deposit and the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and the First Pinnacle Release.

b. If Corban validly terminates the Purchase Agreement in accordance with Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3) or Section 7(a)(i)(C) thereof and Pinnacle elects to retain the Earnest Money deposit pursuant to Section 7(a)(i)(B)(2) of the Purchase Agreement, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second



Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and First Pinnacle Release.

c. If Corban validly terminates the Purchase Agreement in accordance with Section 7(a)(i)(B)(2), Section 7(a)(i)(B)(3) or Section 7(a)(i)(C) thereof and Pinnacle elects to return the Earnest Money deposit to Corban pursuant to Section 7(a)(ii)(B)(1) of the Purchase Agreement, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

d. If Pinnacle validly terminates the Purchase Agreement pursuant to either Section 7(b)(i)(A) or Section 7(b)(i)(B)(1) thereof, then, as provided in Section 7(b)(ii)(A), Pinnacle shall retain the Earnest Money Deposit and the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

e. If Pinnacle validly terminates the Purchase Agreement pursuant to Section 7(b)(i)(B)(2) thereof and Pinnacle elects, pursuant to Section 7(b)(ii)(B), to return the Earnest Money Deposit to Corban, then the parties shall execute joint written instructions directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; and (ii) destroy the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases.

f. If Pinnacle validly terminates the Purchase Agreement in accordance with Section 7(b)(i)(B)(2) thereof and Pinnacle elects, pursuant to Section 7(b)(ii)(B)(2), to retain the Earnest Money Deposit, then the parties shall execute joint written instructions



directing the Escrow Agent to: (i) deliver the Escrow Deposit to Corban; (ii) deliver the Dallas Dismissal Documents to counsel for Pinnacle to be filed promptly with the court in the Dallas Action; (iii) deliver the Adversary Proceeding Dismissal Stipulation and the Eviction Dismissal Documents to counsel for Corban to be filed promptly with the courts in those proceedings; (iv) deliver the Second Corban Release to Pinnacle; (v) deliver the Second Pinnacle Release to Corban; and (vi) destroy the First Corban Release and the First Pinnacle Release.

11. If the parties dispute whether Pinnacle and/or Corban has validly terminated the Purchase Agreement, then the parties shall submit such dispute to be determined by the Bankruptcy Court: the Escrow Agent shall retain the Escrow Deposit, the Dallas Dismissal Documents, the Adversary Proceeding Dismissal Stipulation, the Eviction Dismissal Documents, the Corban Releases and the Pinnacle Releases, and Pinnacle shall retain the Earnest Money Deposit, pending final determination of such dispute.

12. Upon execution of the Agreements, Pinnacle shall seek to obtain the Bankruptcy Order and the Bank Approval.

13. The use of masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The terms and language of this Settlement Agreement are the result of negotiations between the parties hereto and there shall be no presumption that any ambiguities in this Settlement Agreement should be resolved against any party hereto. Any controversy concerning the construction of this Settlement Agreement shall be decided neutrally, in light of conciliatory purposes, and without regard to authorship.

14. This Settlement Agreement is made pursuant to a settlement and compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing on the part of any of the parties and all of the parties continue to deny liability



any and all claims released hereby. All parties are compromising and settling their claims and defenses solely to avoid further costs and expenses of litigation.

15. The Agreements and the Exhibits attached thereto represents the entire agreement between and among the parties hereto, supersede any prior written or oral statements or agreements with respect to the matters covered hereby, and the terms of the Agreements are contractual and not merely recitals. The Agreements may not be altered, amended or modified except by a writing executed by the party to be bound by such alteration, amendment or modification.

16. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile of a signature shall be effective for all purposes.

17. The United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") shall have continuing jurisdiction to enforce the terms of the Agreements should such action become necessary.

18. This Settlement Agreement is subject to, and shall only become effective upon, entry of the Bankruptcy Order by the Bankruptcy Court.

19. This Settlement Agreement shall be governed by the internal laws of the State of New York applicable to contracts made and performed entirely in the State of New York, without regard to any principles of conflicts of laws.

20. Notwithstanding any other provision of this Settlement Agreement, prior to commencing any action for breach or to enforce any of the terms of this Settlement Agreement, the party asserting a default shall notify the alleged defaulting party in writing of the nature of the breach. Notification of default shall be made via facsimile transmission and overnight mail and shall be deemed effective one (1) business day after the later of the



transmission or the overnight mail. The alleged defaulting party shall have five (5) business days from the effective date of the notice to cure any such default.

21. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Settlement Agreement shall be prohibited by or found to be invalid or unenforceable under applicable law, such provision shall not invalidate the valid other portions of such provision or the remaining provisions of this Settlement Agreement.

22. Corban and Pinnacle acknowledge that they have consulted with counsel in connection with their claims and that they have caused this Settlement Agreement to be reviewed by such of their attorneys and advisors as they deem necessary. Corban and Pinnacle further acknowledge that they have: (i) made an independent investigation of such facts as they deem necessary or appropriate in order to make the decision to enter into this Settlement Agreement; (ii) made an independent determination to enter into this Settlement Agreement; (iii) not relied upon any statement of or information received from any other party or from counsel for any other party that is not expressly reflected herein in making such independent investigation and determination; and (iv) there have been no written or oral representations made to induce them to execute this Settlement Agreement that are not expressly reflected herein.

23. In any action or proceeding to enforce, or to recover for any breach of, this Settlement Agreement, the prevailing party shall be entitled, in addition to any other proper relief, to recover its costs and expenses of such action or proceeding, including reasonable attorneys' fees.

24. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The stipulations



contained herein are made only for the benefit of the parties executing this Settlement Agreement and their personal representatives or heirs.

25. Any notice, request, instruction or other document required or permitted to be given hereunder by any party shall be in writing and shall be addressed as follows, or to such other address as a party may designate for itself by notice given hereunder:

If to Pinnacle:

Pinnacle Towers Inc.
301 N. Cattlemen Road
Suite 300
Sarasota, Florida 34232
(941) 364-8886 (phone)
(941) 364-8761 (facsimile)
attn: Evan Berlin, Esq.

With a copy to:

Holland & Knight LLP
195 Broadway
New York, New York 10007
(212) 513-3250 (phone)
(212) 385-9010 (facsimile)
attn: Sandra E. Mayerson, Esq.

If to Corban:

901 Jupiter Road
Plano, Texas 75074
(972) 633-4660 (phone)
(972) 633-4662 (facsimile)
attn: Henry A. Thomas



With a copy to:

Thompson & Knight, P.C.
3300 First City Center
1700 Pacific Avenue
Suite 3300
Dallas, TX 75201
(214) 969-1367 (phone)
(214) 969-1751 (facsimile)
attn: Judith Ross, Esq.



IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer thereof on December 20, 2002.

PINNACLE TOWERS INC.

By: _____
Evan N. Berlin

Its: Vice President and General Counsel

CORBAN COMMUNICATIONS, INC.

By: _____
Henry A. Thomas

Its: President

NYC1 #514522 v4



Exhibit A

CAUSE NO. 01-9909

CORBAN COMMUNICATIONS, INC.	§	IN THE DISTRICT COURT
	§	
V.	§	L-193rd JUDICIAL DISTRICT
	§	
PINNACLE TOWERS INC.	§	DALLAS COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

CAME ON TO BE CONSIDERED on the date set out below, the parties' Agreed Motion to Dismiss with Prejudice, and the Court finds that the parties have agreed to dismiss all matters in dispute between the parties with prejudice.

IT IS THEREFORE, ORDERED that the parties' Agreed Motion to Dismiss with Prejudice is GRANTED and the above-styled cause be and is hereby dismissed with prejudice. All costs of court herein are taxed against the party incurring same.

SIGNED this ____ day of December, 2002.

JUDGE PRESIDING



**Exhibit B to
Pritchard Affidavit**

AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR PLAINTIFF
CORBAN COMMUNICATIONS, INC.

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By: _____
MARK G. SESSIONS

ATTORNEYS DEFENDANT/COUNTER-PLAINTIFF
PINNACLE TOWERS, INC.



CAUSE NO. 01-9909

CORBAN COMMUNICATIONS, INC.	§	IN THE DISTRICT COURT
	§	
V.	§	L-193rd JUDICIAL DISTRICT
	§	
PINNACLE TOWERS INC.	§	DALLAS COUNTY, TEXAS

AGREED MOTION TO DISMISS WITH PREJUDICE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff CORBAN COMMUNICATIONS, INC. and Defendant/Counter-Plaintiff PINNACLE TOWERS INC., and file this Agreed Motion to Dismiss with Prejudice, and say:

The parties hereby agree to dismiss this action with prejudice, and pray that all costs of court herein be taxed against the party incurring same.

Dated: December __, 2002

Respectfully submitted,

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR PLAINTIFF
CORBAN COMMUNICATIONS, INC.



MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By: _____
MARK G. SESSIONS

ATTORNEYS DEFENDANT/
COUNTER-PLAINTIFF
PINNACLE TOWERS, INC.



Exhibit B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re PINNACLE TOWERS III INC., <i>et al.</i> <div style="text-align: right;">Debtors.</div>	Chapter 11 Case Nos. 02-12477 and 02-12482 through 02-12484 (BRL) Jointly Administered
PINNACLE TOWERS, INC. <div style="text-align: right;">Plaintiff,</div> v. CORBAN COMMUNICATIONS, INC. <div style="text-align: right;">Defendant.</div>	Adversary Proceeding No. 02-02672 (BRL)

**STIPULATION AND ORDER
DISMISSING ADVERSARY PROCEEDING WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED pursuant to Rule 7041(a)(1)(ii) by and between counsel for the undersigned parties to the above-captioned adversary proceeding, that whereas no party is an infant or incompetent person for whom a committee has been appointed, this adversary proceeding shall be and hereby is dismissed with prejudice, with each



**Exhibit B to
Pritchard Affidavit**

party to bear its own attorneys' fees, expenses and costs associated herewith.

Dated: New York, New York
December __, 2002

HOLLAND & KNIGHT LLP

By: _____
Sandra E. Mayerson (SEM-8119)
Barbra R. Parlin (BP-4914)
195 Broadway
New York, New York 10007
Telephone: (212) 513-3200
Facsimile: (212) 385-9010

Counsel for Plaintiff/Debtor and Debtor-in-Possession Pinnacle Towers Inc.

KRONISH LIEB WEINER & HELLMAN LLP

By: _____
Charles J. Shaw (CS-3879)
Jay Randall Indyke (JRI-0353)
1114 Avenue of the Americas
New York, New York 10036-7798
Telephone: (212) 479-6000
Facsimile: (212) 479-6275

-and-

THOMPSON & KNIGHT, P.C.
David Bennett (DB-6350)
3300 First City Center
1700 Pacific Avenue, Suite 3300
Dallas, TX 75201

Counsel for Defendant
Corban Communications, Inc.

SO ORDERED this __ day of January 2003

UNITED STATES BANKRUPTCY JUDGE

2



Exhibit B to
Pritchard Affidavit

Exhibit CRelease

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Corban Communications, Inc., a corporation incorporated under the laws of the State of Texas, together with its corporate parents, subsidiaries (other than Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns (collectively the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Pinnacle Towers Inc. ("Pinnacle"), receipt of which is hereby acknowledged, hereby release and discharge Pinnacle, Pinnacle's corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to immediately following the Closing of the transactions contemplated by the Purchase Agreement (as defined below), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County, Texas.



**Exhibit B to
Pritchard Affidavit**

County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES set forth in the Purchase and Sale Agreement dated December ___, 2002 (the "Purchase Agreement"), any agreements or documents executed in connection therewith, or the Settlement Agreement between Corban and Pinnacle dated December ___, 2002.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Corban Communications, Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ___ day of December, 2002.

By: _____

Its _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On the ___ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Corban Communications, Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Corban Communications, Inc.

Notary Public



Exhibit D**Release**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Corban Communications, Inc., a corporation incorporated under the laws of the State of Texas, together with its corporate parents, subsidiaries (other than Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns (collectively the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Pinnacle Towers Inc. ("Pinnacle"), receipt of which is hereby acknowledged, hereby release and discharge Pinnacle, Pinnacle's corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date that this RELEASE is validly disbursed by the Escrow Agent pursuant to the terms of the Settlement Agreement dated December 20, 2002 between Corban and Pinnacle), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and



**Exhibit B to
Pritchard Affidavit**

Pinnacle Towers Inc. v. Corban Communications, Inc., Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES arising out of or pursuant to Section 9.3 and any related provisions of that certain Stock Purchase Agreement between Corban Communications, Inc. and Pinnacle Towers Inc. dated as of February 4, 2000.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Corban Communications, Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Corban Communications, Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Corban Communications, Inc.

Notary Public



Exhibit E**Release**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Pinnacle Towers Inc., a corporation incorporated under the laws of the State of Delaware, together with its corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns (collectively, the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Corban Communications, Inc. ("Corban"), receipt of which is hereby acknowledged, hereby release and discharge Corban, Corban's corporate parents, subsidiaries (except for Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS, ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to immediately following the Closing of the transactions contemplated by the Purchase Agreement (as defined below), including, without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-E-02-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and (v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Court, Cameron County, Texas.



**Exhibit B to
Pritchard Affidavit**

County Justice of the Peace Court, Cameron County, Texas; save and except for any continuing obligations of RELEASOR to RELEASEES set forth in the Purchase and Sale Agreement dated December __, 2002 (the "Purchase Agreement"), any agreements or documents executed in connection therewith, or the Settlement Agreement between Corban and Pinnacle dated December __, 2002.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Pinnacle Towers Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Pinnacle Towers Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Pinnacle Towers Inc.



Exhibit F**Release**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Pinnacle Towers Inc., a corporation incorporated under the laws of the State of Delaware, together with its corporate parents, subsidiaries, divisions, affiliates, agents, predecessors, successors and assigns (collectively, the "RELEASORS"), in consideration of the sum of One (\$1.00) dollar received from Corban Communications, Inc. ("Corban"), receipt of which is hereby acknowledged, hereby release and discharge Corban, Corban's corporate parents, subsidiaries (except for Colorado 4-19 Network, Inc.), divisions, affiliates, agents, predecessors, successors and assigns, as well as each of their employees, officers and directors (collectively, the "RELEASEES"), from all actions, causes of action, contracts, damages, judgments, executions, and claims of any kind whatsoever, in law or equity, which against the RELEASEES, the RELEASORS, ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date that this RELEASE is validly disbursed by the Escrow Agent pursuant to the terms of the Settlement Agreement dated December 20, 2002 between Corban and Pinnacle), without limitation, any claims that were or could have been asserted in the actions entitled: (i) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Adv. Pro. No. 02-2672, pending in the United States Bankruptcy Court for the Southern District of New York; (ii) *Corban Communications, Inc. v. Pinnacle Towers Inc.*, Cause No. 01-9909, pending in the District Court for the 193rd Judicial District, Dallas County, Texas; (iii) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 274997, Bexar County Court at Law No. 7, Bexar County, Texas; (iv) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. 11-B-00101-01, Bexar County Justice of the Peace Court, Precinct 1, Bexar County, Texas; and



**Exhibit B to
Pritchard Affidavit**

(v) *Pinnacle Towers Inc. v. Corban Communications, Inc.*, Case No. CV-05-02, Cameron County Justice of the Peace Court, Cameron County, Texas; save and except for any and all obligations of RELEASORS to RELEASEES arising out of or pursuant to Section 9.3 and any related provisions of that certain Stock Purchase Agreement between Corban Communications, Inc. and Pinnacle Towers Inc. dated as of February 4, 2000.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, Pinnacle Towers Inc. has caused its seal to be hereunto affixed and these presents to be signed by a duly authorized officer on the ____ day of December, 2002.

By: _____

Its _____

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

On the ____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Pinnacle Towers Inc., and that he/she is duly authorized to execute the foregoing Release on behalf of Pinnacle Towers Inc.



Exhibit G

CAUSE NO. 274,997

PINNACLE TOWERS, INC.,	§	IN THE COUNTY COURT
	§	
Plaintiff,	§	
	§	
vs.	§	AT LAW 7
	§	
CORBAN COMMUNICATIONS, INC.,	§	
	§	
Defendant.	§	BEXAR COUNTY, TEXAS

AGREED ORDER OF DISMISSAL WITH PREJUDICE

CAME ON TO BE CONSIDERED on the date set out below, the parties' Agreed Motion to Dismiss with Prejudice, and the Court finds that the parties have agreed to dismiss all matters in dispute between the parties with prejudice.

IT IS THEREFORE, ORDERED that the parties' Agreed Motion to Dismiss with Prejudice is GRANTED and the above-styled cause be and is hereby dismissed with prejudice. All costs of court herein are taxed against the party incurring same.

SIGNED this ____ day of January, 2003.

JUDGE PRESIDING



Exhibit B to
Pritchard Affidavit

**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



CAUSE NO. 274,997

PINNACLE TOWERS, INC.,

Plaintiff,

vs.

CORBAN COMMUNICATIONS, INC.,

Defendant.

§
§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW 7

BEXAR COUNTY, TEXAS

AGREED MOTION TO DISMISS WITH PREJUDICE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff PINNACLE TOWERS INC. and Defendant CORBAN COMMUNICATIONS, INC., and file this Agreed Motion to Dismiss with Prejudice, and say:

The parties hereby agree to dismiss this action with prejudice, and pray that all costs of court herein be taxed against the party incurring same.

Dated: December __, 2002

Respectfully submitted,

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



**Exhibit B to
Pritchard Affidavit**

**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE SAN ANTONIO LLC

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.

**AGREED AND APPROVED AS
TO FORM AND SUBSTANCE:**

MARK G. SESSIONS
Texas Bar No. 18039500
HOLLAND & KNIGHT LLP
112 E. PECAN STREET, SUITE 2700
SAN ANTONIO, TEXAS 78205
Telephone: (210) 229-3000
Telecopier: (210) 229-1194

By _____
MARK G. SESSIONS

ATTORNEYS PLAINTIFF
PINNACLE TOWERS INC.

ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.



ROBERT H. OSBURN, P.C.
Texas Bar No. 15334000
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225-6332
(214) 696-3200

By: _____
ROBERT OSBURN

ATTORNEYS FOR DEFENDANT
CORBAN COMMUNICATIONS, INC.

I hereby attest and certify on 5/15/06
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: _____ Deputy Clerk



QUITCLAIM DEED

The Grantor, PINNACLE TOWERS INC., a Delaware corporation, whose mailing address is 301 North Cattleman Road, Suite 300, Sarasota, Florida 34232, in consideration of ten dollars and other valuable considerations received from Grantee, hereby quitclaims to the Grantee, CORBAN TOWERS, INC., a Nevada corporation, whose address is 901 Jupiter Road, Plano, Texas 75047, all of the Grantor's right, title, and interest in the real property in DeSoto County, Mississippi, described on attached Exhibit A, together with any improvements thereon.

Dated this 14th day of February, 2003.

Memphis Junction - Mississippi

1

Exhibit C to
Pritchard Affidavit
Memphis Jct MS

PINNACLE TOWERS INC.,
a Delaware corporation

By: *William T. Freeman*
Name: William T. Freeman
Title: Vice President

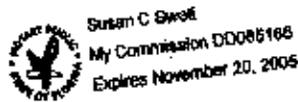
Attest: *[Signature]*
By: _____
Name: Evan N. Berlin
Title: Assistant Secretary

STATE OF FLORIDA §
COUNTY OF Sarasota §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 13 day of February, 2003, within my jurisdiction, the within named William T. Freeman, who acknowledged to me that he is Vice President of Pinnacle Towers Inc., a Delaware corporation, and that for and on behalf of said corporation, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Susan C. Swett
Notary Public SUSAN C. SWETT

My Commission Expires: _____
(Affix Seal)



Memphis Junction, Mississippi

Exhibit C to
Pritchard Affidavit
Memphis MS

Exhibit A

Lot 2 of the Al Gilles two-lot subdivision in the southeast quarter of Section 29, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as commencing at the Southeast corner of Section 29, Township 1 South, Range 8 West, DeSoto County, Mississippi, said point being the intersection of the centerline of Horn Lake Road and the centerline of Goodman Road; thence along the east line of Section 29, Township 1 South, Range 8 West, and the centerline of Horn Lake Road, North a distance of 1336 feet to a point on the northerly right-of-way line of the Texas Gas Co., thence along the north right-of-way line of the Texas Gas Co., South 74° 30' 00" West a distance of 1575.58 feet to a point of the west line of lands of the Grantor herein; thence along the west line of a fifty (50) foot easement for ingress-egress, and lands of now or formerly First Mississippi Corporation, North 5° 42' 00" West a distance of 169.69 feet to a point in the centerline of an existing drive, said point also being located South 5° 42' 00" East a distance of 158.26 feet from the southwest corner of the proposed lease area; thence along the centerline of an existing drive, and across lands of the Grantor herein, North 32° 34' 33" East a distance of 169.04 feet to a point; thence by same, North 28° 45' 55" East a distance of 30.48 feet to a point on the proposed lease line, the true point of beginning of the tract herein described; thence along the proposed lease area, South 84° 30' 00" West a distance of 121.96 feet to a point thence along the proposed lease area and lands of now or formerly First Mississippi Corporation, North 5° 42' 00" West a distance of 188.75 feet to an iron pin; thence by same, North 84° 30' 00" East a distance of 230.78 feet to a point; thence along the proposed lease area and across lands of the Grantor herein, South 5° 42' 00" East a distance of 188.75 feet to a point; thence by same, South 84° 30' 00" West a distance of 108.82 feet to the point of beginning, containing 1.00 acre as is shown the unrecorded plat of first revision of Al Gilles two-lot subdivision on file in the office of the Planning Commission of DeSoto County, Mississippi.

