LAND LEASE EXTRACT

026142_OLL_092198

REFERENCE: GA379 (Tyrone Downtown)

LOCATION: 147 Commerce Drive, Tyrone, Fayette County, GA

LANDLORD: City of Tyrone
881 Senoia Road
Tyrone, Georgia 30290

**OLL** **OLL**

Send payments to the attention of ADMINISTRATION

TENANT: American Towers, Inc.

LEASE DATE: September 21, 1998

COMMENCEMENT DATE: November 5, 1998

DUE DILIGENCE: N/A

INITIAL TERM: Ten (10) years commencing on November 5, 1998

RENEWALS: Three (3) additional six-year terms - automatic renewal unless Tenant provides written notice to Landlord within sixty (60) days of expiration of term.

RENT: $600.00 monthly for initial term commencing May 5, 1999 (six months from commencement date) and payable on the 1st day of each month, which partial months being prorated. Rent increases at each renewal in an amount equal to CPI increase over term, but no less than 5% and no more than 15%.

FEE COMMISSIONS: 25% of net collected revenues payable on the 15th day of the month immediately following the month in which such revenues are collected - beginning June 15, 1999 for May's revenues collected.

DEPOSIT. $600.00 applied to first month's rent due May 5, 1999

ASSIGNMENT: Assignment allowed to affiliate without Landlord's consent; subletting and licensing allowed without consent or approval

RIGHT OF FIRST REFUSAL: Yes

COMMENTS: Commence paying rent as of 5/5/98 - prorate rent for 5/99, add to 6/99 rent and apply commitment deposit11/1/98; add $600.00 to recurring as of 7/1/99 - green sheet attached for first rent payment

11/05/98

**LEASE AGREEMENT**

This Lease Agreement ("Lease") is entered into this 21 day of September, 1998 ("Date of this Lease") by and between the CITY OF TYRONE, a Georgia municipality (Landlord"), and WAUKA COMMUNICATIONS, INC., a Georgia corporation doing business as GRID TOWERS ("Tenant").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. PREMISES. Subject to the following terms and conditions, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain tract of real property, containing 6400 square feet (80 feet X 80 feet), more or less, located at 881 Senoia Road, Tyrone, Fayette County, Georgia, all as more particularly described on the attached Exhibit A (the "Premises"), which Premises are located on a larger tract of Landlord's property being more particularly shown in the attached Exhibit B (the "Property"). Landlord further grants to Tenant a non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Premises and for the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property to and from the Premises in the location or locations described in Exhibit A attached hereto. Unless otherwise provided herein, the foregoing easement area or areas shall be deemed part of the Premises hereunder. If Exhibit A is not attached to this Lease at the time of execution hereof, Tenant shall forward a copy of same to Landlord for Landlord's approval within thirty (30) days after full execution of this Lease. Landlord agrees to review same and inform Tenant within twenty (20) days after the date of receipt thereof of Landlord's consent, comments or proposed revisions thereto. Within five (5) days after the Date of this Lease, Tenant shall pay to Landlord a commitment deposit in the amount equal to the first month's Rent under this Lease ("Commitment Deposit"). Upon the commencement of the term of this Lease, the Commitment Deposit shall be applied to the first month's Rent hereunder. Otherwise, the Commitment Deposit shall be retained by Landlord as hereinafter provided in Section 6 hereof.

2. TERM.

(a) The initial term of this Lease will be for ten (10) years, commencing on the earlier of (i) the date Tenant notifies Landlord in writing that Tenant has waived its right to terminate this Lease pursuant to Section 6 below, but in no event later than the date Tenant commences construction of its communications facility improvements on the Premises, or (ii) the first day after the expiration of the "Due Diligence Period" under Section 6 (such earlier date being the "Commencement Date"). No right or title in or to the Property shall vest in Tenant until the occurrence of the Commencement Date. The initial term of this Lease shall expire at midnight on the day before the fifth (5th) anniversary of the Commencement Date.

