

Site: 8889 River Road, Columbus, Georgia

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 1st day of May, 1998, by and between COLUMBUS CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA ("Landlord") and COLUMBUS CELLULAR TELEPHONE COMPANY by Price Communications Wireless, Inc., its managing partner ("Tenant"). VERIZON WIRELESS

WITNESSETH:

1. Premises:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain land and certain space on a tower structure (together with guy wires, the "Tower") owned and operated by Landlord (collectively, the "Leased Premises"), all as more particularly described on Exhibit "A" which is attached hereto and made a part hereof. Landlord also grants Tenant a nonexclusive easement and license for access, parking, utilities, construction, maintenance, operation and removal relating to Tenant's use of the Leased Premises (including but not limited to, the Access Easement and Utility Easement described in Section 5) on, over, under and upon the adjacent land of Landlord and the Tower.

2. Use:

The Leased Premises shall be used for the purpose of installing, constructing, maintaining, repairing, operating, inspecting, and removing a telecommunications center as described in this Lease, including but not limited to:

- (a) Up to six (6) antenna(s) and no microwave dishes.
- (b) Transmission lines and mounting and grounding hardware.
- (c) A concrete pad and a communications building ("Communications Building") placed thereon and containing, without limitation and in Tenant's reasonable discretion, telecommunications equipment consisting of cellular base station(s), microwave equipment, cellular switch(es), power supplies, battery(ies), and accessories.
- (d) An emergency generator, to be located, at Tenant's option, within the Communications Building, adjacent to the Communications Building or within a separate shelter adjacent to the Communications Building. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located outside the building(s), on the demised premises, in accordance with all applicable building codes.

For the purposes of this Lease, all of Tenant's antennas, dishes, lines, equipment, switches, power supplies, batteries, Communications Building, generator, generator shelter, accessories, and necessary appurtenances hereinafter shall be referred to collectively as the "Communications Facility."

The above described concrete pad, Communications Building, equipment contained therein, generator, and lines and equipment may be installed by Tenant or by any of Tenant's agents or contractors, and in the installation thereof, said agent(s) or contractor(s) may tie into the Tower's grounding system. Tenant has the right to make alterations of the Communications Facility from time to time, so long as such alterations do not adversely affect the structural integrity to the Tower or those uses being made of the Tower as of the date of this Lease.

Verizon Wireless
8889 River Rd

3. Initial Term:

(a) This Agreement shall be for an initial term of five (5) years and shall commence on May 1, 1998 and shall terminate at 11:59 p.m. on April 30, 2003 unless sooner terminated as provided herein.

4. Renewal of Terms:

(a) Tenant shall have the option to renew the term of this Agreement for four (4) additional consecutive five (5) year periods. It is hereby understood and agreed that prior to the Tenant's exercise of an option for a renewal term, such renewal term must be approved by the Columbus City Council. If such approval is denied, Landlord must notify the Tenant of such denial ninety (90) days prior to the expiration of the of the then current Term, in which case, the Term of this Agreement shall expire at the end of the then current Term. Each Renewal Term shall be on the same stipulations and conditions as set forth in this Agreement except that the Rent shall increase as provided in paragraph 5 below.

5. Rent:

(a) Initial Rent: The Initial Rent shall be the annual sum of twenty-one thousand six hundred Dollars (\$21,600.00), payable in advance in quarterly installments of five thousand four hundred Dollars (\$5,400.00) on or before the first business day of each calendar quarter (three months). Rent payments shall be made to the Columbus Consolidated Government delivered to the Finance Department or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

(b) Rent Adjustment: The Tenant has the option to add up to six (6) antennas over the term of this lease. The Initial Rent is calculated for three (3) antennas mounted at 300 feet at a rate of \$2.00 per foot for each antenna ($3 \times 300' \times \$2.00 \text{ LF} = \$1,800.00/\text{MO} \times 12 \text{ MO} = \$21,600.00$ per year). The Rent shall be adjusted for each additional antenna attached to the tower at the rate of \$2.00 per linear foot per antenna.

