RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

01- R -0368

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER IN TO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH POWERTEL/ATLANTA, INC. FOR THE ADOPTION OF A MASTER LEASE AND THE USE OF PORTIONS OF EXISTING TOWER LOCATIONS AT 3280 NORTHSIDE DRIVE AND 2630 RIDGEWOOD ROAD, (CITY OF ATLANTA) TOGETHER WITH SPACE AT THE BASE OF THE LOCATION FOR EQUIPMENT CABINETS, FOR CERTAIN COMMUNICATIONS EQUIPMENT TO BE LOCATED UPON THE LEASED SPACES. ALL REVENUE GENERATED SHALL BE DEPOSITED INTO FUND, ACCOUNT AND CENTER NUMBER 1A01 462201 B00001.

WHEREAS, Powertel/Atlanta, Inc. requires antennas to provide wireless communication service to its customers; and

WHEREAS, Powertel/Atlanta, Inc. wishes to reduce the proliferation of cellular towers within the City of Atlanta; and

WHEREAS, the City of Atlanta has entered into master leases with other wireless carriers for the locating of wireless telecommunications towers and co-locating antennas upon same; and

WHEREAS, Powertel/Atlanta, Inc. wishes to enter into such master lease for the continued provision of wireless communication services within the City of Atlanta; and

WHEREAS, the City of Atlanta is the owner of the property located at 3280 Northside Drive, Atlanta, Georgia, 30305; and

WHEREAS, an existing telecommunications tower is owned and operated by another private telecommunications company at 3280 Northside Drive, Atlanta, Georgia, 30305 which is suitable for co-location; and

WHEREAS, the City of Atlanta is the owner of the property located at 2630 Ridgewood Road, Atlanta, Georgia, 30318; and

WHEREAS, an existing telecommunications tower is owned and operated by another private telecommunications company at 2630 Ridgewood Road, Atlanta, Georgia, 30318 which is suitable for co-location; and

WHEREAS, this Agreement supersedes all other agreements entered into between these two parties for the properties at issue.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee be and is hereby authorized to execute an appropriate master lease and other contractual agreements with Powertel/Atlanta, Inc. to lease a portion of the 3280 Northside Drive and 2630 Ridgewood Road, Atlanta, Georgia, 30318 properties, together with space at the base of the towers for equipment cabinets, for certain communications equipment to be located upon the leased tower space; and

BE IT FURTHER RESOLVED, that Powertel/Atlanta, Inc. shall make payment to the City in the amount of $1,000.00 per month, $12,000.00 per year per site for an initial term of five (5) years, with the option to extend the term for two additional successive five year periods; and

BE IT FURTHER RESOLVED, that a master lease substantially in the form attached hereto and other contractual agreements are hereby authorized to be executed by the Mayor, to be approved by the City Attorney as to form; and

BE IT FURTHER RESOLVED, that all revenue generated shall be deposited into fund, center account number 1A01 462201 B00001.

BE IT FURTHER RESOLVED, that this master lease and other contractual agreements shall not become binding on the City, and the City shall incur no liability upon same until such master lease and other contractual agreement has been executed by the Mayor and delivered to the contracting party; and

BE IT FURTHER RESOLVED, tenant shall not discriminate against any employee or applicant for employment because of (race, color, creed, religion, sex, domestic relationship status, sexual orientation, national origin, gender identity, age, disability, political affiliation or racial profiling.)

BE IT FINALLY RESOLVED, that the said master lease and other contractual agreements be substantially in the form attached hereto, with such further changes as may be necessary or appropriate in the City's best interest.

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this "Lease") is entered into this ____ day of _____, **2001** (the "Date of the Lease") between CITY OF ATLANTA, GEORGIA, a public body corporate and politic ("Landlord"), and POWERTEL, Inc., a Delaware corporation with offices at One Concourse Parkway, Suite 500, Atlanta, Georgia 30328.

WHEREAS, the execution of this Lease on part of the City of Atlanta has been authorized by Resolution _____, adopted by the City Council on and approved by the Mayor on _____, **2001**, copy of which Resolution is attached hereto as Exhibit D; and

WHEREAS, Tenant desires to leases portions of certain real property, buildings and other tower improvements of Landlord as provided herein.

WHEREFORE, Landlord and Tenant hereby agree as follows:

1. Definitions. As used herein, the following capitalized terms shall have the respective meanings ascribed to them below:

"Antenna Facilities" shall mean (i) radio and other communications transmitting and receiving antennas, power mounts or similar supporting mounts, cable equipment, equipment storage structures and improvements related thereto constructed or installed by Tenant and (ii) in the case of a Real Property Site, a communications tower and base constructed or installed by or on behalf of Tenant.

"Building" shall mean any building of Landlord on a Site designated by both parties for potential leasing by Tenant pursuant to this Lease.

"Building Premises" shall mean designated Premises within a Building which are leased by Tenant pursuant to a Site Lease and used for the storage and operation of communications equipment and related purposes.