Also a 50 foot non-exclusive permanent ingress and egress easement from said property across the west 50 feet of Lot 1 of Al Gilles two-lot subdivision as shown on the plat of subdivision filed in the office of the Planning Commission of DeSoto County, together with a permanent right of ingress and egress to and from Goodman Road, originally described in Deed Book 47, Page 392 and conveyed to Grantor by deed recorded in Deed Book 128, Page 57, both in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all rights and appurtenances pertaining to the above-described property.

Memphis Junction - Mississippi

Exhibit C to
Fritchard Affidavit
Memphis Jct MS

**MASTER QUITCLAIM BILL OF SALE, ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This Master Quitclaim Bill of Sale, Assignment and Assumption Agreement ("Agreement") is entered into as of February 14, 2003, by and among CORBAN TOWERS, INC., a Nevada corporation, ("Buyer"), whose address is 901 Jupiter Road, Plano, Texas 75074, PINNACLE TOWERS INC., a Delaware corporation ("Seller"), whose address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, and CORBAN COMMUNICATIONS, INC., a Texas corporation, whose address is 901 Jupiter Road, Plano, Texas 75074, pursuant to the Purchase and Sale Agreement dated as of December 20, 2002, between Seller and Buyer ("Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby quitclaims to Buyer all of its right, title, and interest in and to all of the Assets (excluding for the purpose of the quitclaim in this Section 1 only, but for no other purpose under this Agreement, the Owned Real Property which is quitclaimed by Seller pursuant to separate quitclaim deeds), including, without limitation, the Assets relating to the real property described in Exhibits A-1 through A-351, and the Assets described in Exhibits B-1 through B-351 attached hereto.

2. Buyer hereby accepts the foregoing quitclaim and assumes and agrees to perform, discharge, and satisfy in accordance with their respective terms all of the Assumed Commitments. Seller shall not have any obligation, duty, or liability under the Assumed Commitments.

3. Corban Communications, Inc. and Buyer hereby jointly and severally agree to indemnify, defend, and hold harmless Seller for, from, and against all claims, obligations, costs, and liabilities arising in connection with the Assumed Commitments.

Memphis Junction, Mississippi

1

Exhibit C to
Pritchard Affidavit
Memphis Jct MS

Notwithstanding the foregoing, Corban Communications, Inc. assumes no tort liabilities related to the Sites.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. All notices under this Agreement shall be provided as set forth in the Purchase Agreement.

6. For ease of recording, exhibits to this Agreement may not be recorded in all of the jurisdictions in which this Agreement is recorded. Nevertheless, the parties are bound by all terms and provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGES FOLLOW

Memphis Junction, Mississippi

2

Exhibit C to
Pritchard Affidavit
Memphis Jct MS

**SIGNATURE PAGE OF CORBAN TOWERS, INC.
TO MASTER QUITCLAIM BILL OF SALE, ASSIGNMENT AND ASSUMPTION
AGREEMENT**

CORBAN TOWERS, INC.,
a Nevada corporation

By: *Henry A. Thomas*
Name: Henry A. Thomas
Title: President

Attest:

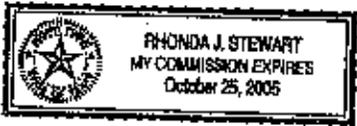
By: *D. P. Kattenbach*
Name: David P. Kattenbach
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF Collin §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 10th day of February, 2003, within my jurisdiction, the within named Henry A. Thomas, who acknowledged to me that he is President of Corban Towers Inc., a Nevada corporation, and that for and on behalf of said corporation, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rhonda J. Stewart
Notary Public

My Commission Expires:
10-25-2005
(Affix Seal)



Memphis Junction, Mississippi

Exhibit C to
Pritchard Affidavit
Memphis Jct MS

**SIGNATURE PAGE OF CORBAN COMMUNICATIONS, INC.
TO MASTER QUITCLAIM BILL OF SALE, ASSIGNMENT AND ASSUMPTION
AGREEMENT**

CORBAN COMMUNICATIONS, INC.,
a Texas corporation

By: *Henry A. Thomas*
Name: Henry A. Thomas
Title: President

Attest:

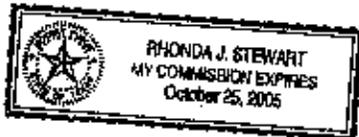
By: *D. R. Kattenbach*
Name: David R. Kattenbach
Title: Secretary

STATE OF TEXAS §
COUNTY OF Collin §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 10th day of February, 2003, within my jurisdiction, the within named Henry A. Thomas, who acknowledged to me that he is President of Corban Communications, Inc., a Texas corporation, and that for and on behalf of said corporation, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rhonda J. Stewart
Notary Public

My Commission Expires:
10-25-2005
(Affix Seal)



Memphis Junction, Mississippi

SIGNATURE PAGE OF PINNACLE TOWERS, INC.
TO MASTER QUITCLAIM BILL OF SALE, ASSIGNMENT AND ASSUMPTION
AGREEMENT

PINNACLE TOWERS INC.,
a Delaware corporation

By: *William T. Freeman*
Name: William T. Freeman
Title: Vice President

Attest: *[Signature]*

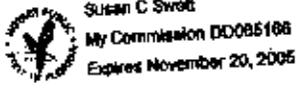
By: _____
Name: Eyan N. Berlin
Title: Assistant Secretary

STATE OF FLORIDA §
COUNTY OF Sarasota §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 13 day of February, 2003, within my jurisdiction, the within named William T. Freeman, who acknowledged to me that he is Vice President of Pinnacle Towers Inc., a Delaware corporation, and that for and on behalf of said corporation, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Susan C. Swett
Notary Public SUSAN C. SWETT

My Commission Expires: _____
(Affix Seal)



Memphis Junction, Mississippi

Exhibit C to
Memphis Jct MS

THIS INSTRUMENT PREPARED BY:

Scott Thornton, Esq.
Thompson & Knight, LLP
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201
214-969-1700

WHEN RECORDED RETURN TO:

Corban Towers, Inc.
901 Jupiter Road
Plano, Texas 75047

Memphis Junction, Mississippi

Exhibit C to
Pritchard Affidavit
Memphis Jet MS

EXHIBIT A-146

Lot 2 of the Al Gillless two-lot subdivision in the southeast quarter of Section 29, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as commencing at the Southeast corner of Section 29, Township 1 South, Range 8 West, DeSoto County, Mississippi, said point being the intersection of the centerline of Horn Lake Road and the centerline of Goodman Road; thence along the east line of Section 29, Township 1 South, Range 8 West, and the centerline of Horn Lake Road, North a distance of 1336 feet to a point on the northerly right-of-way line of the Texas Gas Co., thence along the north right-of-way line of the Texas Gas Co., South $74^{\circ} 30' 00''$ West a distance of 1575.58 feet to a point of the west line of lands of the Grantor herein; thence along the west line of a fifty (50) foot easement for ingress-egress, and lands of now or formerly First Mississippi Corporation, North $5^{\circ} 42' 00''$ West a distance of 160.69 feet to a point in the centerline of an existing drive, said point also being located South $5^{\circ} 42' 00''$ East a distance of 158.26 feet from the southwest corner of the proposed lease area; thence along the centerline of an existing drive, and across lands of the Grantor herein, North $32^{\circ} 34' 33''$ East a distance of 169.04 feet to a point; thence by same, North $28^{\circ} 45' 55''$ East a distance of 30.48 feet to a point on the proposed lease line, the true point of beginning of the tract herein described; thence along the proposed lease area, South $84^{\circ} 30' 00''$ West a distance of 121.96 feet to a point thence along the proposed lease area and lands of now or formerly First Mississippi Corporation, North $5^{\circ} 42' 00''$ West a distance of 188.75 feet to an iron pin; thence by same, North $84^{\circ} 30' 00''$ East a distance of 230.78 feet to a point; thence along the proposed lease area and across lands of the Grantor herein, South $5^{\circ} 42' 00''$ East a distance of 188.75 feet to a point; thence by same, South $84^{\circ} 30' 00''$ West a distance of 108.82 feet to the point of beginning, containing 1.00 acre as is shown the unrecorded plat of first revision of Al Gillless two-lot subdivision on file in the office of the Planning Commission of DeSoto County, Mississippi.

Also a 50 foot non-exclusive permanent ingress and egress easement from said property across the west 50 feet of Lot 1 of Al Gillless two-lot subdivision as shown on the plat of subdivision filed in the office of the Planning Commission of DeSoto County, together with a permanent right of ingress and egress to and from Goodman Road, originally described in Deed Book 47, Page 392 and conveyed to Grantor by deed recorded in Deed Book 128, Page 57, both in the office of the Chancery Clerk of DeSoto County, Mississippi.

Memphis Junction, Mississippi

Exhibit C to
Pritchard Affidavit
Memphis MS

EXHIBIT B-146

All of the following Assets relating to the real property described in Exhibit A-146:

- a. any ground leases providing for the use or occupancy of such real property, including, without limitation, the ground leases described below, if any;
- b. any licenses, use permits or similar instruments (excluding ground leases) providing for the use or occupancy of such real property, including, without limitation, the licenses, use permits and instruments described below, if any;
- c. all easements providing for the use or occupancy of such real property, including, without limitation, the easements described below, if any;
- d. any tenant lease for space on such real property;
- e. all agreements not otherwise described above that relate to the use or operation of such real property, including, without limitation, monitoring, licensing, use, access, governmental, BLM and similar agreements; and
- f. all improvements, fixtures, machinery, equipment, tangible personal property and other tangible assets located on such real property, including, without limitation, communication towers.

Memphis Junction, Mississippi

Exhibit C to
Pritchard Affidavit
Memphis MS



ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed July 26, 2004.


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:

CORBAN COMMUNICATIONS, INC., *et. al.*

Debtors.

§
§
§
§
§
§
§
§
§
§

Case No. 04-32972-SAF-11
Chapter 11
(Jointly Administered)

AMENDED

ORDER AUTHORIZING DEBTORS TO SELL TO CORBAN ACQUISITION CORPORATION AND 360networks (USA) inc. CERTAIN PROPERTIES OF THEIR ESTATES FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

This matter having come before the Court on the Motion for Order (1) Approving Competitive Bid Procedures, and (2) Scheduling Hearing to Consider Approval of Sale and Assumption and Assignment of Executory Contracts and Leases (as amended, the "Sale Motion") of the above-captioned debtors (the "Debtors"), for entry of an order under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (the "Sale Order") authorizing (i) the Debtors' sale (the "Sale") of some or all of its assets and stock (collectively,

Order Authorizing Debtors to Sell Certain Properties of Their Estates Free and Clear of Liens, Claims and Encumbrances
DAL02:409686.7

Page 1 of 24

Exhibit D to
Pritchard Affidavit

the "Assets"), free and clear of all liens, claims, and encumbrances of any nature whatsoever, (collectively, the "Interests") and the assignment of certain executory contracts and unexpired leases (the "Assumed Contracts"); and the Court having entered an order on March 29, 2004 (as amended, the "Bid Procedures Order") approving (i) the Competitive Bid Procedures and Scheduling Hearing to Consider Approval of Sale and Assumption and Assignment of Executory Contracts and Leases, and (ii) the form and manner of notice of the Auction and the Sale Hearing (as defined below); and the Debtors having conducted an auction on May 24, 2004 (the "Auction"); and the Court having entered an order (the "Original Sale Order") on June 21, 2004, Authorizing Debtors to Sell Certain Properties of Their Estates Free and Clear of Liens, Claims and Encumbrances to International Communication Group, Inc. d/b/a/ Corban Acquisition Corporation ("CAC") and 360networks (USA) inc. or its affiliated designee ("360"); CAC having failed to close the transaction as set forth in the Original Sale Order; the Court having signed an order on July 12, 2004 Setting a Sale Hearing and Amending the Bid Procedures (the "Amended Bid Procedures Order"); and the Court having held a subsequent hearing on the Sale Motion on July 15, 2004, and July 19-20, 2004 (the "Sale Hearing"); and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) any objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing, and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:¹

1. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Sale Motion concerns the administration of the Debtors' estates and approval of the sale of property of the Debtors' estates and is, therefore, a core proceeding under 28 U.S.C. §157(b)(2)(A), (M), (N), and (O). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), (f), (m), and (n), and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014, and have been met.

3. Proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale, has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014, other provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, orders of the Bankruptcy Court, other applicable law, due process and the Bid Procedures Order. Such notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the Sale Motion, the Auction or the Sale Hearing is required.

4. Prior to the Auction, CAC provided the cash deposit required by the Bid Procedures Order in the amount of \$450,000.00 (the "\$450K CAC Deposit").

5. At the Auction, CAC submitted to the Debtors a letter of intent to purchase certain of the Debtors' assets, which was followed by a definitive asset purchase agreement (the

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. Fed. R. Bankr. P. 7052.

"Initial CAC Purchase Agreement"), between CAC and the Debtors, pursuant to which CAC agreed to buy the assets described in the Initial CAC Purchase Agreement.

6. At the Auction, 360 and Republic also offered to purchase certain of the Debtors' assets. 360 formalized its offer by executing the Asset Purchase Agreement (the "Initial 360 Purchase Agreement"), pursuant to which 360 agreed to purchase the assets described in the Initial 360 Purchase Agreement. Republic formalized its offer by executing the Asset Purchase Agreement (the "Initial Republic Purchase Agreement"), pursuant to which Republic agreed to purchase the assets described in the Initial Republic Purchase Agreement.

7. During the Auction, 360 and Republic orally tendered higher and better offers for certain of the assets of the Debtors than were set forth in the Initial 360 Purchase Agreement and the Initial Republic Purchase Agreement. The revised offers from 360 and Republic were coordinated and cooperative bids, in that, although separate and independent, they could be accepted separately or together and considered in tandem for the sale of certain assets of the Debtors. Prior to the close of the Auction, the Debtors, through their financial advisor, determined that the Initial CAC Purchase Agreement represented the highest and best offer for the sale of the assets of the Debtors.

8. Between the close of the Auction on Monday, May 24, 2004, and the close of the Sale Hearing on May 27, 2004, negotiations among the Debtors, the Creditors' Committee, 360, CAC and Global Crossing Bandwidth, Inc. ("GX"), resolved a number of issues between certain of the parties and also resulted in a new coordinated, cooperative bid between CAC and 360 (the "Successful Bids"). The terms of the Successful Bids, as well as the changes that were made to the Initial CAC Purchase Agreement are described in a term sheet (the "Term Sheet") by and

between CAC, 360, GX and the Debtors, a copy of which was attached as Exhibit A to the Court's Order dated July 12, 2004 approving the sale of the Debtors' assets to CAC and 360.

9. In addition, 360 executed a revised asset purchase agreement (the "360 APA") that incorporated the terms described in the Term Sheet. 360 filed the 360 APA with the Court on June 22, 2004.

10. CAC has executed a revised asset purchase agreement (the "Final CAC APA") that incorporates the terms described in the Term Sheet, together with some minor changes that are mutually agreeable between CAC, 360, and the Debtors. Additionally, 360 and certain of the Debtors will execute an amendment to the 360 APA that incorporates the changes that have been agreed to in the modified Term Sheet executed on July 21, 2004 by the Debtors, 360, CAC and GX (the "7/21 Term Sheet"), and that incorporates the terms of the Letter Agreement executed by 360 and CAC on July 20, 2004 (the "7/20 Letter Agreement"), the terms of which are incorporated herein for all purposes. (The 360 APA, as modified by the 7/21 Term Sheet and the 7/20 Letter Agreement, the "Final 360 APA"). The Final CAC APA and the amendment to the 360 APA will be filed with the Court no later than July 23, 2004. (The Final 360 APA and the Final CAC APA are collectively referred to herein as the "Final APAs")

11. Prior to the sale hearing on May 26, 2004 (the "First Sale Hearing"), the board of directors of the Debtors, in its business judgment, concluded that the combined, cooperative proposal made by CAC and 360 was the highest and best offer for the Debtors' Assets. The Debtors, in their business judgment concluded that the oral proposals made during the Auction by 360 and Republic were the second highest and best offers for the Assets. Atlantic Tele-
Network, Inc. ("ATN") withdrew its bid in open court on the first day of the First Sale Hearing.

12. At the First Sale Hearing, the Court approved the sale to CAC and 360. However, CAC failed to close the transactions contemplated by the Final CAC APA. Consequently, pursuant to the terms of the Bid Procedures Order, the \$450K CAC Deposit was forfeited by CAC when it failed to close the transaction. On June 30, 2004, the Court held a hearing and subsequently entered an Order Setting Sale Hearing and Amending Bid Procedures (the "Amended Bid Procedures Order").

13. Pursuant to the Amended Bid Procedures Order, any interested bidder was required to deposit \$1 million in the IOLTA account with Baker Botts L.L.P. by July 1, 2004. ATN deposited \$1 million on July 1, 2004. 360 and Republic deposited a combined \$1,000,000.00 on July 1, 2004. CAC deposited \$1 million on July 12, 2004 (the "\$1M CAC Deposit"). Each party who made a deposit was permitted to bid at the second hearing on the Sale Motion (the "Second Sale Hearing") held on July 15, 2004 and July 19-20, 2004.

14. Three competing bids were considered by the Debtors prior to the Second Sale Hearing. 360 and Republic submitted revised APAs. ATN submitted a revised asset purchase agreement (the "Final ATN APA"). CAC asked the Court to take notice of the previously executed APA and the terms and conditions of CAC's deal with 360 and the Debtors.

15. In accordance with the Court's bench order of July 20, 2004, CAC deposited \$5 million in the IOLTA account of Baker & McKenzie on or about July 21, 2004 (the "\$5M CAC Deposit"). Also in accordance with the Court's bench order of July 20, 2004, 360 deposited \$2 million in the IOLTA account of Baker Botts L.L.P. on or about July 21, 2004 (the "\$2M 360 Deposit").

16. As demonstrated by (i) the testimony of Mr. Jaime Pierson and Mr. Henry A. Thomas, and other evidence proffered or adduced at the Second Sale Hearing and (ii) the representations of counsel made on the record at the Second Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Bid Procedures Order and the Amended Bid Procedures Order.

17. As demonstrated by the testimony presented at the Second Sale Hearing, a total of \$1,315,239 of pre-petition and post-petition claims are held by creditors of Corban Towers, excluding the Global Claim as defined below (the "CTI Obligations"). The claims held by Northwest Tower Lease One, LLC and Northwest Tower Lease Two, LLC (collectively, "NWL"), total \$698,289.00 (the "NWL Amount"). After deduction of the NWL Amount from the CTI Obligations, the remaining CTI cure obligations are \$616,949 plus any accruals between July 15, 2004 and the Closing Date (the "CTI Cure Obligations"). If Closing occurs on July 23, 2004 CTI Cure Obligations will be \$638,950.

18. The Debtors (i) have full corporate power and authority to execute the Final APAs and all other documents contemplated thereby, and the sale of the Assets by the Debtors has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Final APAs, and (iii) have taken all corporate action necessary to authorize and approve the Final APAs and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Final APAs, are required for the Debtors to consummate such transactions.

19. Approval of the Final APAs and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

20. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and in contemplation of, a plan of reorganization in that, among other things:

- (a) Under the circumstances, CAC and 360 are only willing to proceed to acquire the Assets if the Sale can be consummated quickly.
- (b) The Debtors diligently and in good faith marketed the Assets to secure the highest and best offer therefor by, among other things, mailing the Notice of Auction and Sale Hearing and the Sale Motion to each of the entities that had previously expressed an interest in the Debtors' Assets. In addition, the Debtors conducted the Auction pursuant to the Bid Procedures Order and the Amended Bid Procedures Order.
- (c) A sale of the Assets at this time to CAC and 360 pursuant to 11 U.S.C. § 363(b) is the only viable alternative to preserve the value of the Assets, and maximize the Debtors' estates for the benefit of all constituencies. Delaying the Sale of the Assets undoubtedly will result in a loss of value of the Assets and may result in an alternative outcome that will achieve far less value for creditors.
- (d) The Debtors believe that there is a risk of deterioration in the value of certain of the Assets if the sale is not consummated quickly.
- (e) The Debtors lack the liquidity with which to meet the significant capital requirements needed to continue to successfully operate.
- (f) The Debtors believe that (i) the Successful Bids constitute the highest and best bid for the Assets and (ii) the Next Highest Bids constitute the second highest and best bid for the Assets.

21. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including:

(i) the United States Trustee for the Northern District of Texas; (ii) counsel to the Official Committee of Unsecured Creditors; (iii) all entities known to have expressed an interest in a

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transaction with respect to the Assets; (iv) all entities known to have an Interest in the Assets; and (v) the parties listed on Debtors' Shortened Master Service List. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to bid for the Assets.

