

**This instrument was prepared by and after recording, please return to:**

**Jeffrey N. Plowman, Esq.  
Nelson Mullins Riley & Scarborough, L.L.P.  
999 Peachtree Street, N.E.  
First Union Plaza, Suite 1400  
Atlanta, Georgia 30309**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**Inst # 1999-28709  
07/08/1999-28709  
11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MMS 25.50**

**SITE LEASE ACKNOWLEDGMENT**

This Site Lease Acknowledgment ("SLA") is made and entered into as of the 8<sup>th</sup> day of March, 1999, by and between POWERTEL/BIRMINGHAM, INC., a Missouri corporation, f/k/a InterCel Birmingham MTA, Inc., hereinafter designated as "POWERTEL", with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833, and POWERTEL BIRMINGHAM TOWERS, LLC, a Delaware limited liability company hereinafter designated as "LANDLORD", with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833, pursuant and subject to that certain Master Site Agreement ("MSA") by and between the Parties hereto, dated as of March 8, 1999. All capitalized terms have the meanings ascribed to them in the MSA.

1. The premises leased by LANDLORD to POWERTEL (the "Site") shall consist of the Cable Path, Easements, Tower Space, and Ground Space, as those terms are defined in the MSA. The Site is a portion of that certain tract of land, located in the City of Calera, the County of Shelby, and the State of Alabama, more particularly described in the Memorandum of Lease which was recorded on 4/29/1996 at 2:46 p.m. [or as Instrument Number 1996-13926] in the office of the Judge of Probate of Shelby County, Alabama (the "Property"). The Property is described in Exhibit A attached hereto and made a part hereof.

2. POWERTEL has installed at the Site the Grandfathered Equipment set forth in Exhibit B which shall be completed, attached and incorporated herein within 270 days of the SLA Commencement Date in accordance with paragraph 2(c) of the MSA.

3. The commencement date of the SLA ("SLA Commencement Date") is March 8, 1999. The first (1<sup>st</sup>) monthly rental payment is due and payable by POWERTEL to LANDLORD on the SLA Commencement Date in accordance with Section 4(a) of the MSA. Any future rent adjustments shall be calculated in accordance with Section 4(b) of the MSA. The annual rental payment for generator services to be supplied by LANDLORD, if applicable, is set forth in Section 4(d) of the MSA.

4. The term of this SLA is ten (10) years, three (3) months, beginning on the SLA Commencement Date. The term of the SLA will automatically renew for three (3) additional, consecutive five (5) year terms unless POWERTEL notifies LANDLORD in writing of POWERTEL's intention not to renew as provided in Section 3(c) of the MSA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

POWERTEL:

POWERTEL/BIRMINGHAM, INC., a Missouri corporation

By: Jill F. Dorsey  
Name: Jill F. Dorsey  
Title: Vice President/General Counsel

(CORPORATE SEAL)

**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

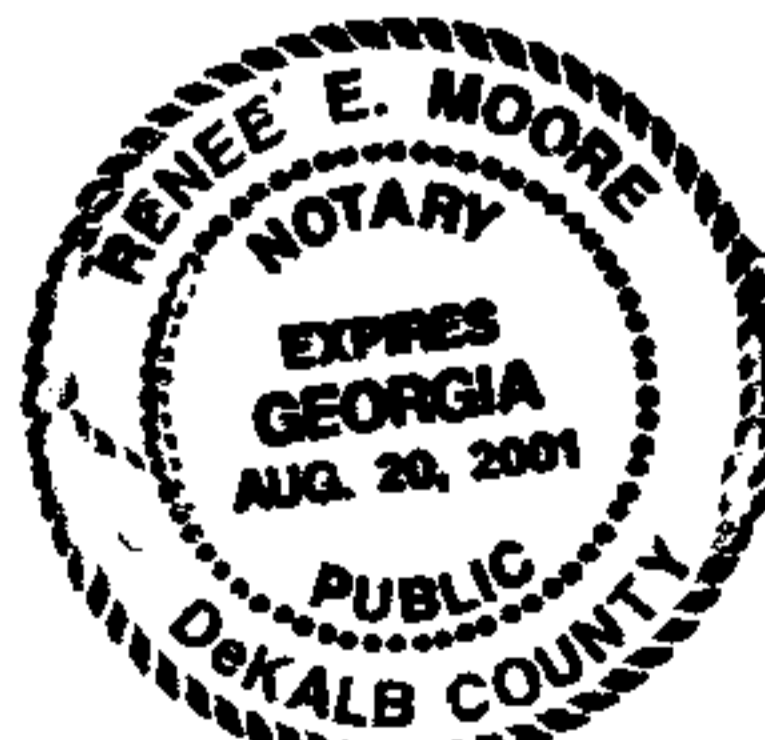
I, Renee E. Moore, a Notary Public in and for said County, in said State, hereby certify that Jill F. Dorsey, whose name as Vice President/General Counsel of Powertel/Birmingham, Inc., is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1999.