"Building Site" means any Site on which the Premises consist of a portion of a Rooftop and, if applicable, Building Premises.

"Landlord Tower" shall mean any communications tower erected or constructed by or on behalf of Landlord on Site.

"Premises" shall mean that portion or those portions of any Site consisting, as the case may be, of designated portions of Real Property, the Rooftop, Building Premises and/or Landlord Tower that are leased by Tenant pursuant to a Site Lease.

"Real Property" shall mean the real property component of any Site.

"Real Property Site" means any Site on which Tenant proposes to erect or construct a communications tower to be mounted in the ground.

"Rooftop" shall mean the surface of the roof level of a Building located within and including the parapet walls and reasonable projections therefrom and as may be depicted on the appropriate exhibit to the Site Lease relating thereto.

"Sites" shall mean those locations listed on Exhibit A attached hereto and consisting of the underlying Real Property and any Buildings, Landlord Towers and other improvements thereon and appurtenances thereto.

"Site Lease" shall mean an individual Lease Agreement, to be substantially in the form of Exhibits B and C attached hereto, pursuant to which Tenant shall lease the Premises at any Site.

"Tower Site" means any Site as to which a part of the Premises consists of space located on Landlord Tower.

2. Master Lease. This Lease is a Master Lease and sets forth the basic terms and conditions upon which portions of Real Property, Buildings and Landlord Towers, as the case may be, shall be leased by Landlord to Tenant. Upon the parties' agreement as to the particular terms for the lease of the Premises at a certain Site, the parties shall insert the appropriate terms and information, execute, deliver and attach hereto a Site Lease. As to any Site and the Premises thereon, the terms and conditions of the Site Lease pertaining thereto shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of the Lease.

3. Premises. Landlord owns the Sites. Subject to the terms and conditions of this Lease and the Site Lease for each particular Site, Landlord hereby leases to Tenant the respective Premises described in each Site Lease. In the case of Real Property Sites and Tower Sites, Landlord further grants to Tenant a non-exclusive easement benefitting such Sites, for reasonable and necessary pedestrian and vehicular ingress and egress and the installation of utilities serving such Sites and improvements thereon, over other property of Landlord included in such Sites, if applicable, to be designated on an individual basis in each appropriate Site Lease.

4. Term.

a. The term of this Lease shall commence upon the execution and delivery of this Lease and shall expire at midnight on the first day after all Site Leases have expired or been terminated. The term of any particular Site Lease shall commence on the earlier of (i) the date pursuant to Section 7 below, but in no event later than the date Tenant commences construction or installation of its communications antennas or tower improvement on the Premises, or (ii) the first day after expiration of the "Due Diligence Period" as defined in Section 7 below and in the Site Lease (such earlier date being the "Commencement Date"). Unless otherwise stated in the

Site Lease, the initial term of the Site Lease shall expire at midnight on the day before the fifth (5th) anniversary of the Commencement Date thereunder.

b. Tenant shall have the right to extend each Site Lease (unless otherwise provided therein) for **three (3)** additional, five-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 and the monthly amount of Rent payable under each Site Lease shall be as provided in Section 5 hereof. Each Site Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew such Site Leases at least sixty (60) days prior to the expiration of the initial term or any Renewal Term thereunder. Notwithstanding anything to the contrary contained herein, in no event shall this Lease terminate so long as any Site Lease remains in force and effect.

c. If Tenant shall remain in possession of the Premises at the expiration of the initial term of any Site Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease and Site Lease pertaining to such Premises.

5. Rent.

a. Tenant shall pay to Landlord, commencing upon the Commencement Date of the Site Lease pertaining thereto, monthly rent ("Rent") in an amount to be negotiated separately for each individual Site Lease. Monthly Rent under any such Site Lease shall not be adjusted until the commencement of the second year of the lease as provided in Section 5(c) hereof.

b. Unless otherwise provided in a Site Lease, monthly Rent shall be payable on the first day of each calendar month, in advance, at Landlord's address specified in Section 15 below. If the initial term or any Renewal Term commences on other than the first day of a month, Rent shall be prorated for the first month for the number of days from such date of commencement to the end of the month. If a Site Lease is terminated on a day other than on the last day of a month, the Rent shall be prorated as of the date of termination.

c. Following the second year under any Site Lease, monthly Rent payable under such Site Lease during each Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such subsequent year.

d. Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

6. Permitted Use. The Premises may be used for (i) the transmission, reception and relay of communication signals, (ii) the construction, alteration, maintenance, repair, replacement and relocation of Antenna Facilities, and (iii) activities related to any of the foregoing (collectively "Tenant's Permitted Use").