22. The transactions contemplated in the Final APAs have been negotiated, proposed and entered into by the Debtors, 360, CAC, and GX without collusion with any person or entity, in good faith, and from arm's-length bargaining positions. Neither the Debtors, CAC or 360 have engaged in any conduct that would cause or permit the Final APAs to be avoided under 11 U.S.C. § 363(n). CAC and 360 are good faith purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby.

23. CAC and 360 are not insiders, as that term is defined in 11 U.S.C. §101(31).

24. The consideration provided by CAC and 360 for the Assets pursuant to the Final APAs (i) is fair and reasonable, (ii) is the highest and best offer for the Assets, (iii) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

25. The Sale must be approved and consummated promptly in order to preserve the value of the Assets.

26. The transfer of the Assets to CAC and 360 pursuant to the terms of the Final APAs will be a legal, valid and effective transfer of the Assets, and will vest CAC and 360 with all right, title and interest of the Debtors to the Assets free and clear of all Interests, including without limitation, any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "Closing Date") of the

consummation of the Final APAs (the "Closing"); provided, however, that nothing in this Sale Order or the Final APAs does or will release, nullify, or enjoin the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that CAC or 360 would be subject to as the owner or operator of property after the date of entry of this Sale Order or from the Closing Date, as the case may be.

27. CAC and 360 would not have entered into the Initial CAC Purchase Agreement, the Terms Sheet or the Final APAs and would not consummate the transactions contemplated thereby, if the sale of the Assets to CAC and 360 were not free and clear of all Interests of any kind or nature whatsoever and if the assignment of the executory contracts, including the Assumed Contracts (as defined below), could not be made under section 365 of the Bankruptcy Code.

28. The Debtors may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)(5) has been satisfied. Accordingly, CAC and 360 shall purchase the Assets free and clear of all Interests, including without limitation all liens, claims and encumbrances pursuant to 11 U.S.C. § 363.

29. Except as required by the Final APAs and any order relating to the assumption and assignment of the Assumed Contracts, the transfer of the Assets to CAC and 360 and assumption and assignment to CAC and 360 of the Assumed Contracts will not subject CAC and 360 to any liability whatsoever with respect to the operations of the Debtors' businesses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or

indirectly, in any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability. CAC and 360 do not constitute successors-in-interest to Seller for any purposes, including successor liability.

30. The sale of the Assets to CAC and 360 is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to Section 363(b) of the Bankruptcy Code prior to, and outside of, a plan. The sale is in contemplation of a plan and, accordingly, a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

31. Global Signal Services, LLC ("Global") owns a Promissory Note dated February 14, 2003, in the stated principal amount of \$800,000 ("Existing Promissory Note") executed by debtors Corban Communications, Inc. ("CCI") and Corban Towers, Inc. ("Towers"). Global's claim as of March 11, 2004, under the Existing Promissory Note is \$842,958.90 (the "Global Claim").

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

- A. The Sale Motion is granted, as further described herein.
- B. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits unless as otherwise provided herein.
- C. The Final APAs, and all of the terms and conditions thereof, are hereby approved, subject to the Court's approval of the Debtors' actual assumption and assignment of the Assumed Contracts. Debtors shall file copies of the Final CAC APA and any amendments to the 360 APA

with the Court no later than July 23, 2004. The Final CAC APA and the Final 360 APA shall be deemed approved and incorporated into this Order once filed.

D. At Closing, CAC shall also provide a letter of credit or shall escrow sufficient funds to pay the CTI Cure Obligations, which amount constitutes the difference between the CTI Obligations and the NWL Amount. Such letter of credit or escrow amount shall be used only to ensure payment of the CTI Cure Obligations, and NWL's claims against Corban Towers shall be waived at Closing. The Court shall retain jurisdiction to adjudicate all disputes regarding the payment of the CTI Cure Obligations.

E. Baker & McKenzie shall release to the Debtors the \$5M CAC Deposit after Closing and upon receipt of a Letter of Disbursement from CAC that is countersigned by the Debtors confirming that Closing has occurred. Baker Botts L.L.P. shall release to the Debtors the \$2M 360 Deposit after Closing and upon receipt of a Letter of Disbursement from 360 that is countersigned by the Debtors confirming that Closing has occurred. Baker Botts L.L.P. shall release to the Debtors the \$1M CAC Deposit after Closing and upon receipt of a Letter of Disbursement from CAC that is countersigned by the Debtors confirming that Closing has occurred. If Closing does not occur, (1) Baker Botts L.L.P. shall continue to hold the \$2M 360 Deposit and the \$1M CAC Deposit until further order of the Court, and (2) Baker & McKenzie shall continue to hold the \$5M CAC Deposit until further order of the Court.

F. Baker Botts L.L.P. shall immediately return to ATN the \$1 million deposit made by ATN into the IOLTA account of Baker Botts L.L.P. pursuant to the Amended Bid Procedures Order. Baker Botts L.L.P. shall immediately return to Republic the \$500,000 deposit made by Republic into the IOLTA account of Baker Botts L.L.P. pursuant to the Amended Bid

Procedures Order. Baker Botts L.L.P. shall immediately return to 360 the \$500,000 deposit made by 360 into the IOLTA account of Baker Botts L.L.P. pursuant to the Amended Bid Procedures Order; provided, however, that, upon written instruction from 360, the Debtors shall not return the \$500,000 deposit, but instead shall apply the \$500,000 deposit made by 360 towards the \$2M 360 Deposit referenced in paragraph D above.

G. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Final APAs, effective immediately upon the signing of this Sale Order and the filing of the Final CAC APA.

H. In addition to the consideration required pursuant to the Final APAs, at Closing CAC shall also provide sufficient funds (whether by letter of credit, escrow, immediate payment, or similar instrument) to satisfy the CTI Cure Obligations.

I. The Closing Date is set for July 23, 2004. In the event Closing does not occur by 12:00 noon C.D.T. on July 26, 2004, the Debtors shall notify the Court, and an emergency hearing shall be held as soon as possible to determine whether to approve the sale to ATN in accordance with the Final ATN APA.

J. The Debtors are authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Final APAs, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Final APAs, and to take all further actions as may be requested by CAC or 360 for the purpose of assigning, transferring, granting, conveying and conferring to CAC and 360 or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of

the obligations as contemplated by the Final APAs; provided, however, except as expressly set forth herein, Debtors may not assume or assign the Assumed Contracts without further order of this Court.

K. Subject to the Closings and the Debtors' actual assumption and assignment of the Assumed Contracts, except as expressly permitted or otherwise specifically provided for in the Final APAs or this Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Assets shall be transferred to CAC and transferred to 360 as of the Closing Date, and shall be free and clear of all Interests of any kind or nature whatsoever, save and except any rights of lessees under section 365(h), with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtors may possess with respect thereto. On the Closing Date, and after consummation of the Sale, all liens, claims and encumbrances shall attach to the proceeds of the Sale of the Assets to the same extent and with the same priority as if such property had not been sold.

L. Except as expressly assumed, permitted or otherwise specifically provided for in the Final APA, this Sale Order, or any order regarding assumption of Assumed Contracts, all persons and entities, including, but not limited to, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or the Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Assets to Purchaser, hereby are forever barred, estopped and permanently

enjoined from asserting against, the Assets, CAC and/or 360, their successors or assigns, such persons' or entities' Interests.

M. Except for the liabilities expressly assumed under the Final APAs and any assumed contract or unexpired lease assigned to CAC and 360, CAC and 360 shall not be liable for any Claims against the Debtors or any of their successors or affiliates, and CAC and 360 shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the closing of the sale, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors. Under no circumstances will CAC and 360 be deemed a successor of or to the Debtors for any Claim or Interest against the Debtors or the Assets. Except for the liabilities expressly assumed under the Final APAs, the sale, transfer, assignment and delivery of the Assets shall not be subject to any such Claims, Interests, liabilities or obligations, provided further that subject to the Debtors' actual assumption and assignment of the Assumed Contracts, CAC and 360 shall assume the Debtors' obligations under the Assumed Contracts to the extent such obligations arise after the Closing Date or as otherwise provided in the Final APAs.

N. Subject to the occurrence of the Closings, this Order (a) is and shall be effective as a determination that, on the Closing Date, subject to the Debtors' actual assumption and assignment of the Assumed Contracts, all Interests existing as to the Assets prior to the Sale Date or the Closing Date, as the case may be, have been unconditionally released, discharged, cancelled, erased and terminated, and (b) is and shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of conveyances, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and

local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets. The respective clerks of court, recorders of mortgages and recorders of conveyances are hereby authorized, directed and ordered to cancel and erase the inscriptions of all such Interests as they relate to the Assets from their respective offices, and the respective clerks of court, recorders of conveyances and recorders of mortgages are hereby authorized, directed and required to note the cancellations of such inscriptions in the margins of their records where such inscriptions appear insofar as such inscriptions are registered in the conveyance records.

O. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Interests in the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Assets or otherwise, then CAC and/or 360 are hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Sale Order by CAC and 360 as evidence of the release of such encumbrances,

P. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

Q. Subject to the occurrence of the Closings and the terms of the Final APAs, this Sale Order shall be effective as a determination that, on the Closing Date all interests of any kind or nature whatsoever existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

R. The consideration provided by CAC and 360 for the Assets under the Final APAs (i) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, and (ii) is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

S. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to CAC and/or 360 on the Closing Date.

T. Under no circumstances shall any holder of an Interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against CAC and/or 360, except with respect to the obligations specifically assumed by CAC and 360 under the Final APAs or under an executory contract or lease of real property being assigned pursuant to the Final APAs or Order of the Court.

U. This Court retains jurisdiction to enforce and implement the terms and provisions of the Final APAs, all amendments thereto, any waivers and consents thereunder, and of each of

the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) resolve any disputes arising under or related to the Final APAs, except as otherwise provided therein, and (b) interpret, implement, and enforce the provisions of this Sale Order.

V. After the execution of this Order by this Court, subject to actual assumption and assignment of the Assumed Contracts, CAC and 360 shall be entitled to the protection of Bankruptcy Code § 363(m) with respect to the sales under Section 363 in connection with the transaction contemplated by the Final APAs. The sale transactions contemplated by the Final APAs, are undertaken by CAC and 360 in good faith, as that term is used in Bankruptcy Code § 363(m), and, accordingly, the reversal or modification on appeal of this Order and the authorization to consummate the transactions provided herein shall not affect the validity of any sale under Section 363, the Final APAs, and this Order to CAC and 360, unless such sale is duly stayed pending such appeal.

W. The terms and provisions of the Final APAs and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, CAC and 360, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting interests in the Assets to be sold to CAC and 360 pursuant to the Final APAs, notwithstanding, any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

X. The failure specifically to include any particular provisions of the Final APAs in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Final APAs be authorized and approved in its entirety.

Y. The Final APAs and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or any third parties.

Z. Notwithstanding anything to the contrary herein, CAC and 360 shall not be relieved from any liabilities specifically assumed by CAC and 360 as set forth in the Final APAs.

AA. Following the Closing, CAC and 360 shall be required to comply with all applicable laws, including but not limited to, local, state and federal rules, regulations, statutes, and permits pertaining to environmental regulations with respect to the Assets.

BB. CAC and 360 are hereby authorized to allocate the Assets and the Assumed Contracts among their respective affiliates, designees, assignees, and/or successors in a manner as they, in its sole discretion, deem appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Assets or the rights under any Assumed Contracts to their affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the Final APAs, subject to the Debtors' actual assumption and assignment of the Assumed Contracts, and the Debtors shall cooperate with and take all actions reasonably requested by CAC and 360 to effectuate any of the foregoing.

CC. As provided by Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d), this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry of this Sale Order.

DD. Subject to CAC closing on the transactions contemplated in the Final CAC APA, contemporaneously with the Closing of the transactions contemplated by the Final CAC APA, CAC shall pay directly to Global \$450,000.00 (part of the amount required to pay all liabilities at Towers) as a partial payment on the Global Claim, to be applied to accrued unpaid interest and then the unpaid principal balance of the Global Claim. Subject to satisfaction of each of the "Global Note Conditions" (defined below), Global will permit CAC, as part of CAC's assumption of liability of the Global Claim, to pay the remainder of the Global Claim as follows (the "Term Out Concession"): (i) contemporaneously with Closing, CAC shall execute a promissory note ("Global Term Note") payable to Global, or its order, in the stated principal amount of \$392,958.90 evidencing CAC's obligation to pay the remaining balance of the Global Claim, which Global Term Note shall contain standard and reasonable terms including pertaining to default rights and waivers, (ii) under the Global Term Note, interest shall accrue at the rate of six percent (6%) percent per annum on the remaining balance of the Global Claim and shall be payable monthly on the 5th day of each month after Closing, and (iii) the unpaid principal balance of the Global Term Note shall be due and payable on February 28, 2005. If the Global Note Conditions are not satisfied: (i) Global is not obligated by the Term Out Concession and CAC is not entitled to the Term Out Concession, and (ii) Global retains all rights and remedies with respect to the Global Claim against CCI, Towers, and CAC.

EE. The "Global Note Conditions" are the following: (i) all claims of Frost National Bank ("Frost Bank") against any of the Debtors either have been paid in full or all rights under any subordination agreements or inter-creditor agreements have been waived in writing by Frost Bank for the benefit of Global, (ii) all claims of Legacy Bank of Texas ("Legacy Bank") against any of the Debtors either have been paid in full or all rights under any subordination agreements or inter-creditor agreements have been waived in writing by Legacy Bank for the benefit of Global, (iii) Global may retain any payments made to Global on account of the Global Claim and Existing Global Note and any such payments to Global are not subject to payment to Frost Bank or Legacy Bank pursuant to the terms of any subordination agreements or inter-creditor agreements, and (iv) the Global Claim shall remain a valid claim against CCI and Towers and their respective estates, as provided below, until paid in full in cash.

FF. Notwithstanding this Order, CAC's assumption of liability for the Global Claim, the Term Out Concession and execution and delivery of the Global Term Note to Global, Global retains the Global Claim as a claim against CCI and Towers until such time as the Global Claim is actually paid in full in cash. This Order, CAC's assumption of liability for the Global Claim, the Term Out Concession and execution and delivery of the Global Term Note to Global do not satisfy, pay, release, discharge, or waive the Global Claim as against Debtors and their estates and shall not be a basis to disallow or reduce the Global Claim. In the event of a closing by CAC on the Final CAC APA, any subsequent distributions or reservations of any property of the Debtors' estates shall include, and shall account for, the remaining unpaid portion, if any, of the Global Claim as a valid claim entitled to payment, provided, however, that if Debtors are

required to make any distribution on the Global Claim, CAC will immediately reimburse the estates for such payment.

GG. Subject to CAC closing on the transaction contemplated by the Final CAC APA, and without waiver of any objections that the Committee might raise to the extent, priority or amount of Frost Bank's liens, contemporaneously with the Closing of the transactions contemplated by the Final CAC APA, the principal and interest due at the non-default rate under any loans from Frost Bank to the Debtors shall be paid in full in cash from the proceeds of the sale and the Assets pursuant to the terms and conditions of the loan documents by and between Frost Bank and the Debtors. Claims, if any, to attorney fees, non-default interest or expenses to the extent previously allowed by Court order or approved in accordance with the terms of this Order shall be paid in full in cash from the proceeds of the Sale at Closing.

HH. Subject to CAC closing on the transaction contemplated by the Final CAC APA, and without waiver of any objections that the Committee might raise to the extent, priority or amount of Legacy Bank's liens, contemporaneously with the Closing of the transactions contemplated by the Final CAC APA, the principal and interest due at the non-default rate under any loans from Legacy Bank to the Debtors shall be paid in full in cash from the proceeds of the sale and the Assets pursuant to the terms and conditions of the loan documents by and between Legacy Bank and the Debtors. Claims, if any, to attorney fees, non-default interest or expenses to the extent previously allowed by Court order or approved in accordance with the terms of this Order shall be paid in full in cash from the proceeds of the Sale at Closing.

II. Notwithstanding anything to the contrary in this Order, the rights, claims and defenses of Celco Partnership d/b/a Verizon Wireless on behalf of itself and its controlled

affiliates ("Verizon Wireless") pursuant to its contracts and leases or applicable law shall not be impacted including without limitation its rights, if any, under Section 365(h) of the Bankruptcy Code.

JJ. Nothing in this Order shall impact the rights of GX pursuant to its executory contracts. A separate order by the Court will address the rights of GX under Section 365 of the Bankruptcy Code.

KK. Unless otherwise agreed to by the parties, the transactions contemplated by the Final APAs shall close simultaneously on or before 12:00 noon on Monday, July 26, 2004; provided, however, that the Final 360 APA shall not close without the closing of the Final CAC APA.

LL. The Frost National Bank and Legacy Bank may provide a statement of the attorney's fees and expenses incurred by each such bank in connection with this bankruptcy proceeding from and after the last date on which the fees and expenses of each bank were approved by order of this Court (the "Post Approval Fees and Expenses"), to counsel for the Creditors Committee and counsel for the Debtors. The Frost National Bank and Legacy Bank shall each file with the Court and serve notice of the amount of such Post Approval Fees and Expenses to all persons listed on the current Shortened Master Service List. If the Post Approval Fees and Expenses of the banks are (i) approved by counsel for the Creditors Committee and counsel for the Debtors and (ii) are calculated at the hourly rates used in prior motions filed by the banks for approval of fees and expenses in this case, such fees and expenses shall be paid to the bank whose fees and expenses have been approved by the Creditors Committee and the Debtors from the proceeds of the Debtors' sale of collateral of such bank. Notwithstanding

anything herein to the contrary, if the Post Approval Fees and Expenses of either bank are not approved by the attorneys for the Creditors Committee and the Debtors or if a party served with notice thereof files an Objection prior to the Debtors' sale of the collateral of the banks, proceeds of the sale in an amount equal to the disputed fees shall be retained by the Debtors and shall not be disbursed; provided, however, that in such event the security interest in liens of the bank claiming fees and expenses which have not been approved shall attach to the proceeds of the sale of such bank's collateral in an amount equal to the fees and expenses claimed. Nothing in this Order shall prejudice in any way (1) any party's right to object to the Post Approval Fees and Expenses of either bank or (2) either bank's right to seek from the Court allowance and payment of such Post Approval Fees and Expenses.

END OF ORDER

Order submitted by:

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COUNSEL TO DEBTORS-IN-POSSESSION

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 9th day of May 2006 at Dallas, Texas
Tawana C. Marshall, Clerk
United States Bankruptcy Court
Northern District of Texas

By Brenda Simpson Deputy

Order Authorizing Debtors to Sell Certain Properties of Their Estates Free and Clear of Liens, Claims and Encumbrances
DAL02:409686.7

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Exhibit D to
Pritchard Affidavit



ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed August 12, 2004.

[Signature]
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE

CORBAN COMMUNICATIONS, INC., et al.,

DEBTORS.

§
§
§
§
§

CASE NO. 04-32972-SAF-11
(Jointly Administered)

**ORDER GRANTING THE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION
WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS TO
INTERNATIONAL COMMUNICATIONS GROUP, INC.**

Upon consideration of (1) the Debtors' Amended Motion to Assume and Assign Unexpired Leases and Executory Contracts and to Approve Cure Amounts, dated April 30, 2004, (which replaced in its entirety the Debtors' first motion dated April 1, 2004, to assume and assign unexpired leases and executory contracts and to approve cure amounts), (2) the Debtors' Second Motion to Assume and Assign Unexpired Leases and Executory Contracts and to Approve Cure

Order Granting the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc.

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 9th day of May 2004 at Dallas, Texas

Tawana C. Marshall, Clerk
United States Bankruptcy Court
Northern District of Texas

DAL02:410407.4

Exhibit E to
Pritchard Affidavit

By Brenda Simpson Deputy

Amounts, dated June 1, 2004, and (3) the Debtors' Third Motion to Assume and Assign Unexpired Leases and Executory Contracts and to Approve Cure Amounts, dated June 10, 2004, (collectively, the "Motions"), pursuant to §§ 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") and Rules 2002, 6004, 6006, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in connection with this Court's Order (i) Approving Competitive Bid Procedures and (ii) Scheduling Hearing to Consider Approval of Sale and Assumption and Assignment of Executory Contracts and Leases (the "Bid Procedures Order") dated as of March 29, 2004, and in connection with that certain Asset Purchase Agreement (as that document may be amended and/or modified, the "ICG APA") by and between the Debtors and International Communications Group, Inc., d/b/a Corban Acquisition Corporation ("ICG"), under which ICG purchases certain assets of the Debtors including, without limitation, those executory contracts and unexpired leases that are enumerated in the Motions and set forth on Exhibit A, filed with the court as docket entry 563 (the "ICG Assumed Contracts"), and in connection with that certain Asset Purchase Agreement (as that document may be amended and/or modified, the "360 APA") by and between the Debtors and 360networks (USA) inc. ("360"), under which 360 purchases certain assets of the Debtors including, without limitation, those executory contracts and unexpired leases (the "360 Assumed Contracts" together with the ICG Assumed Contracts, the "Assumed Contracts"), that are enumerated in the Motions as well as set forth on a separate order (the "360 Assumption Order")¹, and the Court having previously entered an Order granting in part the Debtors'

¹ To the extent a contract appears on both Exhibit A (docket entry 563) and on the 360 Assumption Order, it shall be

**Order Granting the Assumption and Assignment of Executory
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Amended Motion to Assume and Assign (the "Cure Order"). After consideration of the pleadings on file, various objections filed, the evidence introduced and the argument of counsel, and after due deliberation and sufficient cause appearing therefore:

IT IS HEREBY FOUND and DETERMINED that:

This Court has jurisdiction to hear and consider the Motions, the relief ordered in the Bid Procedures Order, and the transactions contemplated by the ICG APA and the 360 APA (the "Sale Transaction") under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

Proper, timely, adequate and sufficient notice of the Motions, the Bid Procedures Order and the Sale Transaction, has been provided in accordance with 11 U.S.C. §§ 105, 363 and 365 and Bankruptcy Rules 2002, 6004, 6006, 9013 and 9014 to all interested parties and entities including, without limitation, (a) the Office of the United States Trustee; (b) the Official Committee of Creditors Holding Unsecured Claims; (c) ICG; (d) 360; (e) all entities known by the Debtors to have, or to have asserted, any lien, claim, encumbrance, interest, or rights of setoff, recoupment, netting or reduction in or upon the Assumed Contracts; (f) all parties who submitted a prior bid for the Assumed Contracts; (g) all parties who expressed in writing to the Debtors an interest in the purchase of the Assumed Contracts; (h) counter-parties to the Assumed Contracts; (i) all entities that had filed a notice of appearance and request for service of papers in these bankruptcy cases; and (j) all parties on this Court's approved official shortened service list.

treated as if only appearing on the 360 Assumption Order and having been assumed and assigned to 360 pursuant to the 360 Assumption Order.