(c) Rent Renewal: The Rent shall be adjusted and increased on the renewal of each new term in an amount equal to the average of the Consumer Price Index (CPI) for the previous five years. For example, should the CPI average 3.5% over the first five years, then, the second term's Rent would be increased by $3.5\% \times 5$ years or an increase of 17.5%.

6. Access and Utilities:

Landlord hereby grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, an easement and licenses over, under, upon and across the adjoining lands of Landlord, the Tower and rights-of-way or easements owned or leased by Landlord, on a twenty-four (24) hour daily basis, for (a) ingress and egress to and from the Leased Premises and the Communications Facility (the "Access Easement"), and (b) the installation, operation and maintenance of necessary utilities for the Leased Premises and the Communications Facility (the "Utility Easement"). Such Access Easement and Utility Easement shall be over and lie within existing roads, parking lots and/or roads established by Tenant hereafter. Tenant shall have the right, but not the obligation, to improve the Access Easement by grading, graveling and/or paving with the written approval of the Landlord. The Access Easement, to the extent further identified, and the Utility Easement, to the extent further identified and not lying within the Access Easement, are more particularly described on Exhibit "A" attached hereto and made a part hereof. Tenant shall notify Landlord of any change in the particular location of any Access Easement or Utility Easement, if such shall differ from the descriptions on Exhibit "A" hereto.

7. Utilities at Tenant's Cost:

Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. If necessary, Tenant shall have an electrical current meter installed at the Leased Premises for Tenant's electrical usage, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Tenant.

8. Notice:

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord:

Columbus Consolidated Government
c/o Traffic Engineering Division
100 Tenth Street
Columbus, Georgia 31902-1340
Phone: (706)-653-4135

Tenant:

Price Communications Wireless, Inc.
c/o Property Management Dept.
500 Pine Avenue
Albany, GA 31701
Phone: (912)-431-1415

With a copy to:
Price Communications Wireless, Inc.
Attn: Legal Department
12800 University Drive, Suite 500
Ft. Myers, FL 33907-5333

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9. Liability and Indemnity:

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the Term of this Lease in or about the Leased Premises. The provisions of this Section 9 shall survive the termination of this Lease.

10. Termination:

(a) Tenant has the right to terminate this Lease at any time upon any of the following events:

(i) Upon providing Landlord twelve (12) months written notice; or,

(ii) If the approval of any agency, board, court, or other governmental authority, including, without limitation, local zoning approval and the approval of the Federal Aviation Administration necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or,

(iii) If Tenant determines that the Premises is not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference; or,

(iv) If upon inspection of the Leased Premises Tenant identifies any environmental contamination or other geotechnical condition unacceptable in Tenant's sole discretion.

(b) Tenant will give Landlord ninety (90) days written notice of termination of this Lease under the terms of Section 10(a)(ii) and (iii). Tenant may terminate immediately upon written notice under the terms of this Section 10(a) (iv). Upon termination, neither party will owe any further obligation under this Lease except as otherwise provided in Section 11 and except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 19, Section 21, the prompt reimbursement of pro-rata prepaid rent, and Tenant's responsibility of removing all of the Communications Facility from the Premises and restoring the Leased Premises to its condition as of the commencement date of this Lease, as near as practicable (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads and guy anchors installed, items constructed, or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and matters beyond Tenant's control).

(c) Landlord has the right to terminate the lease agreement at any time provided that the tenant is given written notice twelve (12) months prior to termination date.

11. Default:

(a) Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice from Landlord specifying Tenant's failure to comply with any material provision of this Lease, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

(b) In the event of Tenant's default in the payment of rentals or in Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney or by some other legal procedures, Landlord shall, upon receipt of a favorable judicial ruling, be entitled to its reasonable costs and attorney fees thereby incurred.

(c) In the event of Landlord's failure to comply with any material provision of this Lease, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, cure the failure at Landlord's expense (which expense, in Tenant's discretion, may be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's said failure to comply (including consequential damages). If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant should seek enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys fees thereby incurred.