7. Due Diligence Period. With respect to each Site, from and after the Date of this Lease through and including the date which is six (6) months after the date of any Site Lease executed with respect to such Site (the "Due Diligence Period"), Tenant and its agents, engineers, contractors and other representatives shall have the right to enter upon the subject Site to inspect, examine, conduct soil borings, drainage testing, material sampling and conduct any other geological or engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for Tenant's Permitted Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those, things on or off the Site that, in the opinion of Tenant, are necessary to determine the physical condition and history of the Site, Landlord's title to the Site and the feasibility or suitability of the Site for Tenant's Permitted 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 Site, whether or not such defect or condition is disclosed by Tenant's inspection. If in the sole and absolute opinion of Tenant, the Premises located at the subject Site are not suitable for Tenant's intended use or Tenant determines that the operation of a communications facility on or within such Premises would not be in Tenant's best interests, Tenant shall have the right at any time prior to the expiration of the Due Diligence Period to terminate the Site Lease pertaining thereto by sending written notice of termination to Landlord. Thereafter, neither Landlord nor Tenant shall have any further obligation or liability under such Site Lease except as otherwise provided herein or therein.

8. Interference.

a. Tenant shall not use any Premises in any way that interferes with the use of the pertinent Site by: (i) Landlord, (ii) tenants or licensees of Landlord lawfully using or occupying the Site on the date of the Site Lease relating thereto ("Existing Tenants"). Landlord hereby acknowledges that Tenant's use of the Premises for Tenant's Permitted Use shall not constitute an impermissible interference by Tenant.

b. Landlord shall not use, nor shall Landlord permit its existing or future tenants, licensees, employees, invitees or agents to use, any portion of any Site or Landlord's other properties in any way which interferes with the operations of Tenant. Tenant hereby acknowledges that the uses of the Site referred to in Section 8(a) shall **not** constitute an impermissible interference by Landlord. In the event that impermissible interference to Tenant's operations occurs, Landlord agrees to take all reasonable and lawful action necessary to eliminate such interference within forty-eight (48) hours of notice thereof. Landlord further acknowledges that, in the event of interference with Tenant's operations which is not timely cured, Tenant may terminate the affected Site Lease.

c. Based upon information which shall be supplied by Landlord prior to the execution of any Site Lease, Tenant will evaluate the possibility that the addition of the Tenant Facilities would cause the Site to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. Upon a finding that the Tenant Facilities would not violate the MPE, Tenant shall so notify the Landlord in writing. Tenant shall operate the Antenna Facilities in a manner that will not cause the Site to exceed the FCC specified MPE. Subsequent to the installation of the Antenna Facilities, Landlord shall not permit itself, its lessees, licensees or tenants to install new equipment on the Premises or property contiguous thereto owned or controlled by Landlord, if such equipment will cause the Site to exceed the MPE limits for the Site. In the event excess radiated power densities occur, upon written notice of such a condition, Landlord agrees to take or to cause any subsequent lessee, licensee or tenant whose use of the Site results in the FCC specified MPE limits being exceeded to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event such excess radiated power densities are not timely remedied, Tenant may terminate the affected Site Lease and/or pursue any other remedies available under this Lease, at law and/or in equity.

9. Improvements; Utilities; Access.

a. Tenant or its affiliates shall have the right, at its expense, to install, construct and maintain on the Premises from time to time the Antenna Facilities. Tenant shall have the right to modify, supplement, replace, upgrade or relocate the Antenna Facilities within the Premises at any time during the term of the Site Lease relating thereto as it may be extended. All work by Tenant shall be performed in compliance with applicable laws and ordinances. Tenant is not authorized to contract for or on behalf of Landlord for work on, or for the furnishing of materials to any Premises or any other part of any Site, and Tenant shall discharge, by payment, bond or otherwise and shall record such discharge with thirty (30) days subsequent to the date of its receipt of notice there of from Landlord, any mechanic's, laborer's or similar lien filed against any Premises or any Site for work or materials claimed to have been furnished at the instance of Tenant. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Lease, the term of the relevant Site Lease and following any termination of the Site Lease or of this Lease. Any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of the Site Lease pertaining to such property shall, upon the expiration of said ninety (90) day period, become the property of Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto; provided, however, that if Tenant shall fail to remove the Antenna Facilities within the first sixty (60) days of the aforementioned ninety (90) day period, then Landlord shall give written notice (expressly stating the date upon which the ninety (90) day period will expire) of such failure both to Tenant and to any other party for which Tenant has given notice to this subsection, Tenant shall have, and Landlord hereby grants to Tenant, with respect to any Real Property site or Tower Site, a temporary construction easement to use portions of Landlord's property reasonably necessary for the storage of materials and staging of construction. Tenant shall restore any disturbed property to a condition which is the same as or similar to its condition prior to disturbance, normal wear

and tear excepted.

b. Tenant shall, at Tenant's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of the Site Lease pertaining thereto. Upon termination of the applicable Site Lease, Tenant will return the subject Premises and all improvements thereon not removed by Tenant in the same or better condition as on the Commencement Date, reasonable wear and tear and damage caused by third-parties excepted.

