

200
Belmont Hills

Form Approved
TSLLP
WWS 2/15/00

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease"), is made and entered into on this 16 day of march, 2000, by and between CITY OF SMYRNA, GEORGIA, a municipality of the State of Georgia (the "LESSOR"), and VODAFONE AIRTOUCH LICENSES LLC, a Delaware limited liability company, successor by merger to AirTouch Cellular of Georgia, a Nevada corporation (the "LESSEE").

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of that certain parcel of land (the "LESSOR's Property") located in Cobb County, Georgia, as is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of LESSOR's Property (the "Leased Premises"), being approximately located as shown and highlighted in red on Exhibit "A1" attached hereto and incorporated herein by reference, and all improvements, if any, located thereon, and, in connection therewith, LESSOR desires to grant to LESSEE and LESSEE desires to obtain from LESSOR certain easements for access, ingress and egress and utilities.

NOW, THEREFORE, in consideration of the premises and of the mutual obligations, agreements, representations and warranties herein contained, the parties hereby agree to the following terms, covenants and conditions:

1. LEASE OF THE PROPERTY AND EASEMENT FOR TERM

A. Upon the terms and conditions hereinafter set forth, LESSOR hereby lets, leases and demises to LESSEE and LESSEE leases and accepts from LESSOR the Leased Premises, together with all improvements, if any, located thereon. LESSOR also hereby grants and conveys to LESSEE, a nonexclusive easement for the Term (as hereinafter defined) of this Lease for ingress and egress (seven [7] days a week, twenty-four [24]

hours a day) over, upon, across and along a twenty-foot (20') wide easement over LESSOR's Property extending from the Leased Premises to a public right-of-way, such easement being more particularly depicted on Exhibit "A2" attached hereto and by reference made a part hereof, and a nonexclusive easement for the Term of this Lease for the installation, construction, and maintenance of utility wires, cables, conduits and pipes in, over, under, upon and across a ten-foot wide (10') easement over LESSOR'S Property extending from the Leased Premises to a public right-of-way, along such routes and in such locations as are more particularly depicted on Exhibit "A3" attached hereto and by reference made a part hereof; provided, however, should LESSEE be unable to secure utility services via the easement described herein, or should ingress and egress be limited for any reason as determined by LESSEE, LESSOR agrees to grant to LESSEE additional utility and/or access easements as required to make the Leased Premises usable for the lease purposes described herein, the location of such easements to be determined by LESSOR in its reasonable good faith discretion and approved by LESSEE; and provided further, however, should LESSEE be unable to use the initial easement for the purposes for which it is secured, LESSEE shall abandon such initial easement and confirm such abandonment by executing and delivering to LESSOR a recordable Quitclaim Deed releasing all of its interest in such easement. The Leased Premises and the aforesaid

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improvements, if any, easements and appurtenances are hereinafter collectively referred to as "Property."

B. LESSOR and LESSEE hereby agree that the Property shall be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey shall then replace Exhibit "A1," Exhibit "A2" and Exhibit "A3" and become a part hereof.

C. LESSOR acknowledges and agrees that, in order to make the Property useable by LESSEE, LESSEE shall need to construct certain improvements on, upon and across the Property. Specifically, LESSEE may need grade or improve the access easement and may need to park vehicles (including heavy equipment) upon portions of LESSOR's Property adjoining the Leased Premises for a period of time not to exceed one hundred twenty (120) days from the date of the ground breaking for the construction of LESSEE's improvements. LESSEE and LESSOR agree to work cooperatively and in good faith together in order to minimize any disruption to LESSOR of the use of LESSOR's Property and in order to permit LESSEE to install its facilities in an expeditious and commercially reasonable manner.

2. TERM: OPTIONS TO RENEW

A. The initial term of this Lease shall be for a period of five (5) years beginning on the first (1st) day of February 1, 2000 ("Commencement Date") and terminating on January 31, 2005, unless sooner terminated pursuant to the provisions hereof and subject to the options to renew hereinafter set forth (the "Initial Term"). The last party executing the Lease shall insert as the Commencement Date the first day of the first month following such execution.