Renee E. Moore  
Notary Public

My Commission Expires: 8/20/2001

(Notarial Stamp/Seal)



**[SIGNATURES CONTINUED ON NEXT PAGE]**

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LANDLORD:

POWERTEL BIRMINGHAM TOWERS, LLC, , a  
Delaware limited liability company

By: Jill F. Dorsey  
Name: Jill F. Dorsey  
Title: Vice President/General Counsel

[COMPANY SEAL]

**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

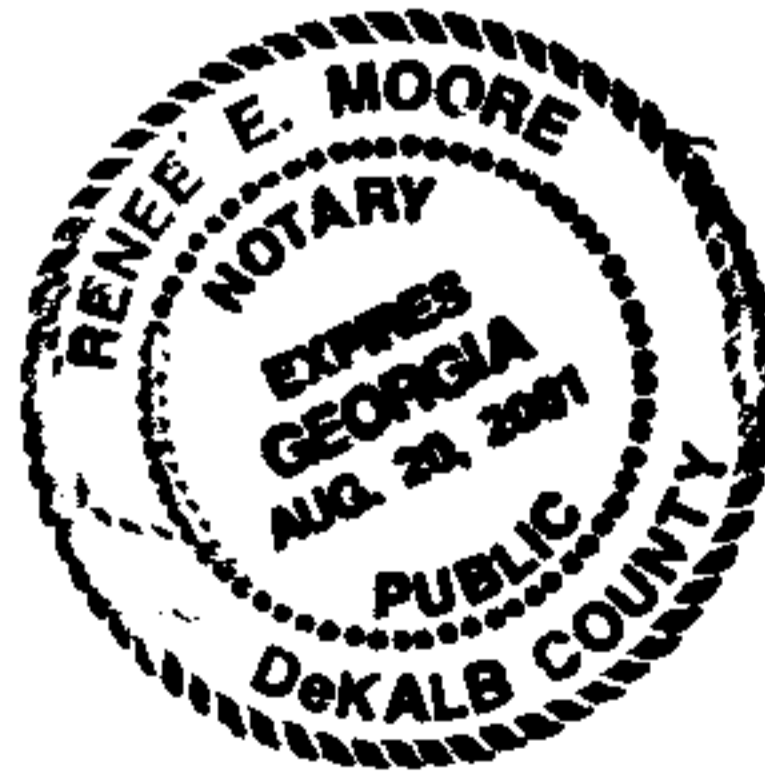
I, Renee E. Moore, a Notary Public in and for said County, in said State, hereby certify that Jill F. Dorsey, whose name as Vice President/General Counsel of Powertel Birmingham Towers, LLC, is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1999.

Renee E. Moore  
Notary Public

My Commission Expires: 8/20/2001

(Notarial Stamp/Seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
PROPERTY**

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, St. Stephen's Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of said NW 1/4 of NW 1/4 of Section 12, Township 24 North, Range 13 East and run South  $89^{\circ}22'36''$  West along the north line of said 1/4 - 1/4 for a distance of 365.77 feet to the POINT OF BEGINNING; thence angle left and run South  $27^{\circ}08'07''$  East for a distance of 386.64 feet along a line approximately 30 feet southwest of and parallel to the centerline of an existing gravel road (County Road #67); thence angle left and run South  $36^{\circ}12'07''$  East for a distance of 239.10 feet along said parallel line; thence angle right and leaving said gravel road run South  $53^{\circ}47'53''$  West for a distance of 342.30 feet to a point on the northeasterly right-of-way line of Interstate #65; thence angle right and run North  $18^{\circ}22'37''$  West along said right-of-way line for a distance of 776.58 feet to the intersection of said right-of-way line with the northerly line of said 1/4 - 1/4; thence angle right and leaving said right-of-way line run North  $89^{\circ}22'36''$  East along said 1/4 - 1/4 line for a distance of 203.49 feet to the POINT OF BEGINNING.  
Containing 174,239 square feet (4.0 Acres) more or less.

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
EASEMENT**

No easement required.

**Exhibit B to the SLA**

**Grandfathered Equipment**

**This Exhibit shall be completed, attached and incorporated herein within 270 days of the SLA Commencement Date in accordance with paragraph 2(c) of the MSA.**

Antenna manufacturer and type number:

\_\_\_\_\_  
\_\_\_\_\_

Number of antennas:

Weight and dimension of antenna(s) (LxWxD):

\_\_\_\_\_  
\_\_\_\_\_

Transmission line mfr. & type no.:

\_\_\_\_\_

Diameter & length of transmission line:

\_\_\_\_\_

Location of antennas for Grandfathered Equipment  
(as described in Exhibit "3" attached hereto and  
made a part hereof):

\_\_\_\_\_

Height of antenna(s) on structure:

\_\_\_\_\_

Direction of radiation:

\_\_\_\_\_

Ground Space for Grandfathered Equipment  
(equipment building/floor space dimensions as  
described in Exhibit "4" attached hereto and  
made a part hereof):

\_\_\_\_\_

Frequencies/Max Power Output:

\_\_\_\_\_

Grounding specifications for Grandfathered  
Equipment (as described in Exhibit "5" attached  
hereto and made a part hereof):

\_\_\_\_\_

Generator services, if any:

\_\_\_\_\_

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