(b) Tenant shall have the right to extend this Lease for three (3) additional six-year terms (each being a "Renewal Term"). Tenant's lease of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein. The Lease will automatically renew for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to the expiration of the initial term of any Renewal Term.

3. RENT. From and after the date which is 120 days from the Commencement Date (the "Rent Commencement Date"), Tenant shall pay Landlord, as rent, on the first day of each month in advance at Landlord's address specified in Section 33 below, or at such other address as Landlord may specify in writing to Tenant, the amounts shown on Exhibit C ("Rent"). If the Rent Commencement Date occurs on a day other than the first day of a month, the Rent shall be prorated for that first month for the number of days from the Rent Commencement Date to the end of month. If this Lease is terminated on a day other than on the first day of a month, the Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

4. USE. The Premises shall be used by Tenant for the construction and operation of a 250 foot high, commercial broadcast, receive and relay tower for voice, data and other airwave transmissions, together with an equipment building(s) adequate to serve the needs of the tower subtenants, licensees and users, and for activities incidental thereto, which shall include maintenance, upgrade and improvement to any of Tenant's improvement(s) as deemed necessary or appropriate by the Tenant (the "Use"). Tenant reserves the right to install fencing on the Premises in any quantity, quality or configuration deemed necessary or appropriate by Tenant as mutually agreed by Landlord and Tenant.

5. TITLE. Landlord warrants that Landlord is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. Landlord further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title that would prevent Tenant from using the Premises for the uses intended by Tenant as set forth in this Agreement.

6. DUE DILIGENCE PERIOD. From the date of this Lease through and including the date which is forty-five (45) days after the Date of this Lease (the "Due Diligence Period"), Tenant and its agents, engineers, surveyors and other representatives shall have the right to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises, to apply for and obtain all licenses and permits required for Tenants Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary to determine the physical condition of the Premises, the environmental history of the Premise, Landlord's title to the Premise and the feasibility or suitability of the Premises for Tenant's Use, all at Tenant's expense. Tenant shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection, but Tenant shall indemnify and hold Landlord harmless from and against injury, loss, or damage arising out of or as a result of such inspections and testing except for claims arising on account of Landlord's gross negligence or intentional misconduct. If Tenant, in its sole discretion and judgment, should determine that the Premises is not suitable for Tenant's Use, Tenant shall have the right at any time prior to the expiration of the Due Diligence Period to terminate this Lease by sending written notice of termination to Landlord; provided, however, that such notice to Landlord shall set forth reasonable cause for Tenant's determination that the Premises is not suitable for Tenant's Use. In the event of such termination, Landlord shall retain the Commitment Deposit as consideration for Tenant's right to terminate. Thereafter, neither Landlord nor Tenant shall have any further obligation or liability under this Lease except as otherwise provided herein.

Tenant's ability to use the Premises is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Landlord shall cooperate fully with Tenant in its effort to obtain such certificates, permits, licenses and other approvals. During the Due Diligence Period, Landlord agrees to sign such papers as are required to file applications or other documents with the appropriate zoning authority, regulatory authority and other governmental authorities for the proper zoning of the Premises and for other certificates, permits, licenses and approvals as are required for the use of the Premises intended by the Tenant. If requested by Tenant, any such applications may be filed with respect to, not only the Premises, but also Landlord's surrounding property. Tenant will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Premises deemed necessary by Tenant. Landlord agrees not to register any written or verbal opposition to any such procedures.

7. TOXIC WASTES AND HAZARDOUS MATERIALS. Landlord, to the best of its knowledge and belief, warrants and represents that Landlord has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Landlord shall permit Tenant free ingress and egress to the Premises by Tenant and its

employees, agents and contractors to conduct analyses, and such other tests, investigations and similar activities as Tenant may deem necessary, at the sole cost of Tenant. Tenant shall indemnify and hold Landlord harmless against any loss or damage for personal injury or physical damage to the Premises resulting from any such tests, investigations and similar activities. If any such inspections reveal conditions unacceptable to Tenant, Tenant may elect to terminate this Lease forthwith, and receive an immediate and full refund of the Commitment Deposit.