Order Granting the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc.

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**Exhibit E to
Pritchard Affidavit**

No other or further notice of the Motions, the Bid Procedures Order or the Sale Transaction is required.

A reasonable opportunity to object or be heard with respect to the Motions, the Bid Procedures Order and the Sale Transaction have been afforded to all of those parties listed in the immediately preceding paragraph.

The Debtors have entered into numerous stipulations and agreed orders (including the Agreed Order Concerning Objections to Debtors' Amended, Second and Third Motions to Assume and Assign Unexpired Leases and Executory Contracts and to Approve Cure Amounts Filed by Qwest Communications Corporation and Qwest Corporation entered on July 16, 2004 (the "Qwest Assumption and Cure Amount Order") with counter-parties to executory contracts and unexpired leases resolving disputes concerning the assumption and assignment of such agreements and/or setting the proper cure amounts (collectively, the "Stipulations").

The Debtors have provided adequate evidence that any defaults under the Assumed Contracts will be cured promptly in the amounts set forth in the Motions upon entry of this Assumption Order; provided, however, that to the extent the cure amount set forth on a Stipulation or on the Cure Order differs from that amount set forth on the Motions, the cure amount set forth on the Stipulation or Cure Order shall control and shall be the amount necessary to cure such default (the "Cure Amount").

A total of \$1,315,239 of pre-petition and post-petition claims are held by creditors of Corban Towers, excluding the amount of the claim asserted by Global Signal Services LLC under the Promissory Note dated February 14, 2003, in the stated principal amount of \$800,000

**Order Granting the Assumption and Assignment of Executory
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(the "CTI Obligations"). The claims held by Northwest Tower Lease One, LLC and Northwest Tower Lease Two, LLC (collectively, "NWL"), total \$698,289.00 (the "NWL Amount"). After deduction of the NWL Amount from the CTI Obligations, the remaining CTI cure obligations are \$616,949 plus any accruals between July 15, 2004 and July 23, 2004 (the "CTI Cure Obligations"). Notwithstanding anything herein to the contrary, the cure amounts due and owing for the CTI Cure Obligations shall be placed in an escrow account to be held in the non-interest bearing IOLTA trust account of Hughes & Luce LLP (the "Escrow Account") to provide adequate assurance that Corban Towers, Inc. or ICG will promptly cure the CTI Obligations. Such escrowed funds have been advanced by 360 and to the extent that Corban Towers or ICG does not pay the CTI Cure Obligations, such funds shall be released only upon further written order of the Court. Upon satisfaction of all of the CTI Cure Obligations, any remaining or excess funds in the Escrow Account shall be refunded to 360.

ICG has provided adequate assurance of future performance under the ICG Assumed Contracts.

The Debtors have the requisite power and authority to transfer the Assumed Contracts to ICG as contemplated in the ICG APA.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

A. The findings of fact set forth above and the conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact shall later be determined to be conclusions of law, it shall be so deemed, and to

Order Granting the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc.

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the extent that any conclusions of law later shall be determined to be a finding of fact, it shall be so deemed.

B. The Stipulations filed with this Court (including, but not limited to, the stipulation between Verizon Wireless and the Debtors) are hereby incorporated by reference as if such Stipulations were set forth fully herein.

C. To the extent the ICG APA contemplated assumption and/or assignment of an executory contract or unexpired lease which is not the subject of any of the Motions, Debtors shall immediately file a fourth motion to assume and assign such agreement(s). Notwithstanding anything herein to the contrary, if any agreement listed on Exhibit A on docket entry 563 is not also the subject of one of the Motions, such agreement is not assumed or assigned pursuant to this Order.

D. Within ten (10) days from entry of this Order, (1) the Debtors shall pay to any party whose contract is being assumed pursuant to this Order any Cure Amount that has accrued through the date of closing, July 23, 2004 and (2) ICG shall pay to any party whose contract is being assumed pursuant to this Order any Cure Amount that has accrued after the date of closing, July 23, 2004 through the date of entry of this Order; provided, further, that, with respect to any Cure Amount due for the month of July 2004, payment of such amount shall be prorated between ICG and the Debtors.

E. Subject to the Stipulations and any agreements announced on the record, the Motions are granted in their entirety and, subject to payment of any Cure Amounts pursuant to paragraph D above, the ICG Assumed Contracts are hereby assumed by the Debtors pursuant to

**Order Granting the Assumption and Assignment of Executory
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11 U.S.C. § 365(a) and assigned to ICG effective as of the closing of the ICG APA. To the extent a contract appears on both Exhibit A (docket entry 563) and the 360 Assumption Order, it shall be treated as if only appearing on the 360 Assumption Order and having been assumed and assigned to 360.

F. Subject to paragraph C above, assignment of the ICG Assumed Contracts by the Debtors to ICG (a) are legal, valid and effective transfers of the Executory Contracts and Unexpired Leases to ICG and (b) vests ICG with all right, title and interest of the Debtors in and to the Assumed Contracts as of the date of entry of this Order free and clear of all liens, claims, and interest.

G. To the extent any of the ICG Assumed Contracts are contracts with CTI, such Assumed Contract shall be assumed by CTI but not assigned.

H. Subject to the Debtors closing the Sale Transactions contemplated by the ICG APA and 360 APA, this Order shall also be construed and constitute for any and all purposes a complete and general assignment of all right, title and interest of the Debtors to ICG in and to the ICG Assumed Contracts, coupled with the power and capacity to sue for damages, injunctive or other appropriate relief, whether in the name of the Debtors or in ICG's name, as determined by ICG, in and to any claims, unpaid awards or other payment from third parties (including insurance companies) arising out of any tort or breach of any ICG Assumed Contract.

I. All parties in interest have had the opportunity to object to the relief requested in the Motions and to the extent that objections to them or the relief requested therein have not been withdrawn, waived or settled, such objections and all reservations of rights included therein are

overruled on the merits. Those parties who did not object, or who withdrew their objections, are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2).

J. Upon the assumption and assignment of the ICG Assumed Contracts, the Debtors and their estates shall be relieved of any liability for breach of such contracts occurring after such assignment, pursuant to 11 U.S.C. § 365(k).

K. Effective as of July 23, 2004, pursuant to this Order and in accordance with the ICG APA, the ICG Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, ICG in accordance with their respective terms, notwithstanding any provision in the Assumed Contracts (including, without limitation, those described in 11 U.S.C. § 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), and the Debtors shall be relieved from any further obligation or liability for any breach of the ICG Assumed Contracts occurring after such assumption and assignment.

L. The lease by and between the Debtors and Mark and Amy Perina (the "Perina Lease") shall be assumed as modified herein. The Perina Lease shall be modified so that the annual rent is \$3,000 due and payable on January 1 of each year, for a term of five years, beginning January 1, 2004. The annual rent due shall escalate on an annual basis by 4% for each year after 2004. Nothing herein shall be deemed an agreement to extend the Perina Lease beyond the five year term. The Parties will enter into a lease that will incorporate the terms of this Order.

M. In settlement of the objections to the Motions filed by MCI Worldcom Network Services, Inc. d/b/a UUNET, d/b/a Brooks Fiber of Texas (collectively, "MCI"), the cure amounts for the following contracts (as identified on Exhibit A on docket entry 563) are set forth as

Order Granting the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc.

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**Exhibit E to
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follows, with all other cure amounts determined as otherwise provided in this Order: (i) UUNET 121442 – \$27,218.30; (ii) UUNET 128655 – \$763.84; (iii) UUNET 120748-HOU – \$23,382.86; (iv) MCI Worldcom 485BRY – \$6,220.00; (v) MCI site lease number MCI15943 – \$2,632.99; (vi) Brooks Fiber of Texas, Bryan St. fiber lease – \$12,063.87; and (vii) MCI Worldcom MT6417 (1528 tower & building space) – \$465.00. All cure amounts payable to MCI are prorated as of July 23, 2004, and the amounts set forth in this paragraph represent only that portion due from the Debtors. In addition, ICG shall be liable to MCI as otherwise provided for by law with respect to any additional amounts due to MCI after July 23, 2004, including any proration amounts for the month of July 2004.

N. The assumption and assignment of any contracts to which Global Crossing is a party shall be addressed in a separate order (the "Global Crossing Order"). To the extent that the terms of this Order conflict with the terms of the Global Crossing Order, the Global Crossing Order shall control.

O. Pinnacle Towers, Inc. ("Pinnacle"), Global Signal Services, LLC and Debtors announced an agreement on the record regarding resolution of the assumption of a Master Antenna Site Lease dated February 14, 2003 ("Master Lease") executed by Pinnacle and Corban Communications, Inc. and certain Antenna Site Lease Schedules (collectively with the Master Lease, the "Antenna Leases"). The agreement will be reflected in a written stipulation ("Pinnacle Stipulation") filed or to be filed with this Court, which Pinnacle Stipulation shall constitute a Stipulation for purposes of this Order and is incorporated herein by reference. The terms of the cure, assignment and assumption of the Antenna Leases shall be subject to and governed by the

Pinnacle Stipulation. Debtors are authorized and directed to release all claims of Debtors and their respective bankruptcy estates against Pinnacle related to or arising under the Antenna Leases as provided in the Pinnacle Stipulation ("Debtors' Pinnacle Claims"), and all such Debtors' Pinnacle Claims are hereby deemed released upon entry of this Order.

P. Notwithstanding anything to the contrary in this Order, the rights, claims and defenses of Celco Partnership d/b/a Verizon Wireless on behalf of itself and its controlled affiliates ("Verizon Wireless") pursuant to its contracts and leases or applicable law shall not be impacted including without limitation its rights, if any, under Section 365(h) of the Bankruptcy Code.

Q. This Court shall retain exclusive jurisdiction all matters arising from or related to the interpretation and implementation of this Order.

R. The terms of this Order shall be binding on and inure to the benefit of the Debtors, ICG, the Debtors' creditors and all parties in interest, and any successors of the Debtors, ICG, and the Debtors' creditors, including any trustee or examiner appointed in these bankruptcy cases or any subsequent or converted bankruptcy cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

S. The provisions of this Order are non-severable and mutually dependent.

T. To the extent there exist any conflicts or inconsistencies between the terms and provisions of this order, Exhibit A (docket entry 563), or the 360 Assumption Order on the one hand, and the Stipulations and/or agreements announced on the record, on the other hand, the Stipulations or agreements announced on the record shall control.

**Order Granting the Assumption and Assignment of Executory
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U. To the extent that any term of this Order is in conflict with the Qwest Assumption and Cure Amount Order as it relates to any executory contract or unexpired lease involving Qwest Communications Corporation and/or Qwest Corporation, the terms of the Qwest Assumption and Cure Amount Order shall control.

V. Subject to paragraph B, this Order shall be self-executing, effective and enforceable immediately upon entry and the stay imposed by Bankruptcy Rules 6004(g) and 6006(d) is hereby waived.

END OF ORDER

Order submitted by:

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COUNSEL TO DEBTORS-IN-POSSESSION

Order Granting the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With the Sale of Substantially All of the Debtors' Assets to International Communications Group, Inc.

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**Exhibit E to
Pritchard Affidavit**

EXHIBIT A

to

ORDER GRANTING THE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION
WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS TO
INTERNATIONAL COMMUNICATIONS GROUP, INC.

**Exhibit E to
Pritchard Affidavit**

Corban Communications, Inc. Assumed Contracts				
Customer Name	City	State	Zip	Description
1st Commercial Bldg. Mgmt.	Little Rock	AR	72201	Lease Agreement
770 "L" Street Investment Group	Sacramento	CA		Sacramento, CA; Office Building Lease, Site 304
A.E. Larson BLDG L.L.C.	Yakima	WA		Yakima, WA; Roof Lease, Site 110
ABC Realty, LLC	Pendleton	OR	97801	Pendleton Storage; Site 239
Advanced Telemanagement Group	Scottsdale	AZ	85255	01310-01 D61 XCON SPOKANE Installed 02/06/2003 - expired, bill mo-mo
Advanced Telemanagement Group	Scottsdale	AZ	85255	01260-01 1 DS3 XCON SPOKANE Installed 11/30/2002 - 36 mo term
Airside Systems Ltd.	Herzlia Pituach	Israel		Vendor
Alaska Center Parking	Boise	ID	81701	Boise parking (Terminal); Site 713
Alltel Communications, Inc.	Omaha	NE	68127	Communications Services Agreement
Amerigas - Portland	Portland	OR	97211-4058	Fuel Services Agreement
Amerigas - Sidman	Sidman	PA	15955-0232	Fuel Services Agreement
Ampco System Parking	Denver	CO	80204	Denver Parking (Terminal); site 1070
Ampco System Parking - OH 8471	Dayton	OH	45401	Dayton (parking) Terminal; site 5752
Apoos, Inc.	Sacramento	CA	95014	Sacramento parking (Terminal); site 304
Avest Limited Partnership dba Stor-It Rental Storage	Meridian	ID	13642	Meridian, ID; Rental Storage, Site 711
Barbara Meadows	Colorado Springs	CO		Site CCS Colorado Springs Shop
BRESNAN COMMUNICATIONS LLC	Purchase	NY	10577	MASTER LICENSE AGREEMENT - Exhibit SLA
BRESNAN COMMUNICATIONS LLC	Purchase	NY	10577	1/4 19inch RACK SITE 1027 STERLING-FM AGREE DATE 10/15/03 - 10/14/06
BRESNAN COMMUNICATIONS LLC	Purchase	NY	10577	FIBER CONNECT TO TOWER SITE 1027 STERLING-FM AGREE DATE 10/15/03- 10/14/06
BRESNAN COMMUNICATIONS LLC	Purchase	NY	10577	(1) 19 INCH RACK SPACE R304 SITE 0926 CASPER WY AGREE DATE 10/15/03- 10/14/06
BRESNAN COMMUNICATIONS LLC	Purchase	NY	10577	20 AMPS 48 VDC POWER SITE 0926 CASPER WY AGREE DATE 10/15/03-10/14/06
Broadcast Services, Inc.	Little Rock	AR		Little Rock, AR; Site Access Agreement, Site 5878
Brooks Fiber Communications of Texas, Inc.	Richardson	TX	75082	Fiber Use Agreement for 4 Dark Fibers in Dallas
Cable ONE, Inc.	Idaho Falls	ID	83401	VSA
Carroll Electric Coop Inc.	Carrollton	TX	44815-0087	Service Contractor
Cecil & Co.	Dallas	TX	75254	401K Provider/Administrator
Centennial Loop Prof. Center	Eugene	OR	97401	Eugene (parking) Terminal
Centennial Loop Prof. Center	Eugene	OR	97401	Lease Agreement
Charter Communications	Medford	OR	97501	MSA
Christopher Hallinar	Pottstown	PA	19464	Vendor
Citizens Telecommunications Company of CA	Redding	CA		Redding, CA; Lease Agreement, Site 367
City of Owensboro	Owensboro	KY		Owensboro, KY; Lease & Easement, Site 5975
Clear Communications Group	Atlanta	GA	30339	MSA
Comcast ABB Network Sol Inc.	Moorestown	NJ	8057	2 - 20 amp 250 Volt AC Power
Comcast ABB Network Sol Inc.	Moorestown	NJ	8057	Contract Date or Last Amendment: 2/28/03 Site # 0143 - Seattle, WA
Comcast ABB Network Sol Inc.	Moorestown	NJ	8057	2001 6th Ave Seattle WA Site #0143 1 19 inch RACK - \$500/rack
Comcast ABB NOC LLC	Philadelphia	PA	19102	Bldg & Tower Use Agreement (Indian Hills, WA)

Customer Name	City	State	Zip	Description
Comcast IP Services, LLC	Mount Laurel	NJ	80540	Rack Space Rent West 422 Riverside Av Spokane, WA
Comcast IP Services, LLC	Mount Laurel	NJ	80540	Monthly Utilities for 30 AMPS DC West 422 Riverside Ave Spokane WA
Comcast IP Services, LLC	Mount Laurel	NJ	80540	Monthly Rent for Rack Ladder West 422 Riverside Ave Spokane, WA
Commercial Valuation Consult.	Dallas	TX	75379-6904	Consulting Agreement
Comp USA Inc.	Dallas	TX	75320-0670	Computer Supply Agreement
Comsearch	Ashburn	VA	20147	Frequency Protection Services Agreement
Cook Paging	Suisun City	CA	94585-4380	Vendor
Corwell & Holly Associates	Bellevue	WA	98015-3290	Lease Agreement
County of Gosper, Sheriff	Elwood	NE	68937	Inactive Annual Tower Lease
County of Placer CA	Auburn	CA	95603	ANNUAL CS01739-County of Placer CA (1) Rack and (1) antenna - Site # 0352 Signal Peak
Cuthroat Communications	Bozeman	MT	59718	Network Provider Agreement
Dales Trash Service	Bannington	NE	68007	Vendor
Data Centric Broadband	Montgomery	TX		Confidentiality Agreement
DIRECTV Inc.	Castle Rock	CO	80104	Rent on Towers/2 Antennas 205 W 4th St, #390, Cincinnati, OH
Division - Oil & Public Safety	Denver	CO	80201-0828	Vendor
DON CLARK RADIO	Blackfoot	ID	83221	Secondary power line from Corban's primary line to 30 amp breaker on Clark Bldg - Annual Note: Actual elect. true up ea anniversary prorated to total cost pd by Corban
DON CLARK RADIO	Blackfoot	ID	83221	Site 0703 Airport ID Power Line Use Agree Date 01/01/90-12/31/2000
East Texas Fiber Line, Inc.	Lufkin	TX	75909	MSA
Electric Lightwave, Inc.	Vancouver	WA	98684	MSA
Farmers Elevator	Circle	MT	59215	Fuel Tank Rental Agreement
Fiat	Portland	OR	97201	NGM SLA
First Commercial Building	Little Rock	AR	72203	Site Little Rock Terminal
Frank De Arriba	Post Falls	ID	83864	Lease Site 717 Post Falls Shop
GFRC Shelters	Bossier City	LA	71111	Vendor
Grande Communications Networks Inc.	Raymondville	TX	78580	MSA
Grande Land Investments	Casper	WY	82602	Casper, WY; (Shop) Standard Industrial Lease, Site 925
Harrie Corporation, Microwave Communications Division	Redwood Shores	CA	94065	Parscan License Agreement (Pathnet)
Horizon Broadcasting	CS00529	ID	83704	Prepays est elect usage \$18,000 each anniver. Max of (145) KW@peak surges; True up each June
Hom Investment Company	Jackson	WY	83061	Lease Agreement