B. Upon the expiration of the Initial Term or any renewal Term, as the case may be, this Lease shall automatically renew and continue in full force and effect upon the same covenants, terms and conditions for up to four (4) additional successive five (5) year periods each, until and unless terminated by LESSEE giving to

LESSOR written notice of its intention to terminate as provided in Article 5 of this Lease. The Initial Term and any subsequent renewal Term that may become effective are herein referred to as the "Term."

C. Should this Lease remain in full force and effect at the end of the Term of this Lease (as so renewed), this Lease shall continue in force and effect upon the same covenants, terms and conditions for a further period of one (1) year, and for successive annual periods thereafter, until and unless terminated by either party giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the date of expiration of the then current Term of this Lease. Rental adjustments shall be made during any such additional period(s) pursuant to the provisions of Section 3B. hereof.

3. RENT

A. In consideration of the lease of the Property by LESSOR to LESSEE, LESSEE shall pay LESSOR "Rent" commencing as follows: From the first day of the first month following the earlier of (i) the date of Final Zoning Approval (as defined in Article 4 hereof; or (ii) one hundred twenty (120) days after the Commencement Date (such earlier date being the "Rent Commencement Date"), the sum of \$12,000.00 per year, which shall be due and payable in equal monthly installments.

The foregoing amount (as the same may be adjusted as hereinafter provided) is hereinafter referred to as "Rent," and is payable in advance commencing upon the Rent Commencement Date and continuing on the first day of each calendar month thereafter, to LESSOR or to such other person, firm or entity as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date.

B. There shall be an adjustment of the Rent beginning on the first anniversary of the Commencement Date and again on each one year anniversary thereafter

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(such dates being hereinafter referred to as an "Adjustment Date"). Such adjustments shall result in the Rent being increased to one hundred three percent (3%) of the Rent payable immediately preceding such Anniversary Date. By way of example, Rent shall be increased to the sum of \$12,360.00 per year upon the first Adjustment Date and to the sum of \$12,730.80 per year upon the second Adjustment Date. Such sums shall continue to be due and payable upon the same terms and conditions as the Rent during the Initial Term.

4. USE OF THE PROPERTY

A. LESSEE may use the Property for the purpose of constructing, maintaining, securing and operating a communications facility for colocation purposes, including required antennas, and for any other uses which are incidental thereto, or for any other lawful purpose. A security fence shall be placed around the perimeter of the Leased Premises. LESSEE may, at LESSEE's sole expense, construct LESSEE's facility on the Property to meet LESSEE's needs and LESSEE shall maintain the Leased Premises in a reasonable condition throughout the Term, reasonable wear and tear and damage from casualty and condemnation excepted.

B. LESSEE's obligations hereunder are expressly conditioned upon LESSEE's obtaining all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority and/or any easements which are required from LESSOR and any third parties (collectively the "Approvals"). LESSOR shall cooperate with LESSEE, but at no expense to LESSOR, in its efforts to obtain the Approvals, and LESSOR shall take no action which will adversely affect the status of the Property with respect to LESSEE's proposed uses thereof. If (i) any application by LESSEE for any one of the Approvals is finally denied, rejected, canceled, or expires, or lapses or is otherwise withdrawn or terminated, or (ii) if, due to technological changes or for

any other reason, LESSEE, in its sole discretion, determines that it will be unable to use the Property for LESSEE's intended purposes, or (iii) if there shall exist any matters affecting LESSOR's title to the Property which prevents LESSEE from using the Property for LESSEE's intended purposes, then LESSEE shall have the right to immediately terminate this Lease. The date on which LESSEE shall have obtained all necessary Approvals is herein referred to as the date of "Final Zoning Approval."