8. UTILITIES Tenant will pay for all utilities and services furnished to the Premises. Landlord shall not be liable for any loss or expense incurred by Tenant by reason of the interruption or failure of any utility or service if due to any cause beyond Landlord's control. Landlord hereby grants to Tenant an easement to install such utilities as may from time to time be needed.

9. LANDLORD'S TAX OBLIGATION. Landlord shall pay and discharge when due all real estate taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the Premises. Should Landlord fail to pay the taxes when due, then Landlord shall immediately notify of Landlord's failure to pay the taxes or Landlord's intention not to pay the taxes. Tenant may pay the taxes and any related penalties and interest and deduct the total amount paid from rental payments.

10. PERSONAL PROPERTY TAXES. Tenant shall pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Tenant located upon the Premises. The parties hereby agree that any improvements constructed by Tenant on the Premises shall constitute and remain personal property belonging to Tenant.

11. CASUALTY INSURANCE. During the term of this Lease and any extension or renewal, Tenant shall maintain fire and extended coverage casualty insurance on Tenant's improvements, in amounts deemed adequate by Tenant.

12. LIABILITY INSURANCE. During the term of this Lease and any extension or renewal, Tenant shall maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of at least $500,000.00 with respect to one person, and at least $1,000,000.00 with respect to more than one person in any one occurrence, and at least $100,000.00 for property damage. Such policy shall name Landlord and Tenant as the insured, as their interests may appear, and shall provided that the insurer may not change or cancel such insurance without giving 21 days prior written notice to Landlord. Tenant shall furnish Landlord with a copy of such policy or a certificate of insurance upon Landlord's request.

13. MAINTENANCE AND CONDITION. Tenant acknowledges that it has examined the Premises and that they are in an acceptable condition for Tenant's Use. Tenant shall keep the same clean, safe and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall dispose of all garbage in designated disposal facilities, Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them.

Landlord shall provide Tenant ingress and egress between the Premises and an open and improved public road adequate to service the Premises and all utility facilities serving the Premises at all times during the term of this Lease. Tenant shall be entitled to twenty-four (24) hours, seven (7) days per week access to the Premises, and such utility facilities.

14. TENANT'S IMPROVEMENTS. Upon expiration of this Agreement, Tenant shall remove Tenant's alterations, additions or improvements and restore the Premises to as near as practical to its original condition (except for vegetation removed for construction purposes, paving and foundations, utility poles, casualty and acts beyond Tenant's control and normal wear and tear); such removal and restoration to be completed by Tenant within sixty (60) days of the date of expiration of this Agreement..

The foregoing paragraph notwithstanding, upon Tenant's cancellation or termination of this Lease as herein provided, Landlord shall have the option to purchase the tower, building(s) and related improvements owned by Tenant and located on the Premises. The purchase price Landlord shall pay to Tenant shall be based on the appraised value of such improvements calculated as of the date of Landlord's exercise of the option granted in this paragraph. The appraised value shall be determined by taking the average of two (2) independent appraisals prepared by appraisers mutually acceptable to both Tenant and Landlord and qualified to evaluate such improvements. The appraisals shall be completed, and the purchase price shall be paid in cash within one hundred twenty (120) days after notice to Tenant of Landlord's desire to exercise its option. Tenant agrees to convey such improvements to Landlord, free and clear of any liens or encumbrances, by Bill of Sale at time of closing. At closing, Tenant agrees to assign all active leases, licenses or other agreements between Tenant and Users of the Site, if any, and Landlord agrees to assume all such leases, licenses and other agreements and carry out the obligations and responsibilities of Tenant with respect to such leases, licenses and agreements.

15. DISCHARGE OF LIENS. Tenant agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises or building in which the Premises are located which is claimed to arise from Tenant's actions, Tenant shall, at its sole expense, discharge or bond against such lien within 30 days of notice from Landlord.