(d) The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

(e) No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

12. Taxes:

(a) Unless separately billed to Tenant by a taxing authority, Tenant shall pay annually to Landlord an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by Tenant. Tenant shall pay to Landlord the Tenant's aforementioned share of any such tax within sixty (60) days of receipt of sufficient documentation demonstrating the increase in the assessed value of the Leased Premises due to Tenant's improvements and calculating Tenant's said share of the resulting increase in said taxes and payment thereof by Landlord. Landlord shall pay annually when due all real estate taxes and assessments attributable to the Leased Premises, Tower, the ground beneath the Tower, Access Easement, Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord shall furnish evidence of payment of said assessments and taxes.

13. Insurance:

(a) Tenant, at its expense, shall maintain in force during the term of this Lease a combined single limit policy of general liability, bodily injury and property damage insurance, with a limit of not less than \$ 1,000,000.00 insuring Landlord and Tenant against all liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed to Landlord as additional insured.

(b) Tests: Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises are suitable for Tenant's use as intended by this Lease. The Tenant shall provide the Landlord a RF Interference Study prior to any antenna/tower installation work proving that the radio frequencies proposed by Tenant will not cause any radio interference to any of the existing radio communications systems using the tower. A RF Interference Study shall be performed any time any new radio frequencies are added to the Tenants antenna system during any Term of this Agreement.

14. Fixtures:

Landlord covenants and agrees that no part of the improvements installed, constructed, erected, or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, Landlord specifically intends to covenant and agree and does hereby covenant and agree that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant anytime in Tenant's discretion provided that Tenant at its expense shall restore the Leased Premises pursuant to Section 10(b).

15. Memorandum of Agreement:

After preparation of the legal descriptions of the Leased Premises, Access Easement and Utility Easement, each party, at the request of the other, shall sign a Memorandum of Lease substantially in the form attached hereto as Exhibit "B"; and Tenant, at its sole expense, may record the Memorandum of Lease in the official records of the County land records recording office(s) reasonable for notice purposes.

16. Assignment by Tenant:

Tenant may, without Landlord's consent, assign any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility.

17. Permits:

Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals, including Federal Aviation Administration approval (collectively, "Permits") necessary for the installation, construction, operation, and maintenance of the Communications Facility. Landlord agrees to fully cooperate with Tenant in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits.

18. Consent:

Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

19. Environmental Matters:

(a) Landlord represents that there are no Environmental Pollutants on or in the Leased Premises and the property is not in violation of any Applicable Environmental Law.

(b) "Environmental Pollutants" means all hazardous or toxic substances so listed in Applicable Environmental Law, including without limitation, hazardous materials, petroleum, asbestos and nuclear waste.

(c) "Applicable Environmental Law" means federal, state, or local laws and regulations pertaining to hazardous, toxic or polluting substances, including but not limited to CERCLA and RCRA.

(d) Landlord shall promptly and fully cooperate with any environmental consultant retained by Tenant to inspect the Leased Premises and shall promptly provide all additional information which may be reasonably requested by Tenant in connection with such investigations by an environmental consultant.

(e) The provisions of this Section 19 shall survive termination of this Lease.

20. Fences:

During the Initial Term and each Renewal Term, Tenant may fence with the Landlord's approval that portion of the Leased Premises as Tenant determines is reasonable for protection of the Communications Facility. In most cases Tenant will only fence reasonable areas around the Communications Building and Tenant's generator(s). Landlord shall not prohibit Tenant's access to the Leased Premises or be entitled to use such portion so fenced for any purposes.

21. Condemnation of Leased Premises:

In the event that any government, public body, or other condemning authority shall take, or if Landlord shall transfer in lieu of such taking, all or such part of the Leased Premises, Tower, the ground beneath the Tower, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises, Tower, the ground beneath the Tower, Access Easement or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionally as to the portion taken which is not then usable by Tenant, and Landlord shall make all necessary repairs and alterations to restore the portion of the Leased Premises, Tower, Access Easement and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer).

22. Quiet Enjoyment:

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord.