5. TERMINATION

Notice of LESSEE's exercise of its right to terminate this Lease shall be given to LESSOR as provided in Article 13 hereof. Upon LESSOR's receipt of such a termination notice, this Lease shall terminate, and, unless LESSEE has failed to remove its improvements from the Leased Premises, such termination shall relieve both parties of any further rights, duties, obligations or liabilities under this Lease.

LESSEE, upon the expiration or termination of this Lease, shall, within one hundred twenty (120) days from the date of expiration or termination, remove its personal property, fixtures, building and security fence from the Leased Premises and shall restore the Leased Premises to as near its original condition as is reasonably practicable, reasonable wear and tear and damage from casualty or condemnation excepted. Notwithstanding anything to the contrary contained herein, the provisions of Articles 7, 8, 9 and 11 hereof shall continue in full force and effect until the earlier of (i) that date which is one hundred twenty (120) days from the date of expiration or termination of the Lease; or (ii) that date upon which LESSEE has completed the removal of its personal property, fixtures, building, and security fence and the restoration of the Leased Premises in accordance with this Article 5. Upon the occurrence of (i) or (ii), all LESSEE's and LESSOR's rights, duties, obligations or

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liabilities hereunder shall cease and be without further force or effect.

6. ASSIGNMENT AND SUBLETTING

LESSEE may voluntarily assign or encumber its interest in this Lease or in the Property, or sublease all or any part of the Property, by giving written notice to LESSOR. Provided any assignee or successor of LESSEE shall agree in writing to assume and perform all of the terms and conditions of this Lease on LESSEE's part to be performed from and after the effective date of such assignment, such assignment shall operate to release LESSEE of its liabilities and obligations arising hereunder after the date of such assignment.

7. FIRE OR OTHER CASUALTY; CONDEMNATION

A. In the event any improvements constructed by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall have the right either to terminate this Lease by giving written notice thereof to LESSOR within sixty (60) days after such fire or other casualty or to repair, reconstruct and restore such improvements. In the event LESSEE elects to repair, reconstruct or restore such improvements, Rent shall abate during the period of repair or reconstruction in the same proportion to the total Rent as the portion of the improvements rendered unusable bears to the entire improvements.

B. LESSOR expressly agrees that (if reasonably required) during any period of repair, restoration or reconstruction, LESSEE may relocate its operation to and use and/or construct upon adjoining property owned or controlled by LESSOR within five (5) days (or as soon thereafter as is reasonably practicable) of the date of occurrence of any casualty, if any, which is equally suitable for LESSEE's purposes. The exact site to which LESSEE may relocate will be determined by LESSOR, and it may be upon any adjoining property owned or controlled by LESSOR, provided that LESSEE reasonably approves the site as equally suitable for LESSEE's intended uses, and provided that all

Approvals are obtained by LESSEE, with the cooperation of LESSOR if necessary.

C. Should LESSOR, at any time during the Term of this Lease, receive notice that all or any part of the Property may be taken by virtue of a proceeding of eminent domain, LESSOR shall, within thirty (30) days of the date of receipt of such notice, provide LESSEE with notice of such pending proceeding.

8. INSURANCE

To the extent that there are improvements located upon LESSOR's Property, LESSOR shall maintain in full force and effect throughout the Term of this Lease fire and extended coverage, vandalism and malicious mischief insurance in an amount equal to the full replacement cost of any improvements which are in existence on LESSOR's Property as of the date of this Lease or which are otherwise installed by or at the expense of LESSOR. To the extent LESSOR's Property is unimproved, LESSOR shall not be required to maintain the foregoing insurance, but the failure to maintain hazard insurance on LESSOR's Property shall be solely at the risk of LESSOR.