c. Tenant shall pay any incremental, additional utilities charged to the Site as a result of Tenant's use of the Premises. Tenant shall have the right, at Tenant's expense to install utilities within each Site and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators).

d. Landlord shall provide Tenant ingress and egress to and from the Premises adequately to service the Premises, the Antenna Facilities and all utility facilities serving the Premises at all times during the term of the Site Lease applicable thereto. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises, the Antenna Facilities, and such utility facilities, and shall have all additional rights of access and ingress and egress to and from each Premises and provided in the Site Lease pertaining thereto.

e. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including without limitation construction of a fence, provided that access of any other tenant to its own facilities shall not be restricted. In the case of a Building Site where the Premises are comprised, in part, of Building Premises, Tenant shall have the right to install, in certain areas of the Building as reasonably determined by Landlord and Tenant, conduit and sleeving connecting the Rooftop and Building Premises and servicing the Antenna Facilities.

f. Tenant shall be entitled and authorized to seek, apply for and otherwise request whatever zoning, application, permitting or regulatory exemptions that may now or hereafter be required by or available to Tenant on account of, or as a result of, the Sites and any improvements thereon being owned by Landlord, which is a public body corporate and politic; provided, however, that Landlord make no representations or warranty herein as to Tenant's ability to receive any such exemption.

g. With respect to any Tower Site, if Tenant shall determine that reinforcement, refurbishment or other improvement to the Landlord Tower is necessary for the property and effective installation and operation of Antenna Facilities, Tenant shall be entitled, at Tenant's sole cost and expense, to make such reinforcement, refurbishment, or other improvement to the Landlord Tower; provided, however, that Tenant shall not in so doing injure or damage the Landlord Tower or interfere with Landlord's operations at the relevant Tower Site. Any such reinforcement, refurbishment or other improvement not a part of the Antenna Facilities will become the property of the Landlord.

h. Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC, provided that if the requirement for compliance results from the Antenna Facilities, or if the Site is a Real Property Site, then Tenant shall pay for such reasonable costs and expenses (including for any lighting automated alarm system). Should Tenant be cited because the Site is not in compliance and, should Landlord fail to cure the conditions of noncompliance after receiving written notice and seven (7) days opportunity to cure, Tenant may either terminate the affected Site Lease or proceed to cure the conditions of noncompliance at Landlord's expense, the reasonable cost of which may be deducted from the Rent. If lighting requirements apply and a lighting automatic alarm system has been installed by Landlord, Landlord shall allow Tenant to bridge-in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Landlord's alarm. Tenant shall be responsible for the cost and expense of maintaining the bridge or parallel alarm.

10. Termination. Except as otherwise provided therein, a Site Lease may be terminated, without any penalty or further liability to the terminating party, as follows:

a. by Landlord if Tenant fails to cure a default for payment of amounts due under such Site Lease within fifteen (15) days after Tenant's receipt of written notice of default from Landlord;

b. by either party if the other party defaults (other than a default described in Section 10.a above) and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, but not within such 30-day period, the Site Lease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecuted such cure to completion as promptly as possible;

c. by Tenant upon sixty (60) days written prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or Governmental Approval necessary for the construction or operation of the Antenna Facilities or Tenant's actual or intended us of the Premises under such Site Lease; or

d. by Tenant upon sixty (60) days prior written notice without further liability, if Tenant determines, in its reasonable discretion exercised in good faith, that based on (i) interference with use of the Premises resulting from the acts of any third party (other than Landlord's tenants, licensees, employees, invitees or agents), an act of God, or from other natural forces, or (ii) changes in system design, system usage patterns, or technology, Tenant's use of the Antenna Facilities (as the same may have been modified from time to time) on the subject Premises is no longer consistent with the optimal operation of Tenant's communications system.

e. The termination of any one or more Site Leases shall not affect Tenant's obligations for the payment of monthly Rent for the remaining and active Site Leases under Section 5.a hereof.

11. Casualty and Condemnation..

a. If at any time during the term of any Site Lease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Tenant's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises leased or licensed under such Site Lease shall be damage and/or destroyed by fire or other casualty, then Tenant may terminate such Site Lease by providing written notice to Landlord, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Tenant shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent thereunder, to be apportioned as of the termination date.

b. If at any time during the term of any Site Lease all or "substantially all" (as described in the preceding subsection 11(a) of the Premises or the Improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Tenant may terminate such Site Lease by providing written notice to Landlord, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent thereunder shall be apportioned as of said date and reimbursed to Tenant. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, such Site Lease shall continue and each of Landlord and Tenant shall be entitled to pursue their own separate awards with respect to such taking.

12. Taxes. For each Site that is subject to a Site Lease, Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities located thereon. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Site. However, Tenant shall pay, as additional rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish necessary and reasonable documentation evidencing the same.

13. Insurance and Subrogation.

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of $1,000,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Tenant.

b. [Reserved.]