23. Tower Analysis:

(a) Landlord agrees to furnish Tenant, promptly on Tenant's request, with true copies of all tower analyses performed on the Tower within the two (2) years preceding Tenant's possession of space on the Tower. In the absence of said Tower analyses or if the most recent analyses are insufficient for Tenant's needs, Landlord, at Tenant's request, agrees to cooperate with Tenant in acquiring new analyses of the Tower. If Tenant requests any new analyses of the Tower, Tenant shall be responsible for coordinating the said new analyses, and the cost of the new analyses shall be paid solely by Tenant. Notwithstanding the foregoing, in the event Tenant determines after reviewing any Tower analyses that the Tower is not structurally appropriate for Tenant's needs, Tenant may, at Tenant's option, either terminate this Lease or pay the additional cost of reinforcing or otherwise making the Tower structurally appropriate for Tenant's use, provided all local, State, and Federal laws, rules and regulations are adhered to at Tenant's expense in the construction process, and Tenant and its agents and contractors hereby are authorized to make such reinforcements, structural work and replacements.

(b) Landlord shall notify Tenant in writing prior to Landlord adding, or permitting any other party to add, any other antenna(s), microwave dish(es), or other items which will be attached to the Tower. At Tenant's reasonable written request, Landlord shall furnish (or cause such other party to furnish), at Tenant's expense, a tower analysis performed on the Tower by a licensed structural engineer, or other party acceptable, indicating that such additions to the Tower do not impair the structural integrity of the Tower and will not materially diminish the Tower's function or useful life. All such tower analyses shall be in form and substance acceptable to Tenant in the exercise of Tenant's reasonable discretion.

24. Other Conditions and Provisions:

(a) Notwithstanding the provisions of Section 24, Landlord, at Landlord's expense, shall maintain in good condition and repair the Tower, Landlord's land beneath and surrounding the Tower, the Access Easement and the Utility Easement. Landlord has the responsibility of observing Tower lights requirements and keeping applicable records (including records of notification to Federal Aviation Administration of any failure or repairs of the Tower and any corrections of same). If the Leased Premises, Tower, Access Easement or Utility Easement is damaged for any reason other than Tenant's negligence or Tenant's agents' or contractors' negligence so as to render all or any part of the Leased Premises, Tower, Access Easement or Utility Easement substantially unusable for Tenant's intended use, rent shall abate while Landlord, at Landlord's expense, promptly restores the Leased Premises, Tower, Access Easement and Utility Easement to its condition prior to such damage. In the event Landlord fails to repair the Leased Premises, Tower, Access Easement or Utility Easement, as the case may be, as required herein, or fails to comply with Tower lights requirements as required herein, within thirty (30) days of said damage or failure to maintain, Tenant shall have the right to:

(i) repair the damage or cause such Tower lights to be maintained, and either hold Landlord liable for the cost thereof or deduct the cost thereof from rent otherwise payable by Tenant to Landlord;

(ii) terminate this Lease without further obligations from Tenant to Landlord hereunder and without affecting Tenant's remedies permitted by law, equity, and/or this Lease for Landlord's breach of this Lease; or

(iii) hold Landlord in default pursuant to Section 11; provided, however, that if such damage or failure to maintain Tower lights shall actually or potentially (A) subject Tenant to a fine or penalty by any

government or governmental agency, (B) cause damage to the Communication Facility, or (C) cause loss of business or revenue, then Tenant shall not be required to give Landlord the thirty-day period herein provided to cure such default prior to Tenant's exercise of its rights in Subsection 25(a)(i) above.

(b) Tenant covenants and agrees that Tenant's antennas and the installation, operation, and maintenance thereof will not unreasonably interfere with:

(i) the operation of Landlord's communications equipment or the radio equipment of other tenants on the Tower. In the event there is such interference by Tenant, Tenant promptly will take all steps necessary to correct and eliminate same within a reasonable time. If Tenant is unable to eliminate such interference caused by it within a reasonable time, Tenant agrees to remove its antenna(s) causing the interference from the Tower and, in Tenant's discretion, replace it with one or more which cause no said interference.

(ii) Landlord's maintenance and repair of the Tower and its lighting system.