9. MUTUAL RELEASE; WAIVERS OF SUBROGATION

A. LESSOR hereby releases LESSEE and its partners, affiliates, agents and employees from, and waives all claims, actions and causes of action against LESSEE with respect to, any and all liability, damage, cost, expense or loss to LESSOR's Property resulting from any cause or hazard with respect to which the LESSOR is obligated to maintain insurance pursuant to Article 8 of this Lease or otherwise maintains insurance with respect to the Property, or LESSOR's Property, or any improvements located thereupon or therein or any other property adjoining the Property, including, without limitation, any loss or damage resulting from any loss of the use of any property; provided, however, if LESSOR is not required to maintain insurance pursuant to Article 8, LESSOR hereby releases LESSEE and LESSEE's

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partners, affiliates, agents and employees from, and waives all claims, actions and causes of action against LESSEE with respect to, any and all liability, damage, cost, expense or loss to LESSOR's Property that would have been covered by hazard insurance had LESSOR maintained the same.

B. LESSEE hereby releases LESSOR and its partners, affiliates, agents and employees from and waives all claims, actions, and causes of action against LESSOR with respect to any and all liability, damage, cost, expense or loss to LESSEE's personal property resulting from any cause or hazard normally or customarily covered by all risk insurance.

C. All policies of insurance obtained by either party pursuant to Article 8 or otherwise with respect to the personal property of such party shall include a clause or endorsement waiving the insurer's rights of subrogation against the other party.

10. UTILITIES; TAXES

A. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property.

B. LESSOR shall be responsible for the payment of all ad valorem real property taxes for LESSOR's Property.

11. INDEMNITIES

Subject to Article 9 above and only to the extent LESSOR incurs liability not shielded by governmental immunities, LESSEE shall indemnify LESSOR against and hold LESSOR harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise solely out of the use and/or occupancy of the Property by LESSEE or the act of entering into this Lease by LESSOR. Notwithstanding the preceding, LESSEE does not indemnify LESSOR against any claim to the extent that it arises from or in connection with any

act or omission of LESSOR or of any agent, servant or employee of LESSOR.

12. LESSEE DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LESSEE:

(1) The failure by LESSEE to make any payment of Rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in Subsection 12 A.(1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR; provided, however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said thirty (30)-day period and thereafter diligently prosecute such cure to completion.

B. If there occurs an Event of Default by LESSEE pursuant to Subsection 12 A.(1) above, LESSOR's sole remedy shall be to terminate this Lease and all rights of LESSEE hereunder, and to require LESSEE to remove all improvements constructed by LESSEE from the Property. Notwithstanding any other provision to the contrary contained herein, however, LESSOR may not terminate this Lease due to the occurrence of an Event of Default by LESSEE pursuant to Subsection 12 A.(2) above. In the event that LESSOR shall elect to terminate this Lease due to an Event of Default under Subsection 12 A.(1), then LESSOR may recover from LESSEE:

(1) The unpaid Rent which had been earned at the time of such termination; plus,

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(2) The discounted present value (utilizing an eight percent (8%) discount rate) of the Rent for the next three (3) or any fewer remaining years of the Term after the time of such termination; plus,

(3) Any other amount incurred by LESSOR for its reasonable expenses (including reasonable attorneys' fees) incurred in connection with re-entering, repossessing, and repairing the Leased Premises.

C. Notwithstanding any other provision contained herein to the contrary, if there occurs an Event of Default hereunder by LESSEE, LESSOR shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Leased Premises and/or to remove persons or property from the Property.

13. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Such notices shall be deemed effective and any applicable time periods shall commence to run only upon the earlier of (i) actual receipt by the addressee thereof or (ii) three (3) days after the deposit thereof with the United States mail. Should LESSOR or LESSEE have a change of address, the other party shall immediately be notified as provided in this Article 13 of such change.