14. Hold Harmless. Tenant agrees to indemnify, defend and hold Landlord harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of this Lease or any Site Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Landlord, to:

City of Atlanta
Department of Administrative Services
69 Mitchell Street, S.W.
Suite 3250
Atlanta, Georgia 30335-0303
Attention: Commissioner Herbert McCall

With a copy to:

City of Atlanta
Law Department
68 Mitchell Street, S.W.
Suite 4100
Atlanta, Georgia 30335-0303
Attention: City Attorney Susan P. Langford

If to Tenant, to:

Powertel, Inc.
One Concourse Parkway
Suite 500
Atlanta, Georgia 30328
Attention: Amy C. Hogan

With copy to:

Powertel
One Concourse Parkway
Suite 500
Atlanta, Georgia 30328
Attention: Amy C. Hogan

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that (i) it has full right, pcwer and authority to execute this Lease and each Site Lease and has the power to grant all rights hereunder and thereunder; (ii) it has good, marketable and unencumbered title to the Sites free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of Premises; (iii) its execution and performance of this Lease and each Site Lease will not violate any laws, ordinances, covenants, or the provision of any mortgage, lease or other agreement binding on Landlord; (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; and (v) if the Premises at any given Site are encumbered by a deed to secure debt, mortgage or other security interest, Landlord will use its best efforts to provide promptly to Tenant a Subordination, Non-Disturbance and Attornment Agreement with respect to such Site in the form substantially similar to Exhibit C hereto or such other mutually acceptable form, duly executed by the holder of such security instrument.

17. Environmental Laws. As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Law.

Tenant represents, warrants and agrees that it will conduct its activities on each Site in compliance with all applicable Environmental Laws. Landlord represents, warrants and agrees that is has in the past and will in the future conduct its activities on each Site in compliance with all applicable Environmental Laws and that each Site is free of prohibited levels of any Hazardous Substance as of the date of this Lease.

Landlord shall conduct any investigation and remediation as required by any Environmental Laws or common law of, all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on any Site.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on any Site or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Tenant's activities on such Site.

The indemnifications in this Section specifically include costs incurred in connection with any investigation of Site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease and of any Site Lease.

18. Assignment and Subleasing. Tenant may assign this Lease and any Site Lease and its other rights hereunder and thereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is licensed by the Federal Communications Commission, or its successor, to operate a wireless communications business; is a parent, subsidiary or affiliate of Tenant; controls or is controlled by or under controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of an assignment, Tenant shall be relieved of all future performance, liabilities and obligations under the relevant Site Lease. Except as set forth in this Section 18, Tenant shall not assign this Lease or any Site Lease without Landlord's consent, which shall not be unreasonably withheld or delayed.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in Tenant's interest, rights or estate under this Lease, any Site Lease and the Antennas Facilities, and may assign this Lease, any Site Lease and the Antenna Facilities to any such mortgagees or holders of security interest including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease and any Site Lease so assigned. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees simultaneously to notify in writing Tenant and a Mortgagee of Tenant having first priority as to Tenant's leasehold interest and which has requested notice from Landlord of any default by Tenant and to give such Mortgagee the same right to cure any default as Tenant, except that the cure period for such Mortgagee shall not be less than ten (10) days after the receipt of the default notice. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease or any Site Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

19. [Reserved.]

20. [Reserved.]

21. Successors and Assigns. This Lease shall run with the Sites and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning any Antenna Facilities or any portion of this Lease and each Site Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of any Antenna Facilities from time to time in Tenant's sole discretion. Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes

and financial security agreements for the financing of the Antenna Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral pursuant to the terms of this Lease; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

23. Miscellaneous.

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section 23(a) and any other provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by in-house counsel and staff to the prevailing or indemnified part. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice. In no event shall the liability of Landlord or Tenant under this Lease or any Site Lease include damages for lost profits, consequential or punitive damages.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. Each Site Lease, which shall incorporate the terms hereby by reference, shall constitute the entire agreement and understanding of the parties with respect to the Site that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. Each Site Lease shall be a separate contract and the occurrence of any default thereunder shall not be deemed to constitute a default under any other Site Lease. There are no representations or understandings of any kind not set forth herein or in the Site Leases. Any amendment to this Lease or any Site Lease must be in writing and executed by both parties.

d. Each party agrees to cooperate with the other in executing any documents (including a Short Form of Lease) necessary to protect its rights under this Lease and any Site Lease. Unless the laws of the state in which any given Site is located prohibit the recordation of a memorandum of lease, neither party shall record this Lease or the Site Lease pertaining thereto, but may record, in lieu thereof, the aforementioned Short Form of Lease. In the event of a recordation prohibition described above, either party may record this Lease, such Site Lease or both.