(c) During the Term of this Lease and its renewals, Landlord will not give, grant, or convey any interest in or lease, license, or permission to use the Leased Premises, Tower, ground beneath the Tower, Access Easement or Utility Easement not existing on the date hereof if such transfer or use may in any way adversely affect or interfere with Tenant's use of its Communications Facility or the Leased Premises, Tower, ground beneath the Tower, Access Easement or Utility Easement. Prior to use by any such future lessee, licensee or permittee, Landlord shall furnish (or cause to be furnished) to Tenant such technical analysis (i.e. RF Interference Study, Tower Structural Study) to establish that no such adverse effect or interference is likely to occur. In the event of any such adverse effect or interference, Landlord shall take all steps necessary to immediately correct and eliminate the adverse effect or interference, including but not limited to Landlord's termination or revocation of said other use, interest, lease, license or permission, or otherwise remove the grantee and any interfering antenna(s) or other equipment from the Leased Premises, Tower, ground beneath the Tower, Access Easement or Utility Easement. This paragraph does not affect in any way the Landlord's right to lease Tower and/or Ground space to any future tenants that do not adversely affect the Tenant's operation.

(d) Landlord shall comply with all local, State, and Federal laws, rules, and regulations required by it to be performed as Landlord hereunder and owner of the Tower. Without limiting the generality of the foregoing, Landlord warrants and represents for Tenant's reliance thereon that the Tower and Tenant's contemplated use thereof complies with all zoning ordinances.

25. Entire Agreement and Binding Effect: This Lease, and any attached exhibits, constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

26. Governing Law: This Lease shall be governed by the laws of the State of Georgia.

27. Duplicate Originals: This Lease may be prepared for execution by duplicate originals, each of which constitute one in the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Tiny B. Washington
Unofficial Witness

Print Name: Tiny B. Washington
CLERK OF COUNCIL

Sandra Davis
Notary Public

LANDLORD

[EXACT NAME OF DEEDHOLDER]

By: Carmen J. Cavezza

Print Name: Carmen J. Cavezza

Title: City Manager

S.S. or Tax I.D.#: _____

My Commission

Expires: MY COMMISSION EXPIRES JULY 15, 2000

[AFFIX NOTARY SEAL HERE]

[AFFIX CORPORATE SEAL HERE]

Signed, sealed and delivered in the presence of:

Patricia B. Correia
Unofficial Witness

Print Name: PATRICIA B. CORREIA

Linda B. Withey
Notary Public

TENANT

COLUMBUS CELLULAR TELEPHONE COMPANY
by Price Communications Wireless, Inc.,
its managing partner

By: W. Wayne Wiseman

Print Name: W. Wayne Wiseman

Title: President

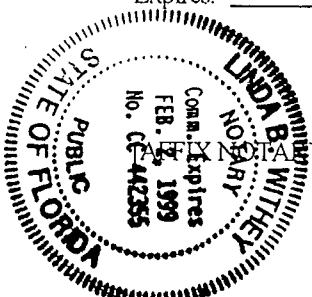
By: K. Patrick Meehan

Print Name: K. PATRICK MEEHAN

Title: V. P.

My Commission

Expires: 2/2/1999



[AFFIX NOTARY SEAL HERE]

[AFFIX CORPORATE SEAL HERE]

EXECUTION AUTHORIZED

By Resolution No. 163-98

Tiny B. Washington
Clerk of Council

Site: 8889 River Road, Columbus, Georgia

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Tower and Ground Lease Agreement entered into by and between COLUMBUS CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, as Landlord, and COLUMBUS CELLULAR TELEPHONE COMPANY by Price Wireless, Inc., its managing partner, as Tenant, and dated May 1, 1998.

LEASED PREMISES

Tower location: 8889 River Road City of Columbus, Georgia,

County of Muscogee, State of Georgia.

Latitude 32 degrees 34 minutes 41.5 seconds North and

Longitude 85 degrees 01 minutes 05.0 seconds West

Demised Space on Tower: Between 290 feet and 310 feet above ground level

Land: ____ foot by ____ foot area, described as follows:

ACCESS EASEMENT

UTILITY EASEMENT

[The Plat prepared by ____ [Surveyor] _____, dated _____, 1998 immediately follows this exhibit.]

Site: 8889 River Road, Columbus, Georgia .