Customer Name	City	State	Zip	Description
I-29/I-35 Self Storage	Kansas City	MO	64115	I-29/I-35 Self Storage Lease Site 2012 Kansas City Shop
ICB Comm	Englewood	CO	80112	Vendor
INTERMOUNTAIN COMMUNICATIONS	Mountain Home	ID	83647	Site 0726 Intermountain Comm C500538 (1) 5YR OPTION Use Fee \$5,000 + power usage meter reading* 1 at top of Bennet Min., Power true up annually; KW used/total KW cost of WTCI, agreed ratio to use by WTCI; Idaho Power meter-reading * 480.
Interstate Fibernet	West Point	GA	31833	Master Capacity Lease
J.W. Carrigan, Inc.	Lansdowne	PA	19050	Vendor
Jlm Duke	Laurel	MT	59044	Lease Site 898 Billings Shop
K. H. Hofmann	Concord	CA	94522	Standard Industrial Lease Site 305 Sacramento Shop
KN Telecommunications, Inc.	Lakewood	CO	80288	Facilities Use and Services Agreement
KTVQ Communications, Inc.	Billings	MT	59103	VSA Renewal
Lion Country Emergency Telephon	Albany	OR	97321	POWER LINE CONNECTION AGREEMENT BALD PETER, OREGON #0232
Main Street Solutions	Dallas	TX	75381	3 RACKS @ \$250 EA (1 rack Site 358 & 2 racks Site 12) Agree Date Mth-Mth
MCI WorldCom - DIP	Tulsa	OK	74117	Date of contract or last amendment: 5/7/1992 Sublease pro-rata share all costs @ 42.87%
MCI WorldCom - DIP	Tulsa	OK	74117	Electricity billed monthly @ 42.87% of charges
MCI WorldCom - DIP	Tulsa	OK	74117	MCI Site Lease ID No MCI5943 421 sq. ft. 200 S. Taylor St., Suite 1007 McAllen, Texas
MCI Worldcom 485BRY Intem DIP	Tulsa	OK	74117-1808	SUPERCEDED BY 5370010001
MCI Worldcom 485BRY Intem DIP	Tulsa	OK	74117-1808	SUPERCEDED BY 5370010002
MCI Worldcom 485BRY Intem DIP	Tulsa	OK	74117-1808	REPLACED BY 5370020000
MCI Worldcom 485BRY Intem DIP	Tulsa	OK	74117-1808	210 6th Ave., Pittsburgh, PA #380 11 amps of 48V DC Power
MCI Worldcom 485BRY Intem DIP	Tulsa	OK	74117-1808	210 6th Ave., Pittsburgh, PA #360 8 rack spaces
MCI WorldCom Communications, Inc.				Fiber Optic Use Agreement (\$ 20)
MCI WorldCom Communications, Inc.	Tulsa	OK	74117	On Net Service Agreement
MCI WorldCom MT6417 Omaha-DIP	Richardson	TX	75982	1528 - Tower & Building Spaces 6 yr initial term with 5% incr each year (1) Option of add'l 5 yr. Renewed for 2 yr term on 02/28/03 with (3) 1 yr. options to follow.
MCI WorldCom On-Net Service Agreement	St. Charles	MO	63304	Vendor
MCI Worldcom Skytel Corp-DIP	Jackson	MS	39225-2469	Site 1528/MSA 62-16 R1 Omaha NE 11027 " St 1st Option 3/01/03-2/28/06
Metropolitan Contract	Cherry Hill	NJ	08034	Vendor
Montana State University	Bozaman	MT	59717	Vendor

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Customer Name	City	State	Zip	Description
National Self-Storage	Murray	UT	84104	Lease Agreement Site 627 Salt Lake City Shop
Nationwide Life Insurance Company	Dallas	TX	75254	401(k) Profit Sharing Plan Trust
NEC America, Inc.	Irving	TX	75038	Vendor
Neopost Leasing	Hayward	CA	94544	Lease Agreement
New Gen Consulting LLC	Arvada	CO	80002	MSA
Nextel Corp	WALNUT CREEK	CA	94597-7982	90 sf Floor Space @ 76 Centennial Loop Eugene OR Site 0233 (1) 6' Antenna on Tower Agree Dte 02/01/98 - 01/31/05
Nextel WIP Lease Corp./Nextel	Kirkland	WA	98033	Site 5975 Tower - Owensboro, KY (9) Antennas
Nortel Networks, Inc.	Alpharetta	GA	30004	Global Purchase and License Agreement
Nortel Networks, Inc.	Richardson	TX	75082	Letter Agreement
Nortel Networks, Inc.	Richardson	TX	75082	Software License Agreement
Northwest Lease One LLC	Scottsdale	AZ	85259	Lease Agreement
Northwest Lease One LLC	Scottsdale	AZ	85259	Lease Agreement
Northwest Lease Two, LLC	Scottsdale	AZ	85259	Lease Agreement
Northwest Microwave Inc.	Yakima	WA	98901	Master Carrier Agreement
Northwest Microwave, Inc.	Yakima	WA	98901	2310 N 4th St #B, Coeur D'Alene, ID (1) 7'6" Rack (1) Dehydrator (1) Antenna & waveguide Agreement date: 05/01/00 - 04/30/05
Northwest Microwave, Inc.	Yakima	WA	98901	2310 N 4th St #B, Coeur D'Alene, ID (1) 23 inch Rack - R301 Site 0710; Avista fiber x-con@nvc Agreement Date: 03/19 02 - 04/30/05
Northwestern Energy	Butte	MT	59707-0001	Vendor
NTS Communications, Inc.	Lubbock	TX	79414-1610	5901 Sta 21, 22, 24 DLS TX 4316 Bryan St. Agree Date 11/01/99-10/31/04 CPI
NTS Communications, Inc.	Lubbock	TX	79414-1610	5901 Meet Me Room Ste 24-1st Fl Interduct w/Fiber Agree Date 5/13/02-10/31/04
NTS Communications, Inc.	Lubbock	TX	79414-1610	Electricity Site 5901/4316 Bryan St, Sta 21, 22, 24
Oak Leaf Property Management	Eugene	OR	97401	Lease Agreement Site 233 Eugene Shop
Office Depot	Santa Ana	CA	92725-0001	Vendor
Oliver Sprinkler Co., Inc.	King of Prussia	PA	19046-2590	Trade
On Fiber	Austin	TX	78759	MSA
Outback Storage	Rapid City	SD	57709	Rapid City (storage)
Pacific Gas and Electric	Sacramento	CA	95899-7300	Vendor
Paul and Connie Vanderjagt	Helena	MT	59901	Lease Site 849 Helena Shop
Penn Telecom, Inc.	Cranberry/TWP	PA	15006	210 6th Ave. #360, Pittsburgh, PA 48V DC Power
Penn Telecom, Inc.	Cranberry/TWP	PA	15006	Contract or Last Amendment Date: 6/6/1998

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Customer Name	City	State	Zip	Description
Penn Telecom, Inc.	CranberryTWP	PA	16006	210 6th Ave. #360, Pittsburgh, PA 8 racks of equipment
Penteladata	Palmerton	PA	18071	1333 Market St. Harrisburg PA #5851 3 Rackspace @ \$425 ea - S.R.01.3
Penteladata	Palmerton	PA	18071	Contract Date of Last Amendment 9/1/1999 Harrisburg PA Site #5851
Penteladata	Palmerton	PA	18071	210 6th Avenue, Ste 3680 Pittsburgh PA 1 Rackspace - Site #5842
Penteladata	Palmerton	PA	18071	Ste 5842 10 Amps of 48V Pwr - Pittsburgh PA
Penteladata	Palmerton	PA	18071	Ste 5842 10 Amps of 48V Pwr - Pittsburgh PA
Peoples Communications Inc.	Quitman	TX	75783	590 Ste 33D DLS TX 4316 Bryan St, Dallas
Peoples Communications Inc.	Quitman	TX	75783	Electricity @ Site 5901 - 4316 Bryan St., Ste 33D
Pinnacle Towers Inc.	Sarasota	FL		Master Antenna Site Lease No.: PG3-N
Pocatello Business Park & Storage	Pocatello	ID	81201	Office Warehouse Lease Site 737 Pocatello Shop
Professional Property Management	Missoula	MT	59808	Lease Site 652 Missoula Shop
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	Electricity @ Site 5901 - 4316 Bryan St., Ste. 33C
Qwest Comm. TXRQ0006A & 10A	Greenwood Village	CO	80111	5901 Ste 23/TXRQ0006A Bryan St. Dallas
Qwest Comm. TXRQ0006A & 10A	Greenwood Village	CO	80111	5901 BATT Rm/TXRQ0006A Bryan St. DLS TX 36
Qwest Comm. TXRQ0006A & 10A	Greenwood Village	CO	80111	Suite 5901/TXRQ0006A AC POWER FLAT Site
Qwest Comm. TXRQ0008A & 10A	Greenwood Village	CO	80111	QLOHRQ0033A AGREE DATE 09/10/99-04/30/04
Qwest Comm. TXRQ0006A & 10A	Greenwood Village	CO	80111	Site 5901 Ste 33C/TXRQ0010A Bryan St.
Qwest Communications Corporation	Denver	CO	80202	WSA
Qwest Diagnostics	Atlanta	GA	30374-0709	Vendor
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	Rent for 1779 SF - QWEST COMMUNICATIONS - 205 W. 4th St., #930 Cincinnati, OH
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	Site 5754/QLOHRQ0033A/1779 SF 205 W. 4TH ST #930, Cincinnati, OH
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	OPEX 220.24 @ 63.54% Site 5758/QLOHRQ0033A
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	901 Jupiter Rd. Plano, TX TX040N-TXRQ000+18A ... Contract Date of last Amendment 4/28/00
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	Landscape & Maintenance ... 43.52% of \$2,500/monthly contract
Qwest Comm. OH055N-IL008N	Greenwood Village	CO	80111	Terminex Pest Control @ 43.52% ... Exterior 1848216 \$60/mo + tax
Qwest Communication Corporation	Denver	CO	80202	Vendor
Radionics Inc.	Pocatello	ID	83201	Site 0707 Kinport Peak ID Power Line Connection Agree Date 01/01/96-12/31/01
Scope Networks, Inc.	Richardson	TX	75082	Mutual Confidentiality Agreement

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Customer Name	City	State	Zip	Description
Service Industrial Inc.	Englewood	CO	80110	Vendor
Shred USA, Inc.	Fort Worth	TX	76147-0536	Vendor
Sooner Security Services	Forney	TX	75126	Vendor
Southern Land	Omaha	NE	68137	Rental Storage Site 1530 Omaha Shop
Sport View Television Corporation	Brighton	MI	48116	VSA
Sprint Communications Company	Kansas City	MO	64109	Tower Space Lease Agreement
Sprint Natl Lease OM03XC038	Overland Park	KS	66251-2650	Site 1528/OM03XC038 OMAHA NE 11017 1 ST (3) Antennas Annual Rent 06/01/04-05/31/05
Standard Parking	Chicago	MD	80674	Kansas City Parking (Terminal)
Stellar Holdings, LLC	New Braunfels	TX	78130	Mutual Confidentiality Agreement
Stor-it Rental Storages	Meridian	ID	83642	Rental Storage Agreement
Summit Wireless LLC	Jackson	MS	39211	Confidentiality Agreement
Sunbelt Telecommunications LP	Allen	TX	75002	Confidentiality Agreement
TCI Cablevision of Montana	Bozeman	MT	59715	Bozeman (Breanan) Terminal
TCI Cablevision of Wyoming, Inc. (dba AT&T Broadband)	Riverton	WY	82501	VSA (KHMT TV)
TCI Cablevision of Wyoming, Inc. (dba AT&T Broadband)	Riverton	WY	82501	VSA (KTWQ TV)
TCT West	Basin	WY	82410	VSA (KTWV-TV)
Telecom Brokers	Denton	TX	75209	Bill of Sale, Assignment and Transfer Agreement
Telecom West	Alliance	NE	69301-0539	MLA - no charge associated with just the MLA. SLA's under this MLA are billing.
Telecom West	Alliance	NE	69301-0539	TWI 001 003 cancelled and replaced by T39 004 0000, which bills from CTI on customer #PCS000039 for the following #1504 (1) 2' Antenna #3 120' Angora #3 to Alliance 7/30/03-7/30/06
Terminx Processing Center	Dallas	TX	75226-1246	Vendor
Tevia, Inc.	Kansas City	MO	64130	Letter of Agency
Time Warner Telecom	Dallas	TX	75244	Suite 12 220 sq. ft. 5901 4613 Bryan St Dallas, TX this lease expired 05/11/03
Trinity Valley Services	Kaufman	TX	75142	Non-Binding Letter of Intent
Trinity Valley Services	Kaufman	TX	75142	Master Service Agreement
TXU Communications Transport Company	Lufkin	TX	75915	Collocation Agreement
TXU Communications, Inc.	Irving	TX	75014-3249	2 RACK SPACES 11TH FLOOR \$400/mo 398 Pearl St., Beaumont, TX - Plus 30 Amps 48V DC Power @ \$150/mo.
Universal Access	Chicago	IL	60606	Agreement for Transfer of Services
USDA Forest Service	Driggs	ID	83422	Collection Agreement
Vartec Communications	Dallas	TX	75235	5901 Site 31 DLS TX 4613 Bryan St Dallas, TX 1411 of Agree Date 07/01/01-06/30/06
Vartec Communications	Dallas	TX	75235	5901 Site 32 DLS TX 4613 Bryan St Dallas
Vartec Communications	Dallas	TX	75235	5901 Site 15 Conduit 1st-3rd FL 4613 Bryan St.
Vartec Communications	Dallas	TX	75235	5901 Meet Me Room Site 15 Duct 1st-3rd F

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Customer Name	City	State	Zip	Description
Vartec Communications	Dallas	TX	75235	Electricity Site 5901/4316 Bryan St. Sta 30, 31, 32
Verio	Englewood	CO	80112	Internet Access Agreement
Verizon Wireless	North Las Vegas	NV	89032	Service Agreement (cell phones)
Verizon Wireless				Circuit No. 00136-01 (DS3) - Denver, Colorado to Casper, Wyoming
Verizon Wireless				Circuit No. 00138-01 (DS3) - Ft. Morgan to Denver, Colorado
Verizon Wireless				Circuit No. 04497-01 (DS1) - Casper, Wyoming to Denver, Colorado
Verizon Wireless	Beaumont	TX		Tower Lease: stub tower
Verizon Wireless	Harrisburg	PA		Sublease (office) - Site No. 75A/S0016
Verizon Wireless				Powerline Connection Agreement dated November 30, 1994 relating to Bennett Mountain region
Voice Stream Wireless	Portland	OR	97220	Independent Contractor Agreement
Voicestream GSM T-Mobile	Tulsa	OK	73128	SITE 1528/ON1105A 11027 "I" St Omaha, NE AGREE DATE 08/01/01-08/31/06
Voicestream PCS III Corp.	Bellevue	WA	98006-7305	superseded by 501-001-0001
Voicestream PCS III Corp.	Bellevue	WA	98006-7305	Site 1528 Omaha NE 11027 "I" St(1) Antenna (1) Satellite Dish, (1) Cab. Agree date 04/01/02
Walker Plaza LLC	Belgrade	MT	59714	Site 821 Bozeman (Old Shop)
Walkravens Mini Storage	Sterling	CO		Sterling, CO; Rental Agreement, Site 1027
Wentronics, LLC				Vendor
Western Comsites, Inc.	Ft. Collins	CO	80526	Non-Exclusive Sales Agency Agreement
WHLA, fka Lucent/Avaya	Cincinnati	OH	45230	Site 5752 Dayton OH 12/1/2003 Amend. #5
Wright Company of America, Inc.	Richmond	VA	23227	Master Subcontracting Agreement
XO Communications, Inc. - DIP	Scottsdale	AZ	85254	Rack space in connection with DS-1 at no fee
XO Communications, Inc. - DIP	Scottsdale	AZ	85254	Rack Space Rent Antenna & 295 SF 2nd fl 901 Jupiter Rd. Date of last Contract of Agreement 08/27/01.
XSPEDIUS	O'Fallon	MO	63366	5901 STE 33A DLS TX 4316 Bryan St Dallas TX
XSPEDIUS	O'Fallon	MO	63366	Electricity @ Site 5901 - 4316 Bryan St., Site 33A
XSPEDIUS	O'Fallon	MO	63366	Utilities for 20 AMPS DC Power 400 W Capital #1331 Little Rock AR
XSPEDIUS	O'Fallon	MO	63366	1 Rack Space, 400 W Capital #1331 Little Rock AR
Xspedius Management Co LLC	Louisville	KY		Louisville, KY; (CoLo), Site 5977
Xspedius Management Co. LLC	Dallas	TX	75320	Meridian (Storage)
Zhone Technologies, Inc.	Oakland	CA	94621	Equipment Repair Contract
Zundel's Radio	Pocatello	ID	83201	Site 0707 Kimport Peak ID Power Line Connection Annual User Fee Agree Date 01/01/96-12/31/01
Zundel's Radio	Pocatello	ID	83201	Power Line Connection of secondary line to Coran Primary Line. Electricity additional

Customer Name	City	State	Zip	Description
Colorado Network 4-19, Inc. Assumed Contracts				
Access Long Distance				MSA
All Net Communications				MSA
Applied Theory Corp.				Collocation/MSA
Avista				Master Carrier Agreement
Bay Area Teleport				Letter Agreement
Bay Area Teleport				MSA
BC Tel Mobility Cellular				MSA
Broadwing Inc. (IXC Carrier)	Austin	TX	78748	MSA
Broadwing, Inc. (IXC Long Distance)	Austin	TX	78748	Services Agreement
Cable & Wireless				MSA
Com Tech International Corporation				Master Carrier Agreement
Communications Transmission, Inc. c/o Broadmargin Inc.				MSA
Contel ASC				MSA
Electric Lightwave, Inc.				Capacity Service Agreement
Electric Lightwave, Inc.				MSA
Excel Communications				Master Carrier Agreement
Fritel				Master Carrier Agreement
Frontier	Rochester	NY	14646	
Gateway Networks				Master Carrier Agreement
General Communication				Master Service Agreement
Great Basin Internet				Master Carrier Agreement
GTE Telecom Inc.				Capacity Agreement
ICG Telecom Group				Sublease
Icon Communications Corporation				MSA
Iconnect Montana formerly Skyland Technologies, Inc.	Helena	MT	59604	Conduit Purchase and Meet-Me-Room Rental Agreement
Interconnected Associates	Helena	MT	59604	MCA
Integrated Network Service				MSA
Internet Communications Corp.				MSA
Intertech Corporation				Master Transmission Agreement
Iowa Network Services				Agreement for Services
Jones Lightwave of Denver				Collocation Agreement
JS Marketing				Master Carrier Agreement
Kansas City Partners Agreement				Agreement for Services
Kentec Communications				Master Carrier Agreement
Kornilo Family				Master Carrier Agreement
Main Incorporated				Master Carrier Agreement
Markets Cellular LP				MSA
McCaw Communications				MSA
MCI Telecommunications	Dallas	TX	75373-0296	Capacity Service Agreement
MCI Telecommunications	Dallas	TX	75373-0296	Construction Agreement
MCI Telecommunications	Dallas	TX	75373-0296	MSA
Metropolitan Fiber Systems of San Francisco, Inc.				MSA
Montana 6				MSA
Montana 8				MSA
Northwest Microwave Inc.	Yakima	WA	98907	Master Carrier Agreement
OnLine Idaho LLC				Master Carrier Agreement
OnLine Idaho LLC				Master Collocation Agreement
Pac Net				Agreement for Independent Contractor
Pac Net				MSA
Pac Net				Service Agreement/Maintenance Agreement

Customer Name	City	State	Zip	Description
Personal Services Communication World				MSA
Qwest Communications Corporation	Denver	CO	80291-1281	Private Line Service Agreement
Rural Net now DAEO.Net				Capacity Agreement
Sacramento Cellular Telecom Carrier				MSA
South Dakota Network				Master Capacity Service
Southern Pacific Telecommunications				Master Service Agreement
Sprint Spectrum LP				Master Carrier Agreement
St. John Cooperative				Master Carrier Agreement
TCG Omaha				MSA

Customer Name	City	State	Zip	Description
TCG Oregon (Now ATT Local Network Services)				Master Collocation Agreement
TCG San Francisco				Collocation Agreement
TCG San Francisco				San Francisco Agreement
TCI Cablevision of Nevada, Inc.				IRU (Reno)
TCI Cablevision of Oregon, Inc.				IRU (Portland)
TCI Cablevision of Utah, Inc.				IRU (Salt Lake City)
TCI Cablevision of Washington	Philadelphia	PA	19102	
TCI Wireline Inc.				Leased Capacity (Billings/TCI Wireline)
TCI Wireline Inc.				Leased Capacity Agreement (San Francisco/TCI Wireline)
TCI Wireline Inc.				Master Carrier Agreement
Tel Trust Inc.				Master Carrier Agreement
Tel West Central Service				MSA
Telecommunications Resource				MSA
Telephone Electronic Corporation				Master Collocation Agreement
Telephone Electronic Corporation				Sublease (425)
Teleport Denver				MSA
Transaction Communications				Master Service Agreement
Unitel Communications - now AT&T Canada now Allstream Corp.				MSA
University of Montana				Digital DS3 Agreement
US Long Distance Inc.				MSA
US West Communications				MSA
Verio East	Dallas	TX	75207	MSA
Voice Stream Wireless				Master Carrier Agreement
Voice Technology Corporation				Master Carrier Agreement
VYVX Inc.				MSA
West Coast Telecommunications, Inc.				MSA
Westar Technology Partners - now OneEighty Communications - WTP				Master Carrier Agreement
Western Network Management Inc.				Capacity Service Agreement/Master Carrier Agreement
Western PCS 11 Licenses Corporation				Master Carrier Agreement
WIM Western Net				MSA
WTCI Retail Sales Group				Assignment and Assumption of Service Agreements
WTCI Retail Sales Group				Capacity Service Agreement/Master Carrier Agreement
Corban Towers, Inc. Assumed Contracts				
A.L. & Laura Cutshaw	Pendleton	IN	48064	Ground Lease Agreement
Ada Madison	Salem	OH	44460	Ground Lease Agreement
Amos S. & Lissie F. Fisher	Waveland	IN		Ground Lease Agreement
Anna Lack Neely	Franklin	KY		Ground Lease Agreement
Barbara Franklin	Mount Sylvan	TX		Ground Lease Agreement
Bernie R. & Shirley Tomlinson	Culer	AR		Ground Lease Agreement
Beverly Ann Christian	Shiro	TX		Ground Lease Agreement
Beverly Price	North Salem	IN		Ground Lease Agreement
Broyles Brothers	Brownboro	KY		Ground Lease Agreement
Celinda Dail Sams	San Marcos	TX		Ground Lease Agreement
Charles P. Turner &	Brannon	KY		Ground Lease Agreement
Charles R. Smith	Lytton Springs	TX		Ground Lease Agreement