16. DELIVERY OF POSSESSION. If Landlord fails (for any reason) to deliver possession of the Premises to Tenant on the Commencement Date, this Lease will continue in effect, but rent and other amounts will be prorated according to when possession is given to Tenant and the term of this Lease and all extensions shall automatically be extended by the amount of time during which such inability shall continue. If Landlord is unable to deliver possession within 30 days of the Commencement Date, Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

17. QUIET ENJOYMENT. By paying the rent and observing all the agreements, terms and conditions herein, Tenant shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the term of this Lease and any extension or renewal, subject to the provisions hereof.

18. ACCESS. Landlord may enter the Premises, only after reasonable notice to Tenant, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

19. COMPLIANCE WITH LAW. Tenant, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating to Tenant's use of the Premises. Tenant shall not make or permit any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other tenants or persons in the general area of the Premises. Tenant shall obtain, at its sole expense, any licenses or permits which may be required for Tenant's use of the Premises.

20. ASSIGNMENT AND SUBLETTING. This Lease may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company, to any entity with or into which Tenant is merged or consolidated, or to any entity resulting from a reorganization of Tenant or its parent company. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld.

Tenant may license, lease or sublet all or any portion of the Premises, or Tenant's improvements thereon, to such of tower subtenants, licensees and users, in accordance with Tenant's Use of the Premises as defined in Section 4 above, without prior consent or approval of Landlord.

21. FIRE AND CASUALTY. In the event the Premises are damaged by fire or other casualty

so as to render the Premises unsuitable for the use for which the same are leased, then Tenant shall have the option to repair the improvements or to terminate this Agreement effective the date of damage.

22. CONDEMNATION. If the entire area in which the Premises are located is acquired or condemned by the power of eminent domain by any public or other authority, then this Lease will terminate upon the date such taking becomes effective. Rent and other payments will be apportioned as of such date. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the use for which the same are leased, then this Lease may be terminated by either party upon thirty days written notice to the other. Rent and other payments will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent and other payments will be abated according to the nature and extent of the area taken. All damages awarded for such taking shall belong to and be the exclusive property of Landlord. Tenant agrees to sign such further instruments of assignment as Landlord may reasonably request to accomplish the foregoing. Provided, however, that any damages awarded for moving expenses or Tenant's fixtures, improvements or equipment shall belong to Tenant.

23. LOSS OR DAMAGE. Unless caused by negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own property and improvements.

24. INDEMNIFICATION. Tenant shall indemnify and hold Landlord harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to (i) any default by Tenant in the performance or observance of any covenant, term or condition of this Lease, (ii) loss or damage to any property or injury or death to Tenant or any person occurring on or about the Premises due to any cause other than Landlord's negligence, and (iii) Tenant's use and occupancy of the Premise.

25. DEFAULT. Tenant shall be in default of this Lease upon the occurrence of any one of the following events:

(a) failure to pay any installment of rent or any other amount required herein which shall continue for 10 days after receipt of notice of such default;

(b) failure to perform or observe any other covenant, term or condition of this Lease which shall not be corrected within thirty (30) days after written notice from Landlord, or for such longer period as may be reasonably necessary to correct such default;

(c) abandonment or cessation of business operations at the Premises by Tenant;

(d) any substantive misrepresentation or intentional omission of or on behalf of Tenant made to Landlord in connection with this Lease;

(e) the taking of the leasehold created hereby on execution or by other process of law;

(f) insolvency or failure of Tenant or any guarantor to generally pay its debts as they become due;

(g) assignment for the benefit of creditors of, or appointment of a receiver or other officer for, all or any part of Tenant's or any guarantor's property; or

(h) adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

26. REMEDIES OF LANDLORD. (a) Upon any uncured default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of Georgia. Upon any such default, Landlord shall also have the right to enter upon the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any other occupants and their effects, either with or without terminating this Lease. Any entry may be with or without process of law, by force if necessary, or otherwise according to law. No entry shall subject Landlord to any liability for trespass or damages. Upon any entry or termination, Landlord agrees to use reasonable efforts to relet the Premises on Tenant's behalf or otherwise, for such term and rent as Landlord may determine. No act or failure to act by Landlord shall waive any remedies which Landlord may have for arrears of rent or breach of covenant or release Tenant from any liability whatsoever.