e. This Lease and each Site Lease shall be governed and construed in accordance with the internal laws of the State of Georgia.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

g. If Landlord fails to perform any of its obligations under this Lease or any Site Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Tenant, Tenant may, at its option without obligation and in addition to any other rights or remedies available to Tenant hereunder or under applicable law, thereafter perform such obligation or other appropriate curative action on behalf and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith, and Landlord shall, on demand, pay Tenant the amount so paid by Tenant. If Landlord fails to pay Tenant such costs after an additional thirty (30) days notice to Landlord, Tenant may withhold the amount of such costs from installments of Rent next falling due under such Site Lease.

h. The parties shall endeavor to utilize alternative forms of dispute resolution, including but not limited to mediation or neutral evaluation to resolve all disputes and claims for damages relating in any way to the performance, interpretation, validity or breach of this Lease.

i. Landlord shall provide Tenant with such information regarding each potential Site which it operates as may be necessary for Tenant to evaluate the usefulness of such potential Site for its purposes.

j. Compliance with Laws, Licenses and Permits. The Tenant shall comply with: (i) all applicable laws, rules, regulations, orders, writs, decrees and judgments (including, but not limited to, those of the FCC and any other federal, state, agency or authority of competent jurisdiction); and (ii) all valid local laws and all valid rules, regulations, orders, or other directives of the City of Atlanta issued pursuant to this Lease and each Site Lease executed hereunder. The Tenant shall have the sole responsibility for obtaining all Governmental Approvals, permits, licenses and other forms of approval or authorization necessary to construct, install, operate, upgrade, repair maintain and remove Antenna Facilities or associated structures; provided, however, that Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

k. Non-Discrimination. Tenant agrees that, during the term of this Lease and each Site Lease, and any extensions thereof, it is bound by and will comply with the Equal Employment Opportunity (EEO) provisions and Equal Business Opportunity (EBO) provisions of Part Two of the Code of Ordinances of the City of Atlanta, as if said provisions were set forth at length in the body of this agreement. Tenant further agrees that it shall comply with the City of Atlanta's requirements for contractors with respect to First Source Jobs and Business non-discrimination.

Be it further resolved, tenant shall not discriminate against any employee or applicant for employment because of (race, color, creed, religion, sex, domestic relationship status, sexual orientation, national origin, gender identity, age, disability, political affiliation or

racial profiling.)

l. Effect of Agreement. This Lease shall not become binding upon Landlord, and Landlord shall incur no liability hereunder until executed and delivered to the Tenant.

m. Landlord may from time to time as may be appropriate, update the Exhibit A, List of Landlord's Sites, which updated list of Sites shall be deemed incorporated in this Lease upon receipt by Tenant.

o. This Lease may be executed in several counterparts, each of which shall be an original and all of which when taken together constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

The parties entered into this Lease as of the date first stated above.

LANDLORD:

Signed, sealed and delivered
in the presence of

Unofficial Witness

_____
Notary Public

My Commission Expires:

_____
[NOTARIAL SEAL]

CITY OF ATLANTA

BY:_____
Its: _____

ATTESTED:

BY: _____

RECOMMENDED:

_____
Commissioner, Department of
Administrative Services

RECOMMENDED:

_____
Chief of Staff

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney

APPROVED:

_____
Chief Financial Officer

TENANT:

POWERTEL, INC.

BY:_____
Name:_____
Title:_____

ATTEST:

BY:_____
Name:_____
Title:_____

EXHIBIT A

TO THE MASTER LEASE AGREEMENT
DATED _____, 2001,
BETWEEN CITY OF ATLANTA, AS LANDLORD,
AND POWERTEL, INC., as Tenant

LIST OF LANDLORD SITES

The Sites described in Section 1 of the Lease are as follows:

1. Hartsfield International Airport (police tower)
2. Chastain Park
3. Fire Station 26
4. Atlanta Memorial Park
5. Chester Avenue
6. Anderson Park
7. Fire Station 21
8. Center Hill Park
9. Fire Station 30
10. Ben Hill Fire Station
11. Huff Road
12. 675 Ponce de Leon
13. 68 Mitchell Street
14. 1370 Howell Mill Road
15. 200 Dilbeck Place
16. 3280 Northside Drive
17. 7680 Benwell Road
18. English Park
19. 2630 Ridgewood Road

EXHIBIT B

TO THE MASTER LEASE AGREEMENT
DATED _____, 2000
BETWEEN CITY OF ATLANTA, AS LANDLORD
AND POWERTEL, INC.

Cell Site ID: _____ City Site Name: _____
State: Georgia Site Latitude/Longitude: _____
City: Atlanta

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this ___ day of _____, 2000, between the City of Atlanta, a body corporate and politic ("Landlord"), and Powertel, Inc., a Delaware corporation ("Tenant").

Incorporation of Master Lease. This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated _____, 2000 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: [3280 Northside Drive, Atlanta, Georgia, 30305, legal description attached as Exhibit B-1.]

Term. The initial term of this Lease shall commence and expire as set forth in Section 4 of the Master Lease. The Commencement Date is _____.

Rent. Rent hereunder shall be payable monthly in the amount of $ 1,000.

Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefitting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or

recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements

Landlord Contract for Emergency: Chic Vossen; Chief Management Analyst (404) 330-6414.

Tenant Contact for Emergency: _____

The parties have entered into this Lease as of the date first stated above.

LANDLORD:

Signed, sealed and delivered in the presence of

CITY OF ATLANTA

BY: _____
Its: _____

Unofficial Witness

ATTESTED:

Notary Public

BY: _____

My Commission Expires:

[NOTARIAL SEAL]

RECOMMENDED:

RECOMMENDED:

Commissioner, Department of Administrative Services

Chief of Staff

APPROVED AS TO FORM

APPROVED

Senior Assistant City Attorney

Chief Financial Officer

TENANT:

POWERTEL, INC.

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

Legal Description
Blacklands Site, City of Atlanta

Land Lot 157 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly side of Northside Parkway (New Marietta Highway), One Hundred Sixty-seven and two-tenths (167.2) feet Westerly from Rodenhaven Drive, as measured along the southerly side of Northside Parkway, and running thence south, Two Hundred Twenty-eight and One-tenth (228.1) feet to an iron pin; running thence east at an interior angle of 270 degrees 12 minutes with the last preceding course, One Hundred Twenty-five and two-tenths (125.2) feet to an iron pin; running thence south at an interior angle of 89 degrees 35 minutes with the last preceding course, Two Hundred Five and Two-tenths (205.2) feet to an iron pin; running thence west at an interior angle of 90 degrees 01 minutes with the last preceding course, Two Hundred Forty-four and Six-tenths (244.6) feet to an iron pin; running thence northerly, Four Hundred Twenty-three and four-tenths (423.4) feet to an iron pin and the southerly side of Northside Parkway; running thence easterly along the southerly side of Northside Parkway, One Hundred Forty-five and Five-tenths (145.5) feet to the point of beginning, being more particularly shown on survey prepared by C E Ruppe, Engineer, dated March 12, 1964.

EXHIBIT B-1

EXHIBIT C

TO THE MASTER LEASE AGREEMENT
DATED _____, 2000
BETWEEN CITY OF ATLANTA, AS LANDLORD
AND POWERTEL, INC.

Cell Site ID: _____ City Site Name: _____
State: Georgia Site Latitude/Longitude:_____
City: Atlanta

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this ___ day of _____, 2000, between the City of Atlanta, a body corporate and politic ("Landlord"), and Powertel, Inc., a Delaware corporation ("Tenant").

Incorporation of Master Lease. This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated _____, 2000 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: [2630 Ridgewood Road, Atlanta, Georgia, 30318, legal description attached as Exhibit C-1.]

Term. The initial term of this Lease shall commence and expire as set forth in Section 4 of the Master Lease. The Commencement Date is _____.

Rent. Rent hereunder shall be payable monthly in the amount of $ 1,000.

Special Access Arrangements. Landlord hereby grants to Tenant a

non-exclusive easement benefitting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements

Landlord Contract for Emergency: Chic Vossen; Chief Management Analyst (404) 330-6414.

Tenant Contact for Emergency: _____

The parties have entered into this Lease as of the date first stated above.

LANDLORD:

Signed, sealed and delivered in the presence of

CITY OF ATLANTA

BY: _____

Its: _____

Unofficial Witness

ATTESTED:

Notary Public

BY: _____

My Commission Expires:

[NOTARIAL SEAL]

RECOMMENDED:

RECOMMENDED:

Commissioner, Department of Administrative Services

Chief of Staff

APPROVED AS TO FORM

APPROVED

Senior Assistant City Attorney

Chief Financial Officer

TENANT:

POWERTEL, INC.

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

LEGAL DESCRIPTION
15' Utility and Access Easement

All that tract or parcel of land lying in Land Lot 231, of the 17th District, of Fulton County, Georgia, - a utility and access easement 15 feet wide, lying 7.5 feet on either side of the centerline, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at a point along the Western right-of-way line to the land lot line common to land lots 231 and 232.

THENCE along Ridgewood Road (50' R/W), South 15 degrees 03 minutes 29 seconds East a distance of East of 203.76 feet to a point on the centerline of said easement, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established,

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 180.94 feet to a point;

THENCE South 72 degrees 18 minutes 36 seconds West a distance of 231.93 feet to a point;

THENCE South 73 degrees 12 minutes 00 seconds West a distance of 279.74 feet to a point;

THENCE South 77 degrees 27 minutes 50 seconds West a distance of 105.02 feet to a point;

THENCE South 81 degrees 34 minutes 07 seconds West a distance of 355.27 feet to a point;

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 199.26 feet to a point;

THENCE South 80 degrees 26 minutes 07 seconds West a distance of 119.87 feet to a point;

THENCE South 65 degrees 23 minutes 52 seconds West a distance of 111.06 feet to a point and the termination of the easement.