Customer Name	City	State	Zip	Description
Clarence Muegge	Phillipsburg	TX		Ground Lease Agreement
Dale & Ann Wylie	Rosston	AR		Ground Lease Agreement
Dale & Gena Shimon	Petersburg	TN		Ground Lease Agreement
Denver & Willie Bishop	Buchanan	GA		Ground Lease Agreement
Donna J. Reese	Danville	IL		Ground Lease Agreement
Dorothy Martin	Gilmer	TX		Ground Lease Agreement
Edward & Mary Carlton	Eagleville	TN		Ground Lease Agreement
Emma E. Johnson	Hemlin	MS		Ground Lease Agreement
F. Leland Livingston Trust	Chateworth	IL		Ground Lease Agreement
Felman B. & Bonnie B. Sorsby	Waller	TX		Ground Lease Agreement
Frances Talbert	Culler	AR		Ground Lease Agreement
Gregory W. & Henrietta Garnett	Indianapolis Junction	IN		Ground Lease Agreement
Grover & Sue Hibberd	Easton Junction	KY		Ground Lease Agreement
Harry G. Weddle	Rocros	AR		Ground Lease Agreement
Hazel Caldwell	Selma	OH		Ground Lease Agreement
Hector Morin	Edcouch	TX		Ground Lease Agreement
Helen Flowers	Saratoga	TX		Ground Lease Agreement
Helen L. Cobb	Fisk	AL		Ground Lease Agreement
Helen S. Barnes	Bloomburg	TX		Ground Lease Agreement
Herman & Susan Rose	Shady Plain	PA		Ground Lease Agreement
Israel Davidson	Bewleyville	KY		Ground Lease Agreement
James & Xylda Phillips	Cottonville	MS		Ground Lease Agreement
James Albert Jones	Hulet	GA		Ground Lease Agreement
James M. Stinnett	Chidester	AR		Ground Lease Agreement
Jan Elyn Whealy	Losantville	IN		Ground Lease Agreement
Jessie Ruth Bailey	Frankfort Junction	KY		Ground Lease Agreement
Jimmy N. & Sue Rogers	Albertville	AL		Ground Lease Agreement
Jimmy Tomlinson	Culler	AR		Ground Lease Agreement
John & Barbara Stoffooze	Truce	PA		Ground Lease Agreement
John & Frances Heim	Leesburg	AL		Ground Lease Agreement
John Neal Hogue	IOLA	TX		Ground Lease
John Newman	Littleville	AL		Ground Lease Agreement
Kenneth & Karen Helminger	Orange	OH		Ground Lease
Kenneth & Nona Becker	Reedsburg	OH		Ground Lease Agreement
Kenneth W. Bing	Madisonville	TX		Ground Lease Agreement
Larry Wayne Brown	Teague	TX		Ground Lease Agreement
Laura Havermann	Round Top	TX		Ground Lease Agreement
Lewis & Rebecca Flowers	Shelbyville	KY		Ground Lease Agreement
Logan E. Shelley Trust	Swan Lake	OH		Ground Lease Agreement
Lonnie and Margaret Painter	Steels Corner	OH		Ground Lease Agreement
Loren P. Ashworth	Yankeeetown	OH		Ground Lease Agreement
Marcia W. Freeman	Bytalia	MS		Ground Lease Agreement
Margaret A. Pearson	Broad Top City	PA		Ground Lease Agreement
Margaret A. Pearson	Clarks Knob	PA		Ground Lease Agreement
Marjorie Dukea	Banock	KY		Ground Lease Agreement
Mark B. Ashworth	Yankeeetown	OH		Ground Lease Agreement
Mary Lakin	Chatfield	TX		Ground Lease Agreement
Mary R. Caldwell	Yankeeetown	OH		Ground Lease Agreement

Customer Name	City	State	Zip	Description
Melba Vann	Martin Mills	TX		Ground Lease Agreement
Melvin R. & Sharon Gilliam	Tulip	AR		Ground Lease Agreement
Meredith Tomlinson	Culler	AR		Ground Lease Agreement
Mitchell & Renee Danner	Louisville	OH		Ground Leases
Mrs. Anne Martin	Jonestown	MS		Ground Lease Agreement
Ms. Becky Hyde	South Salem	TX		Ground Lease Agreement
O. W. McCastlain	Ragtown	AR		Ground Lease Agreement
Orville & Gays Grimes	Burnsville	MS		Ground Lease Agreement
Patil L. Ewaldt	Julesburg	CO		Ground Lease Agreement
Paul & Martha AL Ashworth	Yankeetown	OH		Ground Lease Agreement
Paul Snyder	Blossville	PA		Ground Lease Agreement
Pauline Burkey	Doylestown	OH		Ground Lease Agreement
Rita Richardson &	Owanton	KY		Ground Lease Agreement
Robert M. Shucky	Bloomburg	TX		Ground Lease Agreement
Roseburg Forest Products	Mount Yoncalla	OR		Ground Lease Agreement
Ruth Robins	West Jefferson	OH		Ground Lease Agreement
Sam & Shirley A. Finley	St. Elmo	TX		Ground Lease Agreement
Selma Ruth Anderson	Spring Hill	AR		Ground Lease Agreement
Sharyn Phipps	Elizabeth	IN		Ground Lease
State of Wyoming	Cheyenne	WY		Easements
Stephan A. & Edna Markham	Auburn	KY		Ground Lease Agreement
Thomas & Marget Wynne	Holmes	AR		Ground Lease Agreement
Thomas & Patricia Denauf	Hercher	IL		Ground Lease Agreement
Thomas L. & Karen S. Meyer	Middletown	OH		Ground Lease
Tyrus & Thelma Reynolds	Markleville	IN		Ground Lease Agreement
Verizon Wireless	Bathel Township	PA		Tower Lease: Philadelphia Junction
Verizon Wireless	Custer	SD		Tower Lease: Mt. Coolidge Lease
Verizon Wireless	East Corsicana, Athens	TX		Tower lease (collocation)
Verna Danner	Harrisburg Junction	PA		Ground Lease
Vicki Groover	Elizabeth	IN		Ground Lease
William Beal & Ether Beal	Mount Liberty	OH		Ground Leases
Willie & Anita Kay Hood	Moulton	AL		Ground Lease Agreement
Willie Bernard Lukanbill	Mount Sylvan	TX		Ground Lease Agreement

All Liens, Claims and Encumbrances, (B) Approving Procedures for the Submission of Qualifying Bids, (C) Approving Bid Protections, and (D) Approving the Form and Manner of Notice Pursuant to Fed. R. Bankr. P. 2002 (as amended, the "Sale Motion") of the above-captioned debtors (the "Debtors"), for entry of an order authorizing (i) the Debtors' to sell some or all of their assets, free and clear of all liens, claims, and encumbrances of any nature whatsoever, (collectively, the "Interests") and the assignment of certain executory contracts and unexpired leases (the "Assumed Contracts"); and the Court having entered on December 30, 2005 an Order (A) Authorizing and Scheduling Public Auction for the Sale of Certain or all of The Debtors' Assets Free and Clear of All Liens, Claims and Encumbrances, (B) Approving Procedures for the Submission of Qualifying Bids, (C) Approving Bid Protections, and (D) Approving the Form and Manner of Notice Pursuant to Fed. R. Bankr. P. 2002 (the "Bid Procedures Order") approving competitive bid procedures and scheduling an auction for the public sale of assets of the Debtors and scheduling a hearing to approve the sale of assets and the assumption and assignment of executory contracts and leases; and the Debtors having conducted an auction on March 16, 2006 (the "Auction"); and the highest cash bids having been determined by Debtors to be two separate bids for separate assets of the Debtors, one such bid by Tower Acquisition LLC ("TA"); and a hearing on the Sale Motion having been commenced on March 21, 2006, (the "Sale Hearing"); and the Debtors having filed March 24, 2006, a Notice of Sale Assets to CS Tower Acquisition Resulting From Public Auction, Free and Clear of Liens, Claims and Encumbrances and Request to Approve Asset Purchase Agreement (the "TA Sale Notice") which attached a copy of the current version of the proposed Asset Purchase Agreement between the Debtors and TA, as subsequently amended and filed with the Court after the Sale Hearing (the "TA Agreement"); and all interested parties having been afforded an opportunity to be heard

Order Approving Reaffirmation Agreement

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**Exhibit F to
Pritchard Affidavit**

with respect to the Sale Motion and the TA Sale Notice; and the Court having reviewed and considered (i) the Sale Motion and TA Sale Notice, (ii) any objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and the TA Sale Notice is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing, and after due deliberation thereon; and good cause appearing therefore, it is hereby

FOUND AND DETERMINED THAT:

1. The Court has jurisdiction over the Sale Motion and TA Sale Notice pursuant to 28 U.S.C. §§ 157 and 1334. The Sale Motion and TA Sale Notice concerns the administration of the Debtors' estates and approval of the sale of property of the Debtors' estates and is, therefore, a core proceeding under 28 U.S.C. §157(b)(2)A), (M), (N), and (O). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought in the Sale Motion and TA Sale Notice are sections 105(a), 363(b), (f), (k), (m), and (n), and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014, and have been met.

3. Proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the TA Sale Notice, the Sale Hearing, and the Sale, has been provided in accordance with 11 U.S.C. § 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014, other provisions of the Bankruptcy code, Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy court, orders of the Bankruptcy Court, other applicable law, due process and the Bid Procedures Order. Such notice was good and sufficient, and appropriate under the particular circumstances,

and no other or further notice of the Sale Motion, the Auction, the TA Sale Notice or the Sale Hearing is required.

4. TA submitted to the Debtors a definitive asset purchase agreement between TA and the Debtors (which has been modified to the current version of the TA Agreement), pursuant to which TA agreed to buy the specific assets described in the TA Agreement (the "TA Assets"). A copy of the final TA Agreement was filed with the Court after the Sale Hearing.

5. Greg Pritchard, the Chief Restructuring Officer of the Debtors, as authorized by the Court, in his business judgment, concluded that the proposal made by TA is the highest and best cash offer at the Auction for the TA Assets, and hence, the Successful Bid.

6. As demonstrated by (i) the testimony of Mr. Jamie Pierson and Mr. Greg Pritchard, and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Bid Procedures Order.

7. The Debtors (i) have full corporate power and authority to execute the TA Agreement and all other documents contemplated thereby, and the sale of the TA Assets by the Debtors to TA as been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the TA Agreement, and (iii) have taken all corporate action necessary to authorize and approve the TA Agreement and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the TA Agreement, are required for the Debtors to consummate such transactions.

8. Approval of the TA Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

9. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to 11 U.S.C. § 363(b) prior to, and in contemplation of, a plan of reorganization in that, among other things:

(1) Under the circumstances, TA is only willing to proceed to acquire the TA Assets if the sale can be consummated quickly.

(2) The Debtors diligently and in good faith marketed the Assets to secure the highest and best offer therefore by, among other things, mailing the Notice of Auction and Sale Hearing and the Sale Motion to each of the entities that had previously expressed an interest in the Debtors' Assets, publishing notices in trade journals, sending marketing information to potential interested parties in the industry. In addition, the Debtors conducted the Auction pursuant to the Bid Procedures Order.

(3) A sale of the TA Assets at this time to TA pursuant to 11 U.S.C. § 363(b) is the only viable alternative to preserve the value of the Assets, and maximize the Debtors' estates for the benefit of all constituencies. Delaying the sale of the TA Assets undoubtedly will result in a loss of value of the TA Assets and may result in an alternative outcome that will achieve far less value for creditors.

(4) The Debtors believe that there is a risk of deterioration in the value of certain of the TA Assets if the sale is not consummated quickly.

(5) The Debtors lack the liquidity with which to meet the significant capital requirements needed to continue to successfully operate.

(6) The Debtors believe that (i) the TA Bid constitutes the highest and best cash bid for the TA Assets.

10. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the United States Trustee for the Northern district of Texas; (ii) all entities known to have expressed an interest in a transaction with respect to the Assets; (iii) all entities known to have an interest in the Assets; and (iv) the parties listed on Debtors' Shortened Master Service List.

Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to bid for the Assets.

11. The transactions contemplated in the TA Agreement have been negotiated, proposed and entered into by the Debtors and TA without collusion with any person or entity, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor TA have engaged in any conduct that would cause or permit the TA Agreement to be avoided under 11 U.S.C. § 363(n). TA is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

12. TA is not an insider, as that term is defined in 11 U.S.C. § 101(31).

13. The consideration provided by TA for the TA Assets pursuant to the TA Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the TA Assets, (iii) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other current practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

14. The Sale must be approved and consummated promptly in order to preserve the value of the TA Assets.

15. The transfer of the TA Assets to TA pursuant to the terms of the TA Agreement will be a legal, valid and effective transfer of the TA Assets, and will vest TA with all right, title and interest of the Debtors to the TA Assets free and clear of all interests, including without limitation, any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors businesses prior to the date (the "Closing Date") of the consummation of the TA Agreement (the "Closing"); provided, however, that nothing in this Sale Order or the

TA Agreement does or will release, nullify, or enjoin the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that TA would be subject to as the owner or operator of the TA Assets after the date of entry of this Sale Order or from the Closing Date, as the case may be.

16. TA would not have entered into the TA Agreement and would not consummate the transactions contemplated thereby, if the sale of the TA Assets to TA were not free and clear of all interests of any kind or nature whatsoever and if the assignment of the executory contracts, including the TA Assumed Contracts (as defined below), could not be made under section 365 of the Bankruptcy Code.

17. The Debtors may sell the TA Assets free and clear of all interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) have been satisfied. Accordingly, TA shall purchase the TA Assets free and clear of all interests, including without limitation all liens, claims and encumbrances pursuant to 11 U.S.C. § 363.

18. TA has provided the cash deposit required by the Sale Motion in the amount of \$137,500.00 (the "TA Deposit"). At Closing, the amount of the TA Deposit shall be applied to TA's Purchase Price.

19. Except as required by the TA Agreement and any order relating to the assumption and assignment of the TA Assumed Contracts, the transfer of the TA Assets to TA and assumption and assignment to TA of the TA Assumed Contracts will not subject TA to any liability whatsoever with respect to the operations of the Debtors' business prior to the closing date or by reason of such transfer under the laws of the United States, any state, territory, or

possession thereof, or the District of Columbia, based in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation any theory of antitrust or successor or transferee liability. TA does not constitute a successor-in-interest to Debtors for any purposes, including successor liability. TA is not responsible or liable for any of the Debtors' operations of its microwave transmission network pre- or post-Closing or any necessary Federal or State regulatory approvals for the operation or discontinuance of microwave transmissions over the TA Assets. TA is not responsible to or liable for any obligations to Debtors' microwave transmission customers, including any transfer or termination of service. TA is not liable for any liabilities or obligations not specifically assumed in the TA Agreement, including, but not limited to, any contract not specifically listed and assumed by TA.

20. The sale of the TA Assets to TA is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to Section 363(b) of the Bankruptcy code prior to, and outside of, a plan. The sale is in contemplation of a plan and, accordingly, a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

21. 360networks (USA), Inc. ("360") withdraws its objection to the TA Agreement and sale as follows: (1) TA will pay \$25,000 to 360 at closing of the TA Agreement; (2) 360 will release any and all claims and rights to the assets purchased by TA, including, but not limited to, the rights to lease or access any space on any tower acquired by TA; and (3) 360, TA and Debtors will execute mutual releases of all claims each party may hold against the other for each others' benefit (collectively, the "360 Agreement").

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

A. The relief requested in the Sale Motion and TA Sale Notice is granted, as further described herein.

B. All Objections to the Sale Motion and TA Sale Notice or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits unless as otherwise provided herein.

C. The TA Agreement and all of the terms and conditions thereof are hereby approved, subject to the Court's entry of an Order approving the Debtors' actual assumption and assignment of the TA Assumed Contracts and the effectiveness of such Order.

D. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the TA Agreement, effective immediately upon the signing of this Sale Order. The Closing Date is presently set on or within three (3) business days of this Order and any order approving assumption and assignment of the TA Assumed Contracts becoming a Final Order (as defined in the TA Agreement) but may be changed by agreement of each of the Debtors and TA.

E. The Debtors are authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement the TA Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the TA Agreement, and to take all further actions as may be requested by TA for the purpose of assigning, transferring, granting, conveying and conferring to TA reducing to possession, the TA Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the TA Agreement, provided, however, except as expressly set forth herein, Debtors may not assume or assign the Assumed Contracts without further order of this Court.

F. If TA identifies additional executory contracts or leases before Closing specifically related to the TA Assets, the Debtors may file a notice of assumption and assignment or a motion to assume and assign such contract(s) or lease(s) to TA.

G. Subject to Closing and the Debtors' actual assumption and assignment of the Assumed Contracts to TA, except as expressly permitted or otherwise specifically provided for in the TA Agreement or this Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the TA Assets shall be transferred to TA as of the Closing Date, and shall be free and clear of all Interests of any kind or nature whatsoever, save and except any rights of lessees under section 365(h), with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale, with the same validity, force and effect which they now have as against the TA Assets, subject to any claims and defenses the Debtors may possess with respect thereto. On the Closing Date, and after consummation of the Sale, all liens, claims and encumbrances shall attach to the

proceeds of the Sale of the TA Assets to the same extent and with the same priority as if such property had not been sold.

H. Except as expressly assumed, permitted or otherwise specifically provided for in the TA Agreement, this Sale Order, or any order regarding assumption of Assumed Contracts, all persons and entities, including, but not limited to, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or the Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the TA Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the TA Assets to TA, hereby are forever barred, estopped and permanently enjoined from asserting against, the TA Assets, TA, its successors, designees or assigns, such persons' or entities' Interests.

I. Except for the liabilities expressly assumed under the TA Agreement and any assumed contract or unexpired lease assigned to TA, TA shall not be liable for any Claims against the Debtors or any of their successors or affiliates, and TA shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the closing of the sale, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors. Under no circumstances will be TA be deemed a successor of or to the Debtors for any Claim or Interest against the Debtors or the TA Assets. Except for the liabilities expressly assumed under the TA Agreement, the sale, transfer, assignment and delivery of the TA Assets shall not be subject to any such Claims, Interests, liabilities or obligations, provided further that subject to the Debtors' actual assumption and assignment of the Assumed Contracts, TA shall assume the Debtors' obligations under the Assumed Contracts to the extent such obligations arise after the

Closing Date or as otherwise provided in the TA Agreement. TA is not responsible or liable for any of the Debtors' operations of its microwave transmission network pre- or post-Closing or any necessary Federal or State regulatory approvals for the operation or discontinuance of microwave transmissions over the TA Assets. TA is not responsible to or liable for any obligations to Debtors' microwave transmission customers, including any transfer or termination of service.

J. Subject to the occurrence of the Closing, this Order (a) is and shall be effective as a determination that, on the Closing Date, subject to the Debtors' actual assumption and assignment of the Assumed Contracts, all Interests existing as to the TA Assets prior to the Sale Date or the Closing Date, as the case may be, have been unconditionally released, discharged, cancelled, erased and terminated, and (b) is and shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of conveyances, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets. The respective clerks of court, recorders of mortgages and recorders of conveyances are hereby authorized, directed and ordered to cancel and erase the inscriptions of all such Interests as they relate to the TA Assets from their respective officers, and the respective clerks of court, recorders of conveyances and recorders of mortgages are hereby authorized, directed and required to note the cancellations of such inscriptions in the margins of their records

where such inscriptions appear insofar as such inscriptions are registered in the conveyance records.

K. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Interests in the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the TA Assets or otherwise, then TA is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the TA Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Sale Order by TA as evidence of the release of such encumbrances.

L. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

M. With regard to ad valorem taxes for real and personal property related to the TA Assets, the Debtors shall place in a segregated account the amount of \$169,272.67 from the sale proceeds to be held subject to final allowance of tax claims against such fund for taxes accrued in 2004 and 2005 related to the TA Assets. For ad valorem taxes accrued for 2006 related to the TA Assets, a proration shall be made to the Purchase Price under the TA Agreement and TA shall be responsible for payment of 2006 ad valorem taxes for real and personal property included in the TA Assets. This segregated account shall be in the nature of adequate protection

and shall not be a limitation on any additional claims against the proceeds of sale that any ad valorem entity may have.

N. Subject to the occurrence of the Closing and the terms of the TA Agreement, this Sale Order shall be effective as a determination that, on the Closing Date all interests of any kind or nature whatsoever existing as to the TA Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

O. The consideration provided by TA for the Assets under the TA Agreement (i) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, and (ii) is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

P. All entities who are presently, or on the Closing Date may be, in possession of some or all of the TA Assets are hereby directed to surrender possession of the TA Assets to TA on the Closing Date.