(b) Upon any termination or entry as above, Tenant shall indemnify Landlord against all loss of rents and other amounts which Landlord may incur over the remainder of the term in addition to paying all overdue rent and other payments. At Landlord's election, Tenant shall pay to Landlord an amount equal to the excess of the rent and other payments hereunder for the remainder of the term over the fair rental value of the Premises over the same period. Tenant shall also pay to Landlord all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, attorney's fees, costs of regaining possession and reletting the Premises, broker's fees, storage fees and repairing and cleaning costs.

27. NO WAIVER. The failure of Landlord or Tenant to require strict performance by the other of any covenant, term or condition of this Lease is not a waiver for the future of any breach of the same or any other covenant, term or condition herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

28. REMEDIES CUMULATIVE. To the extent permitted by law, the rights and remedies of Landlord herein are cumulative, and the exercise of any one of them will not be deemed to be in exclusion of any other. The rights and remedies herein are in addition to any other rights and remedies available to Landlord at law or equity.

29. RIGHT TO CURE OTHER'S DEFAULT. If either Landlord or Tenant fails to perform any covenant, term or condition of this Lease, the other party may, after giving reasonable notice, perform such covenant, term or condition and expend whatever sums may be necessary. All sums expended shall be repaid on demand. This performance shall not waive any rights or remedies which either party may have against the other for such default.

30. TIME OF ESSENCE. Time is of the essence of this Agreement.

31. UNAVOIDABLE DELAYS. Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.

32. INTERFERENCE. Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property on the date of this Lease; provided, however, that Landlord hereby acknowledges that Tenant's use of the Premises for Tenant's Use shall not constitute an impermissible interference by Tenant. Landlord shall not use the Property in any way that interferes with the use of the Premises by Tenant. Landlord shall not use, nor shall Landlord permit its existing or future tenants, licensees, employees, invitees or agents to use, any portion of the Property or Landlord's other properties in any way which interferes with the operations of Tenant; provided, however, that Tenant hereby acknowledges that Landlord's current use of the Property (meaning Landlord's use of the Property on the Date of this Lease) shall not constitute an impermissible interference by Landlord. Without in any way limiting the generality of the foregoing, Landlord hereby covenants that it shall not enter into any lease, license or other agreement pursuant to which a party thereto would use the Property so as to interfere with Tenant's operations. Landlord hereby

acknowledges that any such interference with Tenant's operations shall cause Tenant to suffer irreparable injury and entitle Tenant, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinment of such interference.

33. NOTICES. All notices and communications under this Lease shall be in writing and shall be deemed to properly given when delivered personally or sent by certified mail, return receipt requested, to Landlord, to the attention of: Town Manager, at 881 Senoia Road, Tyrone, Georgia 30290, or to Tenant at 77 East Crossville Road, Suite 310, Roswell, GA 30075, or to such other address as either party may specify in writing to the other.

34. RIGHT OF FIRST OPPORTUNITY. In the event Landlord shall desire to sell or lease the Premises or other property currently or hereinafter owned by Landlord at any time during the term of this Lease for the purpose of operating a communications tower, or any renewal or extension thereof, then Tenant shall have the right of first opportunity, meaning that Tenant shall have the option to lease or purchase such property of Landlord upon equal terms to any bonafide arms-length offer deemed otherwise acceptable by Landlord; provided that Tenant shall have thirty (30) days (following receipt of notice from Landlord setting forth all terms and conditions of such offer and agreeing unconditionally to accept offer by Tenant on the terms set forth therein) to exercise this option by written notice to Landlord. Landlord hereby covenants that it shall not take any actions enter into any transactions, or otherwise use any property optioned by Tenant under this Item 34 in such a way as would interfere with Tenant's operations.

35. ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.

36. INVALID PROVISION. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

37. CAPTIONS. The captions in this Lease are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

38. PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Provided, however, that if Landlord sells the building in which the Premises is located, Landlord shall be released from all liabilities under this Lease. The purchaser, as successor landlord, shall be deemed to have assumed all of the obligations and liabilities of Landlord under this Lease.

39. RIDERS. The riders and exhibits attached hereto are made a part of this Lease.

40. REPRESENTATIVES. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorney's fees and cost incurred in defending such claim.

41. TERMINATION BY TENANT. If, for any reason whatsoever, this site should not receive (and continue to enjoy) approval for the installation and use of the Tenant's tower, from any governing authority or regulatory agency, then Tenant shall have the option to terminate this Agreement forthwith; provided, however, that Tenant shall pay to Landlord an amount equal to six (6) month's Rent as consideration for such termination.

42. MEMORANDUM OF LEASE. Landlord and Tenant hereby agree to execute and deliver a Memorandum of Lease in the form attached hereto as Exhibit D, which form sets forth the general terms of this Lease to be filed as a matter of record with the Clerk of Superior Court of the County where the Premises are located.

IN WITNESS WHEREOF, this Lease is executed under seal on the date first above written.

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| Signed, sealed and delivered<br>in the presence of: | LANDLORD:<br>City of Tyrone |
| ______________________<br>Witness | By: [signature] (Seal)<br>Title: Mayor |
| ______________________<br>Notary Public | |
| My commission expires: __________ | |
| (Notarial Seal) | |

| | |
|---|---|
| Signed, sealed and delivered<br>in the presence of: | TENANT<br>Wauka Communications, Inc. |
| [signature]<br>Witness | By: [signature] (Seal)<br>Richard H. Stewart, Its President |
| [signature]<br>Notary Public | |
| My commission expires: 5-29-99 | |
| (Notarial Seal) | |

# EXHIBIT A

*Description of Leased Premises*:

All that tract or parcel of land lying and being located in Land Lot 139, 7th District, Fayette County, Georgia, containing 4900 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point; run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 06" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" W a distance of 53.19 feet to a point; run thence S 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence N 88° 37' 44" W a distance of 46.98 feet to a point; run thence S 01° 22' 16" W a distance of 70.00 feet to a point; run thence S 88° 37' 44" E a distance of 70.00 feet to a point; run thence N 01° 22' 16" E a distance of 70.00 feet to a point; run thence N 88° 37' 44" W a distance of 23.02 feet to the true point of beginning.

TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 05" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" E a distance of 53.19 feet to a point; run thence N 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point; run thence S 88° 37' 44" E a distance of 23.02 feet to a point; run thence N 31° 02' 08" E a distance of 132.52 feet to a point; run thence N 18° 27' 16" E a distance of 86.78 feet to a point; run thence N 15° 06' 58" E a distance of 51.42 feet to a point; run thence N 09° 17' 18" E a distance of 58.00 feet to a point; run thence N 12° 09' 06" W a distance of 49.16 feet to a point; run thence N 43° 05' 36" W a distance of 53.21 feet to a point; run thence N 49° 31' 00" W a distance of 187.82' to a point; run thence S 35° 00' 11" W a distance of 20.09 feet to the true point of beginning.

## EXHIBIT B

Legal description of entire tract owned by Landlord to be attached.