EXHIBIT "B"

Prepared By:

Price Communications Wireless, Inc.
Attn: Legal Department
12800 University Drive, Suite 500
Ft. Myers, FL 33907-5333

Mail Recorded Original to:

Price Communications Wireless, Inc.
Attn: Property Management Dept.
500 Pine Avenue
Albany, GA 31701

FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 1st day of May, 1998, by and between COLUMBUS CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, ("Landlord"), and COLUMBUS CELLULAR TELEPHONE COMPANY by Price Communications Wireless, Inc., its managing partner, of 12800 University Drive, Suite 500, Fort Myers, FL 33907-5333 ("Tenant").

WITNESSETH:

For good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord, that certain real property, hereinafter referred to as "Leased Premises," situated in the City of Columbus, County of Muscogee, State of Georgia, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The term of said lease is for five (5) years, commencing on May 1, 1998, and terminating on April 30, 2003, subject to Tenant's option to renew the term for four (4) additional periods of five (5) years each, upon approval by Columbus City Council for each additional term, upon the consideration, terms, covenants, conditions, limitations, and restrictions set forth in that certain Tower and Ground Lease Agreement of even date herewith between the parties hereto covering the land hereinabove described, including the right of Tenant to remove any fixtures installed or improvements made by Tenant as permitted by said Lease, and said Lease is hereby incorporated herein with the same force and effect as though herein set forth at length, and a copy of the provisions of said Lease material to this Memorandum is available from either party hereto at their above-stated respective addresses.

[Signatures appear on the following page(s).]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Memorandum of Lease and Right of First Refusal as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Tiny B. Washington
Unofficial Witness
Print Name: Tiny B. Washington

CLERK OF COUNCIL

Notary Public *Andrea S. [Signature]*

My Commission
Expires: MY COMMISSION EXPIRES JULY 15, 2000

[AFFIX NOTARY SEAL HERE]

LANDLORD

[EXACT NAME OF DEEDHOLDER]

By: *Carmen J. Cavezza*

Print Name: Carmen J. Cavezza

Title: City Manager

S.S. or Tax I.D.#: _____

By: _____

Print Name: _____

Title: _____

S.S. or Tax I.D.#: _____

[AFFIX CORPORATE SEAL HERE]

EXECUTION AUTHORIZED

By Resolution No. 163-98

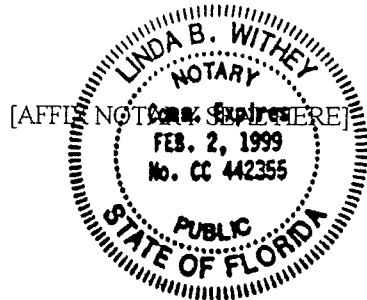
Tiny B. Washington
Clerk of Council

Signed, sealed and delivered
in the presence of:

Patricia B. Correia
Unofficial Witness

Print Name: PATRICIA B. CORREIA
Linda B. Withey
Notary Public

My Commission Expires: 2/2/1999



TENANT

COLUMBUS CELLULAR TELEPHONE COMPANY
by Price Communications Wireless, Inc.,
its managing partner

By: [Signature]

Print Name: M. Mayra Wizebant

Title: President

By: [Signature]

Print Name: K. PATRICK MEEHAN

Title: V P

Site: 8889 River Road, Columbus, Georgia

EXHIBIT "A"
TO
MEMORANDUM OF LEASE

Exhibit "A" attached to and made a part of that certain Memorandum of Lease entered into by and between COLUMBUS CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA as Landlord, and COLUMBUS CELLULAR TELEPHONE COMPANY by Price Communications Wireless, Inc., its managing partner, as Tenant, and dated May 1, 1998.

LEASED PREMISES

Tower location: 8889 River Road, City of Columbus, Georgia

County of Muscogee, State of Georgia

Latitude 32 degrees 34 minutes 41.5 seconds North and

Longitude 85 degrees 01 minutes 05.0 seconds West

Demised Space on Tower: Between 290 feet and 310 feet above ground level

Land: ____ foot by ____ foot area, described as follows:

ACCESS EASEMENT

UTILITY EASEMENT

[The Plat prepared by _____ [Surveyor] _____, dated _____, 1998 immediately follows this exhibit.]