Said tract of land being shown on and described according to that certain plat titled "Wesley" Site No. AT0173C for Pacific 17, Inc., by Landair Surveying, Inc., dated May 09, 2000, and bearing the seal of H. Tate Jones GA. RLS No. 2339, which survey is hereby made part of this legal description by this reference.

LEGAL DESCRIPTION
Lease Tract

All that tract or parcel of land lying in Land Lot 231, of the 17th District, of Fulton County, Georgia, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at a point along the Western right-of-way line to the land lot line common to land lots 231 and 232.

THENCE along Ridgewood Road (50' R/W), South 15 degrees 03 minutes 29 seconds East a distance of East of 203.76 feet to a point;

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 180.94 feet to a point;

THENCE South 72 degrees 18 minutes 36 seconds West a distance of 231.93 feet to a point;

THENCE South 73 degrees 12 minutes 00 seconds West a distance of 279.74 feet to a point;

THENCE South 77 degrees 27 minutes 50 seconds West a distance of 105.02 feet to a point;

THENCE South 81 degrees 34 minutes 07 seconds West a distance of 355.27 feet to a point;

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 199.26 feet to a point;

THENCE South 80 degrees 26 minutes 07 seconds West a distance of 119.87 feet to a point;

THENCE South 65 degrees 23 minutes 52 seconds West a distance of 111.06 feet to a point, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established,

THENCE North 04 degrees 39 minutes 57 seconds West a distance of 8.06 feet to a point;

THENCE South 85 degrees 20 minutes 07 seconds West a distance of 34.00 feet to a point;

THENCE South 04 degrees 39 minutes 57 seconds East a distance of 20.00 feet to a point;

THENCE North 85 degrees 20 minutes 07 seconds East a distance of 34.00 feet to a point;

THENCE North 04 degrees 39 minutes 57 seconds West a distance of 11.94 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land containing 680 square feet and being shown on and described according to that certain plat titled "Wesley" Site No. AT0173C for Pacific 17, Inc., by Landair Surveying, Inc., dated May 09, 2000, and bearing the seal of H. Tate Jones GA. RLS # 2339, which survey is hereby made part of this legal description by this reference.

LEGAL DESCRIPTION
Powertel Lease Tract

All that tract or parcel of land lying in Land Lot 231, of the 17th District, of Fulton County, Georgia, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at a point along the Western right-of-way line to the land lot line common to land lots 231 and 232.

THENCE along Ridgewood Road (50' R/W), South 15 degrees 03 minutes 29 seconds East a distance of East of 203.76 feet to a point;

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 180.94 feet to a point;

THENCE South 72 degrees 18 minutes 36 seconds West a distance of 231.93 feet to a point;

THENCE South 73 degrees 12 minutes 00 seconds West a distance of 279.74 feet to a point;

THENCE South 77 degrees 27 minutes 50 seconds West a distance of 105.02 feet to a point;

THENCE South 81 degrees 34 minutes 07 seconds West a distance of 355.27 feet to a point;

THENCE South 74 degrees 26 minutes 08 seconds West a distance of 199.26 feet to a point;

THENCE South 80 degrees 26 minutes 07 seconds West a distance of 119.87 feet to a point;

THENCE South 65 degrees 23 minutes 52 seconds West a distance of 111.06 feet to a point,

THENCE North 04 degrees 39 minutes 57 seconds West a distance of 8.06 feet to a point;

THENCE South 85 degrees 20 minutes 07 seconds West a distance of 34.00 feet to a point;

THENCE South 04 degrees 39 minutes 57 seconds East a distance of 20.00 feet to a point;

THENCE North 85 degrees 20 minutes 07 seconds East a distance of 34.00 feet to a point;

THENCE North 04 degrees 39 minutes 57 seconds West a distance of 11.94 feet to a point;

THENCE a tie line, North 43 degrees 11 minutes 29 seconds East a distance of 7.23 feet to a point, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established,

THENCE South 79 degrees 53 minutes 28 seconds East a distance of 4.90 feet to a point;

THENCE North 86 degrees 28 minutes 31 seconds East a distance of 12.99 feet to a point;

EXHIBIT C-1

THENCE South 25 degrees 17 minutes 14 seconds East a distance of 13.27 feet to a point;

THENCE South 60 degrees 51 minutes 187 seconds West a distance of 10.79 feet to a point;

THENCE South 84 degrees 49 minutes 01 seconds West a distance of 12.41 feet to a point;

THENCE North 05 degrees 10 minutes 59 seconds West a distance of 18.51 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land containing 332 square feet and being shown on and described according to that certain plat titled "Wesley" Site No. AT0173C for Pacific 17, Inc., by Landair Surveying, Inc., dated May 09, 2000, and last revised on May 26, 2000, and bearing the seal of H. Tate Jones GA. RLS # 2339, which survey is hereby made part of this legal description by this reference.

EXHIBIT C-1

1000 Holcomb Woods Parkway • Suite 120 • Roswell, GA 30076
770.730.9950 • Toll free: 877.730.9950 • Fax: 770.730.0667