Certificate of Title File No. 1062-378
Sprint/Commerce Drive, Fayette County, Georgia
Cascade #AT03XC379-D/HNZW File No. 1704-1346
October 5, 1998


EXHIBIT B

All that tract or parcel of land, lying and being in Land Lot 139 of the 7th District of Fayette County, Georgia, and being those lands described in a Plat of Survey by Koons, Wood, Moore and Shimshick, Registered engineers, for Alton Brown dated 3-16-89 revised 6-19-90 and being more particularly described as follows:

BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point: thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin; thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.35 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 34.22 feet to an iron pin; thence South 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 37.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

## EXHIBIT C

## RENT

From and after occurrence of the Rent Commencement Date, Tenant shall pay Landlord, during the initial term annually a rental of Seven Thousand Two Hundred and No/100 Dollars ($7,200.00), payable in monthly installments of Six Hundred and No/100 Dollars ($600.00) ("Rent"); plus, Tenant shall pay to Landlord twenty-five percent (25%) of the total Net Collected Fees (defined below) as determined each month ("Fee Commissions"). All primary and back-up utilities in connection with the use of the Premises will be separately metered and paid for by Tenant from the gross revenues collected from Licensees ("Total Collected Fees"). The Total Collected Fees, less the utility charges resulting from Licensees' use of the transmission facilities (which are metered and paid by Tenant) shall hereinafter be referred to as the Net Collected Fees.

Rent shall be paid to Landlord on the 1st day of the month for each month rent is due, and Fee Commissions shall be paid to Landlord no later than the fifteenth (15th) day of the month immediately succeeding the month from which such Fees are collected. Tenant shall submit to Landlord monthly certified statements of collections from Licensees, showing Total Collected Fees, electrical consumption charges and Net Collected Fees paid or charged to Tenant for each month, commencing on the fifteen day of the month next succeeding the Rent Commencement Date. Thereafter, at each renewal term and throughout that term, annual Rent shall be increased in an amount equal to the increase in the Consumer Price Index established by the Bureau of Labor Statistics of the United States Department of Labor which is entitled "Consumer Price Index for All Urban Consumers," Atlanta, Georgia, All Items, 1967-100, or any appropriate successor index adopted by said Department, for the period beginning with the commencement of the last term through the end of the fourth year of the term. No adjustment under this provision shall ever be less than five percent (5%) or greater than fifteen percent (15%). If the term commences on a day other than the first day of a month, the Rent shall be prorated for that first month for the number of days from the Rent Commencement Date to the end of month. If this Lease is terminated on a day other than on the first day of a month, the Rent and Fee Commissions for such final partial month shall be prorated for the number of days from the first day of the month to the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

Tenant shall maintain in original form for a period of at least two (2) years from Tenant's receipt thereof, all invoices for all primary and back-up utilities in connection with the use of the Premises, all utility charges resulting from licensees' use of the transmission facilities, and all contracts or license agreements with licensees authorizing the receipt by Tenant of the total collected fees. Landlord shall have a reasonable opportunity, but in no case more than once every twelve (12) months, to audit the above-referenced original documents and all other accounting and bookkeeping records and supporting documentation for any accounting entries which are used to compute the Fee Commissions owing to Landlord hereunder.

# EXHIBIT D

AFTER RECORDING, RETURN TO:
Wauka Communications, Inc.
Attn: Site Lease Coordinator
77 East Crossville Rd., Ste 310
Roswell, Georgia 30075

## MEMORANDUM OF LEASE

This Memorandum of Lease dated as of the _____ day of ___________, 1998 by and between CITY OF TYRONE, a Georgia municipality (Landlord") and WAUKA COMMUNICATIONS, INC. , GRID TOWERS ("Tenant").

## WITNESSETH THAT:

WHEREAS, Landlord has leased to Tenant and Tenant has leased from Landlord upon and subject to the covenants and agreements set forth in that certain Lease dated as of the _____ day of ____________, 1998 (the "Lease") by and between Landlord and Tenant, certain premises (the "Leased Site") that are a part of that tract of land (the "Tract") located in the County of Fayette, and State of Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant desire to record this Memorandum of Lease for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, all of which are incorporated herein and made a part hereof by reference. Without limitation, the Lease contains the following covenants and agreements between the Landlord and the Tenant, to wit;

(1) The Lease provides for an initial term of ten (10) years to commence ______________, 1998.