Q. Under no circumstances shall any holder of an Interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against TA, except with respect to the obligations specifically assumed by TA under the TA Agreement or under an executory contract or lease of real property being assigned pursuant to the TA Agreement or under an executory contract or lease of real property being assigned pursuant to the TA Agreement or Order of the Court. Notwithstanding anything in this Order to the contrary, the VZW Entities (as defined below) and their designee(s) shall be permitted to enforce their rights under that certain stipulation between TA and the VZW Entities (as defined below) resolving the

limited objection of Cellco Partnership d/b/a Verizon Wireless, acting directly and/or through its controlled affiliates (the "VZW Entities"), to the Sale Motion filed of record on March 28, 2006 (the "VZW Stipulation").

R. This Court retains jurisdiction to enforce and implement the terms and provisions of the TA Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) resolve any disputes arising under or related to the TA Agreement or the VZW Stipulation, except as otherwise provided therein, and (b) interpret, implement, and enforce the provisions of this Sale Order.

S. After the execution of this Order by this Court, subject to actual assumption and assignment of the TA Assumed Contracts, TA shall be entitled to the protection of Bankruptcy Code § 363(m) with respect to the sales under Section 363 in connection with the transaction contemplated by the TA Agreement. The sale transactions contemplated by the TA Agreement, is undertaken by TA in good faith, as that term is used in Bankruptcy Code § 363(m), and, accordingly, the reversal or modification on appeal of this Order and the authorization to consummate the transactions provided herein shall not affect the validity of any sale under Section 363, the TA Agreement, and this Order to TA, unless such sale is duly stayed pending such appeal.

T. The terms and provisions of the TA Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, TA, and its respective affiliates, successors, designees and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in the TA Assets to be

sold to TA pursuant to the TA Agreement, notwithstanding, any subsequent appointment of any Trustee(s) under an chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

U. The failure specifically to include any particular provisions of the TA Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the TA Agreement be authorized and approved in its entirety.

V. The TA Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or any third parties.

W. TA shall not be liable for any liabilities or obligations not specifically assumed as set forth in the TA Agreement, including, but not limited to, any contract not specifically listed as assumed by TA. Notwithstanding anything to the contrary herein, TA shall not be relieved from any liabilities specifically assumed by TA as set forth in the TA Agreement.

X. Before, at, or after Closing, TA is hereby authorized to allocate the TA Assets and the Assumed Contracts among its respective affiliates, designees, assignees, and/or successors in a manner as it, in its sole discretion, deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the TA Assets or the rights under any Assumed Contracts to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and TA Agreement, subject to the Debtors' actual assumption and

assignment of the TA Assumed Contracts, and the Debtors shall cooperate with and take all actions reasonably requested by TA to effectuate any of the foregoing.

Y. If the condition in TA Agreement Section 7.1.4 has not been satisfied at Closing, TA at its election may (1) pay the Purchase Price into Debtors' counsel's trust account subject to the terms of the TA Agreement or (2) request an order of the Court allowing the Purchase Price to be paid into the Court registry pursuant to the TA Agreement. Until TA Agreement Section 7.1.4 has been satisfied, the Purchase Price shall be subject first to the rights of TA before the rights of any other lien holder or claimant of any kind. Until Section 7.1.4 has been satisfied, no release of or payment from the Purchase Price shall be made, except for the payment of cure amounts for the TA Assumed Contracts and to establish a segregated account for ad valorem taxes required under the Sale Order. TA shall be provided notice of such payments.

Z. Nothing in any plan of reorganization or any order entered in these cases confirming such plan shall conflict with or derogate from the provisions of the TA Agreement or the terms of this Order.

AA. As provided by Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d), this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry of this Sale Order.

BB. Unless otherwise agreed to by the parties, the transactions contemplated by the TA Agreement are to close within three (3) business days of this Order and any order approving assumption and assignment of the TA Assumed Contracts becoming a Final Order (as defined in the TA Agreement).

CC. The 360 Agreement is approved.

Order Approving Reaffirmation Agreement

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**Exhibit F to
Pritchard Affidavit**

DD. This Order incorporates the terms of the VZW Stipulation.

End of Order

Submitted by:

Kenneth Stohner, Jr.
Walker Jackson Walker L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
(214) 953-5906 Office
(214) 953-5822 Facsimile

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 20th day of April 2004 at Dallas, Texas.
Tawana C. Marshall, Clerk
United States Bankruptcy Court
Northern District of Texas

By Brenda [Signature] Deputy

Order Approving Reaffirmation Agreement

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Exhibit F to
Pritchard Affidavit

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

Signed: 4-3-08

Robert C. McGuire
Robert C. McGuire
U.S. BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:

INTERNATIONAL COMMUNICATIONS
GROUP, INC.

AND

IN RE:

CORBAN TOWERS, INC.,

DEBTORS.

CASE NO. 05-38729-HDH-11
(Jointly Administered)

**ORDER GRANTING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION
WITH THE SALE OF ASSETS TO TOWER ACQUISITION LLC**

This matter having come before the Court on the Motion for Order (A) Authorizing and Scheduling Public Auction for the Sale of Certain or all of The Debtors' Assets Free and Clear of All Liens, Claims and Encumbrances, (B) Approving Procedures for the Submission of Qualifying Bids, (C) Approving Bid Protections, and (D) Approving the Form and Manner of Notice Pursuant to Fed. R. Bankr. P. 2002 (as amended, the "Sale Motion") of the above-

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captioned debtors (the "Debtors"), for entry of an order authorizing (i) the Debtors' to sell some or all of their assets, free and clear of all liens, claims, and encumbrances of any nature whatsoever, (collectively, the "Interests") and the assignment of certain executory contracts and unexpired leases (the "Assumed Contracts"); and the Court having entered on December 30, 2005 an Order (A) Authorizing and Scheduling Public Auction for the Sale of Certain or all of The Debtors' Assets Free and Clear of All Liens, Claims and Encumbrances, (B) Approving Procedures for the Submission of Qualifying Bids, (C) Approving Bid Protections, and (D) Approving the Form and Manner of Notice Pursuant to Fed. R. Bankr. P. 2002 (the "Bid Procedures Order") approving competitive bid procedures and scheduling an auction for the public sale of assets of the Debtors and scheduling a hearing to approve the sale of assets and the assumption and assignment of executory contracts and leases; and the Debtors having previously filed Debtors' First Motion to Assume and Assign Unexpired Leases and Executory Contracts and Establish Cure Amounts, Debtors' Second Motion to Assume and Assign Unexpired Leases and Executory Contracts and Establish Cure Amounts, Debtors' Third Motion to Assume and Assign Unexpired Leases and Executory Contracts and Establish Cure Amounts and Debtors' Fourth Motion to Assume and Assign Unexpired Leases and Executory Contracts and Establish Cure Amounts (collectively the "Assumption Motions") and the Court having entered Orders on the Assumption Motions on March 17, 2006 and March 30, 2006, providing for the Assumption of the executory contracts and unexpired leases described therein subject to designation by the Court approved purchaser of assets and a showing of adequate assurance of future performance; and the Debtors having conducted an auction on March 16, 2006 (the "Auction"), and the highest cash bids having been determined by Debtors to be two separate bids for separate assets of the Debtors, one such bid by Tower Acquisition LLC ("TA"); and a hearing on the Sale Motion

Order Approving Reaffirmation Agreement

Side Page

**Exhibit G to
Pritchard Affidavit**

having been commenced on March 21, 2006 and concluded on March 29, 2006, (the "Sale Hearing"); and the Debtors having filed on March 24, 2006, a Notice of Sale Assets to CS Tower Acquisition Resulting From Public Auction, Free and Clear of Liens, Claims and Encumbrances and Request to Approve Asset Purchase Agreement (the "TA Sale Notice") which attached a copy of the current version of the proposed Asset Purchase Agreement between the Debtors and TA, (as subsequently amended and filed with the court after the Sale Hearing, the "TA Agreement") and a Notice of Designation of Unexpired Leases and Executory Contracts for Assumption and Assignment and Request to Approve Assumption and Assignment to CS Tower Acquisition (the "TA Assumption Notice") which designated the executory contracts and unexpired leases specified in the TA Agreement to be assumed and assigned to TA (the "TA Assumed Contracts") pursuant to §§ 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") and Rules 2002, 6004, 6006, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). After consideration of the pleadings on file, various objections filed, the evidence introduced and the argument of counsel, and after due deliberation and sufficient cause appearing therefore:

IT IS HEREBY FOUND and DETERMINED that:

This court has jurisdiction to hear and consider the Sale Motion, the TA Sale Notice, the TA Assumption Notice, the relief ordered in the Bid Procedures Order, the Assumption Orders and the transactions contemplated by the TA Agreement (the "Sale Transaction") under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M) (N) and (O).

Proper, timely, adequate and sufficient notice of the Sale Motion, the Bid Procedures Order, the Assumption Motions and Assumption Orders, the TA Sale Notice, the TA Assumption Notice and the Sale Transaction, has been provided in accordance with 11 U.S.C. §§

105, 363 and 365 and Bankruptcy Rules 2002, 6004, 6006, 9013 and 99014 to all interested parties and entities including, without limitation, (a) the Office of the United States Trustee; (b) all entities known by the Debtors to have, or to have asserted, any lien, claim, encumbrance, interest, or rights of setoff, recoupment, netting or reduction in or upon the TA Assumed Contracts; (c) all parties who submitted a prior bid for the TA Assumed Contracts; (d) all parties who expressed in writing to the Debtors an interest in the purchase of the TA Assumed Contracts; (e) counter-parties to the TA Assumed Contracts; (f) all entities that had filed a notice of appearance and request for service of papers in these bankruptcy cases; and (g) all parties on this Court's approved official shortened service list. No other or further notice of the Sale Motion, the Bid Procedures Order, the Assumption Motions, the Assumption Orders, the TA Sale Notice, the TA Assumption Notice or the Sale Transaction is required.

A reasonable opportunity to object or be heard with respect to the Sale Motion, the Bid Procedures Order, the Assumption Motions, the TA Sale Notice, the TA Assumption Notice, and the Sale Transaction have been afforded to all of those parties listed in the immediately preceding paragraph.

In additions to the Assumption Orders, Debtors have entered into numerous stipulations and agreed orders with counter-parties to executory contracts and unexpired leases resolving disputes concerning the assumption and assignment of such agreements and /or setting the proper cure amount (collectively, the "Stipulations"). Further, TA has entered into a Stipulation Resolving Limited Objection Of Celco Partnership D/B/A Verizon Wireless, Acting Directly And/Or Through Its Controlled Affiliates, To Debtors' Motion For An Order Authorizing And Scheduling A Public Auction For The Sale Of Certain Or All Of The Debtors' Assets Free And

Clear Of All Liens, Claims And Encumbrances And Granting Related Relief (the "VZW Stipulation") filed of record on March 28, 2006,

The Debtors have provided adequate evidence that any defaults under the TA Assumed Contracts will be cured promptly in the amounts set forth in the Exhibit A attached hereto upon entry of this Order and no other defaults exists; provided, however, that to the extent the cure amount set forth on a Stipulation differs from that amount set forth on Exhibit A, the cure amount set forth on the Stipulation shall control and shall be the amount necessary to cure such default (the "Cure Amount").

TA has provided adequate assurance of future performance under the TA Assumed Contracts.

The Debtors have the requisite power and authority to transfer the TA Assumed Contracts to TA or its designee(s) as contemplated in the TA Agreement or herein.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

that:

1. The findings of fact set forth above and the conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact shall later be determined to be conclusions of law, it shall be so deemed, and to the extent that any conclusions of law later shall be determined to be a finding of fact, it shall be so deemed.

2. Within ten (10) business days after closing the TA Agreement, (1) the Debtors shall pay from the proceeds of the sale of the TA Assets to any party whose contract is being

assumed by the Debtors and assigned to TA or its designee(s) pursuant to this Order any Cure Amount.

3. The TA Assumption Notice is granted and, subject to payment of any Cure Amounts pursuant to paragraph B above and the closing of the TA Agreement, the TA Assumed Contracts are hereby assumed by the Debtors pursuant to 11 U.S.C. § 365(a) and assigned to TA or its designee(s) effective as of the closing of the TA Agreement. Any assumption of the TA Assumed Contracts by the Debtors shall not be effective and binding upon the Debtors until closing of the TA Agreement. Pursuant to Section 2.1.1 of the TA Agreement and prior to closing the TA Agreement, TA may choose to not acquire in whole or part assets that it designates¹ including, but not limited to, contracts and leases. If TA chooses to exercise such rights under Section 2.1.1. of the TA Agreement and not acquire certain contracts or leases, (1) such contracts or leases shall not be included in the "TA Assumed Contracts," (2) such contracts or leases shall not be assumed by the Debtors at closing of the TA Agreement, (3) such contracts or leases shall not be assigned to TA at closing of the TA Agreement; and (4) TA shall not be liable for any obligation or liability from such contracts or leases. If TA does not acquire certain contracts or leases pursuant to Section 2.1.1 of the TA Agreement, then Debtors will file a notice with the Court identifying such contracts and leases and serve the same on any counter-parties to the contracts or leases.

4. The assignment of the TA Assumed Contracts by the Debtors to TA or its designee(s): (a) are legal, valid and effective transfers of the executory contracts and unexpired leases identified in Exhibit A and (b) vests TA or its designee(s) with all right, title and interest

¹ No reduction of the Purchase Price will occur as the result of TA not acquiring in whole or part various assets.

of the Debtors in and to the TA Assumed Contracts as of the date of closing the TA Agreement free and clear of all liens, claims, and interests.

5. Subject to the Debtors closing the Sale Transactions contemplated by the TA Agreement, this Order shall also be construed and constitute for any and all purposes a complete and general assignment of all right, title and interest of the Debtors to TA or its designee(s) in and to the TA Assumed Contracts, coupled with the power and capacity to sue for damages, injunctive or other appropriate relief, whether in the name of the Debtors or in TA or its designee(s)' name, as determined by TA or its designee(s), in and to any claims, unpaid awards or other payment from third parties (including insurance companies) arising out of any tort or breach of a TA Assumed Contract.

6. All parties in interest have had the opportunity to object to the relief requested in the Sale Motion, the Assumption Motions, the TA Sale Notice and the TA Assumption Notice and to the extent that objections to them or the relief requested therein have not been withdrawn, waived or settled, such objections and all reservations of rights included therein are overruled on the merits. Those parties who did not object, or who withdrew their objections, are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2).

7. Upon the closing of the TA Agreement, the Debtors and their estates shall be relieved of any liability for breach of the TA Assumed Contracts occurring after such assignment, pursuant to 11 U.S.C. § 365(k).

8. Effective as of the closing of the TA Agreement, pursuant to this Order and in accordance with the TA Agreement, the TA Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, TA or its designee(s) in accordance with their

respective terms, notwithstanding any provision in the TA Assumed Contracts (including, without limitation, those described in 11 U.S.C. § 365(b)(2) and (f) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), and the Debtors shall be relieved from any further obligation or liability for any breach of the TA Assumed Contracts occurring after such assumption and assignment.

9. Pursuant to the VZW Stipulation, the Beaumont Tower Sublease, the Goodhue lease and the Third Party Beaumont Agreements (collectively, the "Beaumont Contracts") shall be assumed by the Debtors and assigned to a VZW Entity or an entity designated by the VZW Entities (except as otherwise expressly defined herein, all the proceeding capitalized terms appearing in this sentence, and as used herein, shall have the meaning ascribed to such terms in the VZW Stipulation) at the closing of the Sale Transaction. Notwithstanding any other provision of this Order, the Beaumont Contracts will not be assigned to TA and TA will not be responsible or liable for any obligations or liabilities of the Beaumont Contracts incurred before or after the closing of the Sale Transaction. Except as may be expressly agreed to in writing by the VZW Entities, neither the VZW Entities nor their designees will be responsible or liable for any obligations or liabilities of the Beaumont Contracts incurred before the closing of the Sale Transaction. The VZW Entities or their designee(s) assuming the Beaumont Contracts shall be considered TA's designee(s) with respect to the Beaumont Contracts for purposes of the terms of this Order. In the event of any conflicts between this Order and the VZW Stipulation, the terms of the VZW Stipulation shall control.

10. This Court shall retain exclusive jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

11. The terms of this Order shall be binding on and inure to the benefit of the Debtors, TA or its designee(s), the VZW Entities (or their designees) as applicable, the Debtors' creditors and all parties in interest, and any successors of the Debtors, TA or its designee(s), the VZW Entities (or their designees) as applicable, and the Debtors' creditors, including any trustee or examiner appointed in these bankruptcy cases or any subsequent or converted bankruptcy cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

12. The provisions of this Order are non-severable and mutually dependent.

13. This Order shall be self-executing, effective and enforceable immediately upon entry and the stay imposed by Bankruptcy Rules 6004(g) and 6006(d) is hereby waived.

###END OF ORDER###

Submitted by:

Kenneth Stohner, Jr.
Walker Jackson Walker L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
(214) 953-5906 Office
(214) 953-5822 Facsimile

Schedule 2.0(1)(b)
 Tower Acquisition - Advanced Collection systems and other services
 Certain Site Name Site Number State Customer Number Customer Name

Order	21012	AR	7180010090	Customer Name	Current Billing / Billing Frequency	Agreement Type	Term Begin Date	Term End Date	Extension(s) Available	Rate Escalation
Order	21012	AR	7180010090	Customer Name	Current Billing / Billing Frequency	Agreement Type	Term Begin Date	Term End Date	Extension(s) Available	Rate Escalation
Setting Hill	21001	AR	CS90013113	Hampden County Fire Dept	\$1,125.00 Monthly	Comm Site License 08/01/05	08/03/10	08/03/10	1 x 5 Yr	3% annual increase
Cedar Creek	00068	CA	CS90002712	EAR Broadcasting	\$13.82 Annually	License Agreement 04/01/09	09/30/09	09/30/09	month-to-month	2 x 1yr
Pinole Mountain	00061	CA	CS90001511	AT&T Wireless	\$768.65 Monthly	Site License 04/15/04	09/01/08	09/01/08	3 x 5 Yr	5% annual increase
Mariposa	00778	CA	CS10020091	Qualcomm/Qualcomm	\$585.00 Monthly	Site License 04/15/04	09/01/08	09/01/08	3 x 5 Yr	5% annual increase
Signal Peak	00052	CA	CS017590	Placer County Administration	\$428.25 Monthly	Radio/Agreement License Agmt	04/20/04	12/15/08		
Evada Creek Ridge	00069	CA	CS900002	Educational Media Foundation	\$878.00 Monthly	Site License Agreement	6/7/05	05/31/08	4 x 5 Yr	4 x 5 Yr
Blackton	00009	CA	CS00014114	Alamo PCS California Inc.	\$2,008.59 Monthly	Site License Agreement	07/01/01	06/30/06	3 x 5 Yr	3 x 5 Yr
Alstrom Mountain	10001	CO	CS022008	Alstrom Mountain Comm LLC	\$1,000.00 Annually	Power Line Connection Agreement	01/01/08	01/01/04	none stated in SLA or MUA	
Hendover	30014	IL	CS00097136	HEXTEL IL7472, ABBVA	\$1,050.00 Monthly	Comm Site License 11/17/03	11/19/03	11/19/03	5 x 5 Yr	
Owensboro	30005	KY	CS014008	Neocal Wip Lease	\$1,800.00 Monthly	MLA	08/01/01	05/31/06	4 x 5 Yr	
Baldy Mountain (Duck Creek)	08007	MT	CS00017117	City of Medical Department of	\$1,068.49 Monthly	MLA	04/01/03	03/01/08	1 x 5 Yr w/ 90 day notice	5% annual increase
Baldy Mountain (Duck Creek)	08007	MT	CS00018118	Hanna National Forest	\$225.00 Monthly	Radio/Agreement License Agmt	10/01/08	08/21/02	month-to-month	
Baldy Mountain (Duck Creek)	08007	MT	CS00019119	Vigilante Steel Corporation	\$1,813.40 Annually	Agreement	01/01/01	12/31/06	3 x 1 Yr w/ 90 day notice	5% annual increase
Four Creek	09042	MT	CS00000728	Bronson Comm-Cellular	\$980.00 Monthly	License Agmt	11/22/00	11/21/08	3 x 5 Yr	
Death	04001	NV	CS000001	Cellular (T-Mobile) SN-113	\$1,328.17 Monthly	Comm Site License Agmt	12/01/03	12/31/08	4 x 5 Yr	
Groklons	04004	NV	CS00008735	Cellular (T-Mobile) SN-113	\$1,379.17 Monthly	Comm Site License	12/01/03	12/01/08	4 x 5 Yr	3% annual increase
Parakee Peak	04016	NV	CS00044116	Cellular (T-Mobile) SN-130	\$650.00 Monthly	SLA	08/01/04	05/01/09	3 x 3 Yr	
Rocky Point	04028	NV	CS00032702	Cellular (T-Mobile) SN-130	\$1,691.36 Monthly	SLA	08/01/04	05/01/09	3 x 3 Yr	
Siola Mountain	04006	NV	CS002007	Western Wireless	\$875.00 Monthly	Site License Agmt	04/01/04	08/07	3 x 3 Yr	
New Canaan	37018	OH	CS00000730	Chrysler Wireless	\$1,2715.01 Monthly	Site License Agmt	10/01/00	09/30/20	3 x 5 Yr	3 x 3 Yr
Grand Point	02032	OR	CS022031	Alamogordo County Emergency	\$0.00 Annually	Site License Agmt	07/01/04	06/30/04	none - billed periodically	
Engage	02003	OR	CS000437	Medall Corp	\$1,382.00 Monthly	Site License Agmt	02/01/05	01/31/10	2 x 5 Yr	4.7% annual increase
Road Bards	02008	OR	CS002090	POP THOUAS H IRELAND INC	\$0.00 Annually	Site License Agmt	02/01/05	01/31/10	2 x 5 Yr	4.7% annual increase