LESSEE: Vodafone AirTouch Licenses LLC
f/k/a AirTouch Cellular of Georgia
4151 Ashford-Dunwoody Road
Suite 140
Atlanta, Georgia 30319
Attn: ~~Real Estate~~ Department
~~Network Implementation~~



With copies to:

Vodafone AirTouch Licenses LLC
c/o AirTouch Communications, Inc.
Legal Department
One California Street, 21st Floor
San Francisco, CA 94111
Attn: Real Estate Counsel

and

Troutman Sanders LLP
Bank of America Plaza, Suite 5200
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216
Attn: Rosemarie McConnell, Esq.

LESSOR: City of Smyrna
2800 King Street
Smyrna, Georgia 30081
Attn: City Administrator

With a copy to:

Cochran, Camp & Snipes
2950 Atlanta Road
Smyrna, Georgia 30080-3692
Attn: Charles E. Camp, Esq.

14. TITLE MATTERS; BROKERS

A. Attached hereto as Exhibit "B" is a list of matters affecting title to LESSOR's Property.

B. LESSOR represents and warrants to LESSEE that the LESSOR is the sole person or entity that is vested with fee simple title to LESSOR's Property and has full right and lawful authority to lease the Property to LESSEE. LESSOR further covenants that there are no liens, encumbrances, mortgages or other defects affecting the Property, except as are shown in Exhibit "B" attached hereto.

C. LESSOR hereby represents and warrants to LESSEE as follows:

(1) LESSOR's title to the Property is subject to certain liens, easements, restrictions and encumbrances, as described in Exhibit "B" attached hereto (hereinafter referred to collectively as "Underlying Documents"); but none of the

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Underlying Documents prohibits or inhibits the use of the Property as a communications facility.

(2) No joinder or approval of another person is required with respect to LESSOR's right and authority to enter into this Lease.

(3) The terms and conditions of this Lease, including the exhibits attached hereto, are in compliance with and do not violate the provisions of the Underlying Documents.

D. LESSEE AND LESSOR ACKNOWLEDGE THAT PAUL WHITMIRE ("BROKER") HAS ACTED AS AGENT FOR LESSEE IN THIS TRANSACTION AND NOT FOR LESSOR. BROKER IS TO BE PAID A COMMISSION BY LESSEE AS PROVIDED BY SEPARATE AGREEMENT BETWEEN BROKER AND LESSEE. Each party hereby represents and warrants to the other that no party other than BROKER is entitled to a real estate commission or other fee resulting from the execution of this Lease or the transaction contemplated hereby, and each party hereby agrees to indemnify and hold the other harmless from and against any and all costs, damages and expenses (including attorney's fees) resulting directly or indirectly from any such claim and arising out of the actions of the indemnifying party.

E. Notice of this Lease shall be placed in the public record by LESSEE's recording a "Short Form Lease" executed by LESSOR and LESSEE contemporaneously with this Lease in the form which is attached hereto as Exhibit "C."

15. HAZARDOUS SUBSTANCES

A. LESSOR warrants, represents and agrees (1) that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any "Hazardous Material" (as defined in Section 15.B) on, under, about or within the Property in violation of any applicable law or regulation, and (2) that LESSOR will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.

B. LESSOR and LESSEE each agree to defend, indemnify and hold harmless the other, the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims or costs (including reasonable attorney's fees and costs) arising in connection with the breach of any representation, warranty or agreement contained in Section 15.A. As used herein, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law, rule or regulation.

16. TOWER COLOCATION

LESSOR shall have the right to place antenna on the tower located on the Property in such locations as may be agreed upon between the parties and upon the terms and conditions contained in the Colocation Agreement (the "Colocation Agreement"), the form of which is attached hereto as Exhibit "D", and by this reference incorporated herein; provided, however, in no event shall LESSOR be obligated to pay rent to LESSEE thereunder. The parties hereby covenant and agree to execute an agreement substantially in the form of the

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Colocation Agreement prior to the installation by LESSOR of any antenna or other equipment on the Property. The parties hereto further covenant and agree that LESSEE's tower to be located on the Property shall be built to accommodate four (4) carriers, two of which are intended to be LESSOR and LESSEE.