(2) The Lease grants the Tenant three (3) options to extend the term thereof for three (3)separate additional periods of six (6) years each;

(3) The Lease grants to Tenant certain easements for, without limitation, access and utilities in and to the Tract;

(4) Landlord may sell or lease any property not utilized by Tenant for the tower, equipment building; and

(5) Tenant may license or sublet all or any portion of the Lease Site without Landlord's prior written approval.

This memorandum of Lease is being recorded in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions thereof, and nothing herein contained is intended to or does change, modify or effect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

WITNESS the hands and seals of the undersigned as of the date and year first written above.

| | |
|---|---|
| Signed, sealed and delivered in the presence of: | TENANT: Wauka Communications, Inc. dba Grid Towers |
| ____________________ Witness | By: ____________________(SEAL) Richard H. Stewart, President |
| ____________________ Notary Public | |
| My Commission Expires: ____________ | |
| (Notarial Seal) | |

| | |
|---|---|
| Signed, sealed and delivered in the presence of: | LANDLORD: City of Tyrone |
| ____________________ Witness | By: ____________________(SEAL) |
| ____________________ Notary Public | Title: Mayor |
| My Commission Expires: Kathy Allgood Notary Public, Fayette County, Georgia My Commission Expires June 5, 2001 | |
| (Notarial Seal) KATHY ALLGOOD NOTARY PUBLIC FAYETTE COUNTY, GEORGIA | |

## EXHIBIT D

AFTER RECORDING, RETURN TO:
Wauka Communications, Inc.
Attn: Site Lease Coordinator
77 East Crossville Rd., Ste 310
Roswell, Georgia 30075

## MEMORANDUM OF LEASE

This Memorandum of Lease dated as of the 5 day of November, 1998 by and between CITY OF TYRONE, a Georgia municipality (Landlord") and WAUKA COMMUNICATIONS, INC. , GRID TOWERS ("Tenant").

## WITNESSETH THAT:

WHEREAS, Landlord has leased to Tenant and Tenant has leased from Landlord upon and subject to the covenants and agreements set forth in that certain Lease dated as of the 21 day of September, 1998 (the "Lease") by and between Landlord and Tenant, certain premises (the "Leased Site") that are a part of that tract of land (the "Tract") located in the County of Fayette, and State of Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant desire to record this Memorandum of Lease for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, all of which are incorporated herein and made a part hereof by reference. Without limitation, the Lease contains the following covenants and agreements between the Landlord and the Tenant, to wit;

(1) The Lease provides for an initial term of ten (10) years to commence November 5, 1998.

(2) The Lease grants the Tenant three (3) options to extend the term thereof for three (3)separate additional periods of six (6) years each;

(3) The Lease grants to Tenant certain easements for, without limitation, access and utilities in and to the Tract;

(4) Landlord may sell or lease any property not utilized by Tenant for the tower, equipment building; and

(5) Tenant may license or sublet all or any portion of the Lease Site without Landlord's prior written approval.

This memorandum of Lease is being recorded in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions thereof, and nothing herein contained is intended to or does change, modify or effect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

WITNESS the hands and seals of the undersigned as of the date and year first written above.

Signed, sealed and delivered in the presence of:

Tamara M. Ermer
Witness

Gaye A. Hogan
Notary Public

My Commission Expires: 5-29-99

(Notarial Seal)

TENANT:
Wauka Communications, Inc. dba Grid Towers

By: ______________________(SEAL)
Richard H. Stewart, President

Signed, sealed and delivered in the presence of:

Valerie C. Fowler
Witness

Kathy Allgood
Notary Public

My Commission Expires: Kathy Allgood
Notary Public, Fayette County, Georgia
My Commission Expires June 5, 2001

(Notarial Seal)

KATHY ALLGOOD NOTARY PUBLIC FAYETTE COUNTY, GEORGIA

LANDLORD:
City of Tyrone

By: ______________________(SEAL)

Title: Mayor