RESOLUTION
NO. 163-98

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE (5) YEAR TOWER AND GROUND LEASE AGREEMENT WITH COLUMBUS CELLULAR TELEPHONE COMPANY FOR THE PURPOSE OF LEASING TOWER SPACE ON THE CITY'S RIVER ROAD TOWER AND GROUND SPACE FOR EQUIPMENT BUILDING TO INSTALL AND OPERATE A TELECOMMUNICATIONS FACILITY.

WHEREAS, Columbus Cellular Telephone Company desires to lease ground and tower space on the City's 390 foot radio communications tower located at 8889 River Road; and,

WHEREAS, the City and Columbus Cellular Telephone Company have negotiated a tower and ground lease which will initially generate \$21,600.00 per year in revenues to the City; and,

WHEREAS, the lease will begin with a five (5) year term with provisions for future renewals with Council approvals; and,

WHEREAS, the executed tower and ground lease agreement will become part of this resolution by reference and be filed with the Clerk of Council.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:

THAT THE CITY MANAGER IS HEREBY AUTHORIZED TO EXECUTE A FIVE (5) YEAR TOWER AND GROUND LEASE AGREEMENT WITH COLUMBUS CELLULAR TELEPHONE COMPANY FOR THE PURPOSE OF LEASING TOWER SPACE ON THE CITY'S RIVER ROAD TOWER AND GROUND SPACE FOR EQUIPMENT BUILDING TO INSTALL AND OPERATE A TELECOMMUNICATIONS FACILITY.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 31st day of March, 1998; ~~introduced a second time at a regular meeting of said Council held on the _____ day of _____, 1998~~ and adopted at said meeting by the affirmative vote of nine members of Council.

Councilor Allen voting
Councilor Chester voting
Councilor Henderson voting
Councilor McClung voting
Councilor McDaniel voting
Councilor Poydasheff voting
Councilor Rodgers voting
Councilor Suber voting
Councilor Turner voting
Councilor Woodson voting

YES

YES

YES

YES

ABSENT

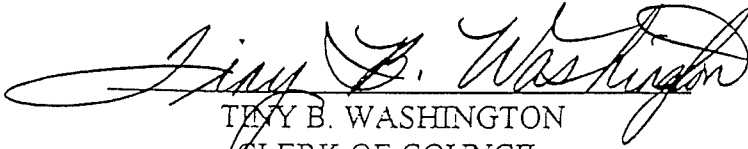
YES

YES

YES

YES

YES


TERRY B. WASHINGTON
CLERK OF COUNCIL


BOBBY G. PETERS
MAYOR

Network Department



November 7, 2007

Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Columbus Consolidated Government of Columbus, GA
C/O Traffic Engineering Division
100 Tenth Street
Columbus, GA 31902-1340

RE: Tower & Ground Lease Agreement dated May 1, 1998

To Whom It May Concern:

On the 1st day of May 1998, Columbus Cellular Telephone Company by Price Communications Wireless, Inc., d/b/a Verizon Wireless, entered into a Tower and Ground Lease Agreement with Columbus Consolidated Government of Columbus, G.A., for the use of the property located at 8889 River Road, Columbus, GA.

Pursuant to paragraph 4a of the above agreement, this letter will serve as notification that we are renewing our option to extend this Agreement for an additional five (5) year term from May 1, 2008 through April 30, 2013.

On September 24, 2007, you were sent a Renewal letter. This letter was sent to you Certified Mail, Return Receipt Requested and came back to us "Undeliverable as Addressed". To date, we have not received confirmation that you are in receipt of this notice.

Please sign the green card attached to this letter as verification of receipt of same.

I trust the foregoing is clear, but should you have any questions now or in the future regarding this renewal, please contact me at (908) 306-7263. For *all other* inquiries regarding this site, please call our toll free number at 866-862-4404.

Sincerely,

Jennifer Russell
Specialist - Real Estate

Site: Columbus/River Road
Contract# 40204

CERTIFIED MAIL

RETURN RECEIPT REQUESTED: 7005-2570-0001-9626-2932

RECEIVED
NOV 13 2007

TRAFFIC ENGINEERING
DIVISION

Call & left message 11-13-07, 2:50 PM