17. MISCELLANEOUS PROVISIONS

A. LESSOR represents, covenants and warrants that LESSEE, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Property. LESSOR agrees that no other commercial or government antenna structure(s) will be erected upon any portion of LESSOR's Property or any other property adjoining the Property that is owned or controlled by LESSOR without LESSEE's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, if in LESSEE's sole opinion, any such proposed antenna will interfere with the operation of LESSEE's business or the use of the Property, LESSEE may withhold its consent to such antenna in its sole discretion. In addition to the foregoing, LESSOR hereby grants to LESSEE, the exclusive right to operate a cellular business and to place cellular equipment in, on, or under LESSOR's Property or any other property adjoining the Property which is owned or controlled by LESSOR.

B. This Lease contains all agreements, promises and understandings between LESSOR and LESSEE, and no verbal or oral agreements, promises or understandings shall or will be binding upon either LESSOR or LESSEE, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

C. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by and under the laws of the State of Georgia.

D. This Lease and each and every covenant and condition of this Lease is intended to benefit the Property

and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

E. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

F. The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed against any party solely by reason of such party having drafted such agreement. It is explicitly understood and agreed to by the parties that each party has had an opportunity to consult with counsel of his choice before executing this Lease.

G. At LESSOR's option, this Lease shall be subordinate to any mortgage or deed to secure debt executed by LESSOR which from time to time may encumber all or any part of the Property, provided that every such holder of such instrument shall recognize (in writing and in a form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest or any exercise by such holder of any other rights or remedies and also LESSEE's right to remain in occupancy and have access to the Property as long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination, provided LESSOR has delivered to LESSEE an executed nondisturbance agreement providing that any mortgagee shall be bound by the conditions of this Lease and containing such other terms as are satisfactory to LESSEE. If, as of the date of execution of this Lease, there is any deed to secure debt, mortgage, ground lease or other similar encumbrance affecting the Property, LESSOR agrees to obtain from the holder of such instrument an agreement that provides that LESSEE

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shall not be disturbed in its possession, use and enjoyment of the Property. Notwithstanding any other provision to the contrary contained herein, if LESSOR fails to deliver any such nondisturbance agreement, LESSEE shall, in addition to its other rights and remedies, be entitled to terminate this Lease by giving written notice thereof to LESSOR.

H. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

I. If either party institutes any action or proceeding in court to enforce any provision(s) hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

J. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions herein contained.

K. Time is of the essence of this Lease.


L. Each of the individuals executing this Lease on behalf of LESSEE or LESSOR hereby warrants and represents to the other party to this Lease that he or she has authority to enter into this Lease and to bind LESSEE or LESSOR, as the case may be, to the terms, covenants and conditions contained herein. LESSEE and LESSOR shall deliver to the other upon request all documents reasonably requested by the other evidencing such authority, including, without limitation, a copy of

all corporate resolutions, consents or minutes reflecting that all requisite corporate or partnership action has been taken by LESSOR and LESSEE so as to authorize LESSOR or LESSEE to enter into this Lease and reflecting the authority of those persons or parties who execute agreements on behalf of LESSEE or LESSOR.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed and delivered this Lease under seal. The last party executing this Lease shall insert the date on page one hereof.

LESSOR:

CITY OF SMYRNA, GEORGIA, a municipality of the State of Georgia

By: 

Name: A. Max Bacon

Title: Mayor

By: 

Name: City Clerk

Title: City Clerk

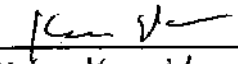
(OFFICIAL SEAL)

Federal Employer Id. No.: 58-60000664

LESSEE:

VODAFONE AIRTOUCH LICENSES LLC, a Delaware limited liability company successor by merger to AirTouch Cellular of Georgia

By: AirTouch Communications, Inc., as sole member

By: 

Name: Ken Vaughan

Title: VP Network Services

(CORPORATE SEAL)