Exhibit G to Pritchard Affidavit



Ref. No.	County	Parcel No.	Legal Description	Value	Term	Start Date	End Date	Notes
22054	OR	CS90044114	SENECA TRADER COMPANY KENTON WAY FM	\$1.00	Annually			
02007	OR	WA10010000	Media Group 10010 WAY FM	\$150.00	Monthly			
02007	OR	WA10010000	Media Group 10010 WAY FM	\$200.00	Monthly			
30022	PA	CS90281	Business Pittsburgh Green	\$1,800.00	Monthly	09/01/04	07/31/08	4 x 5 yr - 3% annual increase
30025	PA	CS9028106	Verizon Wireless Cable Inc -	\$80.00	Monthly	02/01/05	12/31/08	2 x 5 yr
16002	SD	CS900007109	NO12096 / 1602	\$1,800.00	Monthly	07/01/07	08/31/10	lease based
12072	TX	CS90027175	Henderson County 106 Conroy Wichwood	\$3,000.00	Annually	04/01/04	03/31/09	4 x 5 yr - 3% annual increase
12072	TX	CS90004124	Anderson Adrian	\$432.80	Annually	11/21/03	10/31/08	1 x 5 yr - 60 day renopct
12048	TX	CS90042	Conover Communications and/or LCT Long Osteens, Inc. 800 TXU	\$550.00	Monthly	08/07/98	05/14/03	2 x 1 yr month-to-month
12048	TX	CS90000191	Commerical Telecom Services Comproy Bay Star Communications Inc.	\$200.00	Monthly	04/01/04	07/31/06	2 x 5 yr
12083	TX	CS900010710	Enterprise Pipelines NE Texas Circular Works	\$385.00	Monthly	08/27/00	04/20/15	5% annual increase
12091	TX	CS90041141	Garner Verizon Wireless	\$1,545.00	Monthly	03/17/04	03/17/08	2 x 5 yr
12072	TX	CS90023723	Verizon Wireless 18411000402 Verizon STE WTX	\$1,800.00	Monthly	04/01/01	08/31/08	4 x 5 yr - 3 1/2 annual increase
12048	TX	CS901719	Verizon Verizon STE WTX	\$3,285.00	Monthly	02/15/02	02/14/07	3 x 5 yr
01003	WA	CS900061725	Verizon Verizon STE WTX	\$10,100.00	Annually	08/01/98	07/31/00	
01003	WA	A910020090	Verizon Verizon STE WTX	\$100.00	Monthly	08/16/04	08/15/05	3 x 5 yr - increase per year as desired to year
01003	WA	A810020000	Verizon Verizon STE WTX	\$272.00	Monthly	08/16/04	08/15/05	

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Schedule 2 (b)(6)
Tower Acquisition - Assumed Real Property Contracts

Party to Contract	Title of Document	Document Date	Site	Site Name	State	Cure Amount
John & Frances Helm	Ground Lease Agreement	12/01/1985	24007	Leeburg	AL	0.00
Bennie R. & Shirley Tomlinson	Ground Lease Agreement	03/25/1985	21009	Culler	AR	0.00
Frances T Albert	Ground Lease Agreement	03/25/1985	21009	Culler	AR	0.00
International Paper Co.	Lease for Microwave Tower ('95 amendment missing?)	02/28/1985	21000	Texarkana	AR	0.00
Jimmy Tomlinson	Ground Lease Agreement	03/25/1985	21009	Culler	AR	0.00
Mercedis Tomlinson	Ground Lease Agreement	03/25/1985	21009	Culler	AR	0.00
Selma Ruth Anderson Dept. of General SVCS	Ground Lease Agreement	03/08/1985	21001	Spring Hill	AR	0.00
Glen & Gloria Barton Trustees	Lease Agreement (Includes a 350' guy anchor easement)	10/01/1984	3051	Howell Mtn	CA	8,200.00
Roseburg Resources Co.	Lease Agreement	03/07/1985	1064	Davis	CA	6,050.00
Barbara Spencer	Lease Agreement	06/10/1985	3058	Soda Creek	CA	10,383.40
CCJ & S, LLC	Lease Agreement	11/09/1984	03061	Conning	CA	0.00
Champion International Corporation, a New York Corporation	Lease Agreement	05/17/1984	03003	Stockton	CA	0.00 - \$,000.00
Grace E. Sweningsen	Easements	05/14/1985	03058	Soda Creek	CA	0.00
Grace E. Sweningsen	Lease Agreement	10/01/1984	03047	Sausal Ridge	CA	0.00
Grace E. Sweningsen	Joint Venture Agreement for Powerline Construction and Use	04/01/1985	03047	Sausal Ridge	CA	0.00
Green Ridge Power ("Green Ridge")	Agreement road easement	06/18/1985	03048	Brushy Peak	CA	0.00
Hold of California	Lease	09/13/1984	03050	Rio Linda	CA	0.00
Hugh A. Walker, et al	Lease Agreement	09/11/1984	03048	Brushy Peak	CA	0.00
Robert & Finley McMillan	Easement Agreement	03/15/1985	03059	Cedar Creek	CA	0.00

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Roseburg Resources Co.	Lease Agreement	03/22/1985	03059	Cedar Creek	CA	0.00
Sierra Pacific Industries	Right of Way Agreement #SPL 6763	07/09/1984	03053	Martis	CA	107.45
Sierra Pacific Industries	Lease	08/08/1984	03053	Martis	CA	0.00
Sierra Pacific Industries	License No. SPL 6268					
Sierra Pacific Industries	Lease rightaway	07/27/1984	03052	Signal Peak	CA	0.00
Sprint Communications Co.	Tower Space Lease Agreement	01/17/1996	03013	Sacramento 2	CA	9,019.79
USDA Forest Service	Site - Communications Use Lease	01/30/2001	03052	Signal Peak	CA	0.00
USDA Forest Service	Right of Way Grant # N-39416 - (WTCI is Holder)					
USDA Forest Service	Lease Agreement	09/21/1984	03052	Signal Peak	CA	0.00
Will Hickman	Lease Agreement	01/15/1985	03060	Hooker (Hickman Land)	CA	0.00
Ernie L. Brown	Lease Agreement	08/20/1979	10056	Russellville	CO	12,325.00
James & Monte Hazlet	Lease Agreement	06/05/1989	10052	Horseshoe #2	CO	1,500.00
	Utility and Road Right of Way Easement					
Sidney Debraeger		01/04/1989	10021	Grand Junction #2	CO	0.00
USDA Forest Service	Special Use Permit - (Plumcote is Holder)	03/26/1985	10001	Almagne Mountain	CO	2,159.10
USDA Forest Service	Special Use Permit	09/28/1995	10001	Almagne Mountain	CO	2,172.37
USDA Forest Service	Communications Use Lease - PRD58	01/26/2004	10001	Almagne Mountain	CO	0.00
	Agreement for Powerline Connection Use (N/A) - #NCD4288-01					
USDA Forest Service		10/22/2004	10013	Moorech Pass	CO	1,862.03
Mark & Amy Perina	Lease for Parcel of Land		19005	Tabor	IA	0.00
JD Aldreco & Sons Inc.	Road Permit	04/14/1989	7024	Contract (pay power, vacating on hold 85 (w))	ID	300.00
City of Boise	Lease Agreement	07/02/1985	07024	Cowser	ID	0.00
Denny Land, LLC (dit to Jack E. & Vivian L. Denny)	Road Right of Way Easement		07016	Phunmer	ID	0.00

Exhibit G to Pritchard Affidavit

Idaho Forest Industries, Inc.	Utility, Road and Site Right of Way and Easement		07016	Phummer	ID	0.00
Kenneth E. & Donna & Ronald Dunswoth	Utility and Road Right of Way Easement		07015	Rose Lake	ID	0.00
Kroetch Land & Timber Company	Utility and Road Right of Way Easement		07016	Phummer	ID	0.00
Mrs. Leland Ball	Lease Agreement	08/06/1985	07023	Härner	ID	0.00
Pacific Crown Timber Products, Inc.	Utility, Road and Site Right of Way and Easement		07015	Rose Lake	ID	0.00
Plummer Gateway Highway District	Road Right of Way Easement		07016	Plummer	ID	0.00
Washington Communications, LLC	Site Lease	09/11/1989	07014	Tiger Peak	ID	0.00
Donna J. Reese	Ground Lease	09/29/2004	39019	Darville	IL	\$2864.77-\$8,029.95
Edward & Clara Swiecz	Ground Lease	05/01/1984	39013	Manhattan	IL	12,148.54
Thomas & Patricia Demaul	Ground Lease	05/01/1984	39014	Herscher	IL	0.00
Vendor	Ground Lease					
Patricia Junkin-Wentigh	Ground Lease	05/01/1984	39014	Herscher	IL	0.00
A.L. & Laura Cutshaw	Ground Lease	05/01/1984	38805	Olio	IN	0.00
Sharon Phipps	Ground Lease	03/28/1985	38009	Elizabeth	IN	0.00
Tyrus & Thelma Reynolds	Ground Lease	05/01/1984	38006	Marksville	IN	0.00
Vicki Graover	Ground Lease	03/28/1985	38009	Elizabeth	IN	0.00
Broyles Brothers	Ground Lease	03/25/1985	30008	Brownshoro	KY	7,045.84
Charles P. Turner &	Ground Lease	06/01/1987	30016	Bazemon	KY	6,333.43
City of Owensboro	Lease & Easement	06/26/1990	30005	Owensboro	KY	201.50
Clavin & Charlotte D. Chapman	Ground Lease Agreement	03/27/1985	30003	Banock	KY	2,182.45

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Pritchard Affidavit

Jessie Ruth Bailey	Ground Lease Agreement	04/06/1985	30010	Frankfort Junction	KY	478.42
Deibert King	Easement Agreement Lease	01/10/1984	20010	Larson	MO	1,600.00
Norman & Mary Peters	Lease Agreement	10/28/1983	20009	Plantburg	MO	4,464.71
KXLF Communications, Inc.	Lease Agreement	07/01/1988	8004	XL Heights	MT	1,374.45
Michael W. Kreis	Site and Road Right of Way Easement	05/18/1989	0803	Nice Milk	MT	500.00
MCI	Site Lease	09/07/1990	08080	Drummond	MT	\$0.00
MCI	Site Lease	07/19/1990	08070	French Bar	MT	\$0.00
MCI	Site Lease	12/11/1990	08072	Wilsall	MT	\$0.00
Ellis F. Boyd	Road Right of Way Easement	02/15/1990	08072	Wilsall	MT	0.00
Frontier Town, Inc.	Road Easement Agreement	09/25/1989	08078	McDonald Pass	MT	0.00
Frontier Town, Inc.	Utility Right of Way Easement	07/27/1988	08078	McDonald Pass	MT	0.00
H Lary Heart, LLC (sll to Robert A. Parsson) (V# 161129)	Site Lease	06/01/1989	08082	Frenchtown	MT	0.00
James A. & Bonnie L. Pinkerton	Right of Way Easement	08/28/1989	08072	Wilsall	MT	0.00
John L. Kmetz	Right of Way	02/23/1954	08022	Bozeman Pass	MT	0.00
John Neil Langman	Road Right of Way Easement	09/22/1988	08071	Grassy	MT	0.00
Mary Sue Griffith	Road Right of Way Easement	09/06/1988	08071	Grassy	MT	0.00
Malnesh Ranch	Utility, Road and Site Right of Way Easement	06/05/1989	08078	McDonald Pass	MT	0.00
Montana Grey Rock, LLC	Utility, Road and Site Right of Way and Easement Agreement	08/28/1989	08079	Gartson	MT	0.00
Ray Ivan and Janice Lortson	Utility and Road Right of Way Easement	05/23/1989	08080	Drummond	MT	0.00

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USDA Forest Service	Communications Use Lease (Pinnacle is Lessee)	04/17/2002	08071	Grassy	MT	0.00
USDA Forest Service	Special Use Permit Authority (Pinnacle is holder)	04/26/02	08078	McDonald Pass	MT	0.00
USDA Forest Service	Communications Use Lease (Pinnacle is Holder)	01/24/2001	08081	Miller Peak	MT	0.00
USDA Forest Service	Communications Use Lease (Pinnacle is Holder)	02/15/2002	08084	Patrick's Nob	MT	0.00
USDA Forest Service	Special Use Permit - Powerline Easement for 9.74 Miles	06/26/2003	08007	Baldy Mountain (Mt. Baldy - Duck Creek)	MT	0.00
AT&T Communications Inc.	Agreement for Joint Use of Access Road		4026	Rocky Point	NV	168.44
Edward & Yvette Tomera	Easement	06/04/1984	4024	Grindstone	NV	2,000.00
Julian Tomera Ranch Inc.	Easement	06/30/1984	4024	Grindstone	NV	500.00
Margie Creek Ranch LP	Easement	06/11/1984	4024	Grindstone	NV	350.00
Lucille Giudici & W.A. Giudici Trust, Lucille and Jack Giudici Trustees	Lease Agreement	07/01/1984	04024	Grindstone	NV	0.00
Nevada Land & Resource Stanley & Jana Wright	Lease Agreement License No. SPL-6255	05/03/1984	04026	Rocky Point	NV	5,912.00
US Dept. of the Interior - BLM	Right of Way Grant # WYVW 111897	08/15/1989	04024	Grindstone	NV	8,040.57
US Dept. of the Interior - BLM	Right of Way Grant #UJ-65686	03/30/1990	04024	Grindstone	NV	0.00
USDA Forest Service	Forest Road Special Use Permit	11/02/2004	04006	Slide Mountain	NV	0.00
USDA Forest Service	Communications Use Agreement	12/07/1987	04018	Peavine Peak	NV	0.00
Mitchell & Renee Dauter	Ground Lease Agreement	05/01/1984	37026	Alliance	OH	2,178.59

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First Financial Bank, Trustee for the Pauline Shelley FBO Logan	Ground Lease Agreement	03/31/1984	37013	Swan Lake	OH	0.00
Kenneth & Karen Heintinger	Ground Lease Agreement	09/01/1984	37019	Orange	OH	0.00
Lorrie and Margaret Painter	Ground Lease Agreement		37024	Steels Corner	OH	0.00
Ruth Robbins	Ground Lease Agreement	02/25/1984	37017	West Jefferson	OH	0.00
Shirley Hopkins and her husband	Ground Lease Agreement	04/30/1984	37023	Doylesown	OH	0.00
Walter M. Everts	Ground Lease Agreement	02/29/1984	37015	New Carlisle	OH	0.00
William Beal & Ethel Beal	Agreement under		37020	Mount Liberty	OH	2,156.35
Centennial Loop Prof. Center	Agreement	03/19/1984	2033	Eugene	OR	260.00
Everts Valley Land & Livestock	Lease and Agreement		2029	Silverton	OR	2,070.00
Fern Morris	Right of Way Easement	08/15/1984	2032	Bald Peter	OR	175.00
KPXXG TV 22	Easement	04/02/1985	2029	Silverton	OR	730.00
Oak Leaf Property Management	Lease Agreement	04/24/1985	2033	Eugene	OR	1,200.00
Roseburg Forest Products	Ground Lease Agreement	05/01/2003	2035	Mt. Yoncalla	OR	11,845.00
Crown Zellertach Corporation	Joint Use Agreement	10/07/1977	02007	Sceppose	OR	0.00
Linon Forest Productive Assoc.	on land owned by LTPA	05/01/2001	02032	Bald Peter AKA Scott Min.	OR	0.00
Longview Fibre Company	Land Lease Agreement	10/11/1993	02007	Sceppose	OR	0.00
Multnomah County, OR	Lease Agreement	04/24/1985	02028	Roeley Butte	OR	0.00
Seneca Timber Co.	Easement	05/14/1985	02036	Red Butte	OR	0.00
Timber Service Company	Easement	07/17/1985	02032	Bald Peter AKA Scott Mtn.	OR	0.00
US Dept. of the Interior - BLM	Right of Way # U. 53715 - (Pinnacle in Holders)	07/12/1984	02034	Deethorn	OR	0.00
USDA Forest Service	Private Road Special Use Permit	12/03/1990	02036	Red Butte	OR	0.00
USDA Forest Service	Site - Special Use Permit	09/21/1989	02036	Red Butte	OR	0.00

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Weyer-Hauser	Site Agreement	07/02/1990	02034	Deerhorn	OR	7,272.57
Marcus Paul Snyder	Ground Lease Agreement		36019	Blossville	PA	2,189.19
Margaret A. Pearson	Ground Lease Agreement	08/01/1984	36017	Broad Top City	PA	0.00
MCI WorldCom	Lease Agreement	01/31/1995	36025	Philadelphia Junction	PA	0.00
Verna Danner	Ground Lease	09/07/1984	36020	Hazisburg Junction	PA	0.00
Department of Fish and Parks of the state of South Dakota - also referred to as Custer State Park	Lease Agreement		16002	Mt. Coolidge	SD	0.00
Dorothy Martin	Ground Lease Agreement	07/08/1998	12061	Gilmer	TX	3,455.54
Goodhue Properties LLC	Lease	07/23/2004	12048	Beaumont Terminal	TX	14,000.00
Helen S. Barnes	Ground Lease Agreement	03/15/1985	12064	Bloomberg	TX	0.00
Mary Lakin	Ground Lease Agreement	08/01/1981	12013	Charfield	TX	0.00
Robert M. Suckey	Ground Lease Agreement	03/15/1985	12064	Bloomberg	TX	0.00
Sustainable Forests, LLC	Lease for Microwave Tower	03/04/1985	12063	Casseta Mountain	TX	0.00
Promontory Cade Development, Inc. and Promontory Salt Development, Inc.	Utility and Road Right of Way Easement	09/11/1989	06046	Lead Mountain	UT	0.00
South Fern, llc	Utility, Road & Site Right of Way Easement					
	still in place/ies name					
USDA Forest Service	Communications Use Lease	09/09/1988	06045	Herriman	UT	871.11
AT&T Corporation	Communications Use Lease	08/12/2003	06032	Jones Ridge	UT	0.00
Staubach Agent for BNSF	Agreement for Joint Use of Access Road	01/06/1987	1033	Bald Hill, WA	WA	1,000.00
	Indefinite Term Lease	01/20/1972	1001	Silver Lake (inactive/for sale 5-24-05)	WA	26,780.00
WA State Dept. of Natural Res.	Communications Site Land Lease Agreement #52-072576	12/08/2000	1017	Jump Off Joe Butte	WA	1,328.03

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Beneton County Board of Adjustment	Special Permit No.:						
L.A. Nelson Family Trust Speckhornish County Parks & Recreation	SP 85-3 License to use Private Roadway Easement #52-048275	03/26/1985 07/01/1981	01017 01001	Jungp Off Ice Butte Silver Lake (Castle Rock)	WA WA	0.00 0.00	
Pronghorn Development Ltd. (original lease was with Williams Land & Livestock Co.)	048275 Site Lease Communications	02/12/1987 04/20/1989	01033 09830	Bald Hill New Summit	WA WY	8,386.58 0.00	
USDA - Forest Service	Use Lease & Special Use Agmt		10017	Sunlight Peak (1)	CO		
US Dept. of the Interior - BLM	Right of way Grant #N-039388		4022	Fish Creek	NV		

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CONTRACTS TO BE ASSUMED

Learning Systems Technologies	Tower Lease Agreement	24007	Leesburg	AL	0
	Tower Co-location Agreement				
Metro PCS of California	Lease	3052	Sacramento 2, 16th/C	CA	0
Department of Administrative Services			Signal Peak	CA	0
United Cable TV of Western, CO		10010	Grand Junction (Orig Term)	CO	0
US Department of the Interior	Right of Way	11/4/1988	Grand Junction 2 Term.	CO	0
Teletrack EEN		37017	West Jefferson Jct.	OH	0
International Paper Company	1985 Amendment to Lease	21000	Texasiana	AR	0
	Communications Use				
USDA - Forest Service	Lease & Special Use Agmt	10017	Sunlight Peak (1)	CO	0
US Dept. of the Interior - BLM	Right of Way Grant	04023	Fish Creek	NV	0
	Communications Site				
T-Mobile	Subscriber Agmt	24004	Rainbow Mtn.	AL	0

After Recording Return to:
 Cassidy LeMaster, LandAmerica
 7557 Rambler Road, 12th Floor
 Dallas, Texas 75231

I hereby certify that the foregoing is a true copy of the original thereof now in my office this the 20th day of July, 2004 at Dallas, Texas.

By Tawana C. Marshall Deputy
 Tawana C. Marshall, Clerk
 United States Bankruptcy Court
 Northern District of Texas

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