

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 20, 2001 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher - Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher – City Attorney

APPROVAL OF AGENDA ITEMS A-M

MOTION made by Alderman Greer and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-M. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO AUTHORIZE MAYOR TO EXECUTE LEASE CONTRACT WITH PEOPLES LEASING FOR FINANCING OF CASE 580 LOADER/BACKHOE

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve the Mayor executing a lease/purchase contract with Peoples Leasing for the financing of a Case 580 Super M 2-Wheel Drive Loader/Backhoe. The cost of the equipment to be leased is \$54,444.00. Copy of the Lease Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF SALE OF SURPLUS ITEMS BID UPON AT AUCTION HELD ON OCTOBER 30, 2001

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Touchton to declare the attached list of items as surplus and to approve the sale of said property to the highest and best bidder as shown on said list. Auction was held on October 30, 2001. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO DISPOSE OF SURPLUS ITEMS NOT BID UPON ON OCTOBER 30, 2001

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to declare the items on the attached list as surplus and to direct the City Clerk to dispose of said items according to applicable law since there were no bids on said items. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION AUTHORIZING AN ADDITIONAL PAYMENT (13TH CHECK) TO RETIREES OF CITY OF CLINTON FIRE & POLICE DISABILITY AND RELIEF FUND FOR 2001

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve the Resolution authorizing an additional (13th check) to retirees of City of Clinton Fire & Police Disability and Relief Fund for 2001. Copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION FOR MAYOR TO ENTER INTO NEGOTIATION WITH CELLULAR SOUTH

Upon written recommendation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to authorize the Mayor to enter into a lease with Cellular South for antenna space on the elevated storage tank at 910 Old Vicksburg Road. Said lease to provide for a primary term of 3 years at \$1,150 per year and 1 option for an additional 3 years at \$1,325 per month. Said lease to meet all requirements of the Zoning Ordinance of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:24.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Date

November 27, 2001

ATTEST: _____

W. Derrick
Wayne Derrick, City Clerk

Date

11/27/2001

SEAL: _____



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 20, 2001 Agenda Item No. 7

Consent Agenda: For:	To:
Account No.	

Discussion/Action:	<u>Approval of Lease/Purchase Financing for Case 580 Super M 2-Wheel Drive Loader/Backhoe; Authorize Mayor to Execute Lease Contract</u>		
Introduced by:	<u>Wayne Derrick</u>	Telephone No.	

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action: _____ Motion made by: Brantley
Seconded by: Brabham

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u>1</u>	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	<u>1</u>	_____	_____
Mayor Aultman	_____	_____	_____

Agenda items must be turned in to the City Clerk with all attachments no later than 5 PM on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

CITY OF CLINTON
CLINTON, MISSISSIPPI 39060
601-924-5462
FAX # 601-925-4605

M E M O R A N D U M

DATE: November 13, 2001

TO: Mayor and Board

FROM: Wayne Derrick *W. Derrick*

SUBJECT: Lease/Purchase of Case 580SM Loader/Extendahoe

In order to secure financing for the subject equipment, requests were submitted to AmSouth Bank (Jackson), The Peoples Leasing (Tupelo), and First Continental Leasing (Hattiesburg). AmSouth declined to bid.

The cost of equipment to be leased is \$54,444.00. Tubb Equipment & Rental Co., Inc. has agreed to buy the equipment back for \$30,000.00 at the end of sixty months. Consequently, the amount owed to the financing company should approximate the amount of the buy-back by Tubb. The following is a comparison of submissions by The Peoples Leasing and First Continental Leasing:

	The Peoples Leasing	First Continental
Number payments:		
60 @	\$576.81	\$653.19
1 balloon @	\$30,000.00	\$24,499.80
Lease rate (APR)	4.69%	4.59%

As can be seen from the information above, First Continental's proposal requires the re-payment of an additional \$5,500 in principal over the sixty-month period.

Since there is no significant difference in the proposed rates and the fact that First Continental requires a faster principal pay-down, I recommend that we execute the lease agreement with The Peoples Leasing. At the end of the lease period, we will have the \$30,000 proceeds from the buy-back from Tubb and we will be able to liquidate the \$30,000 liability owed to The Peoples Leasing at that time.

**THE PEOPLES
LEASING**Equipment Leasing Service of
The Peoples Bank & Trust CompanyP.O. Box 709/Tupelo, Mississippi 38802-0709
662-680-1522 or 1-800-895-1346
Fax: 662-680-1543**BOARD APPROVED**

October 22, 2001

City of Clinton
Attention: Mr. Wayne Derrick, City Clerk
P.O. Box 156
Clinton, MS. 39060

Re: Lease purchase financing of a New Case 580SM Loader/Extendahoe.

Dear Wayne:

Thank you for your invitation to bid on this financing. The Peoples Leasing, a division of The Peoples Bank & Trust Company, is pleased to submit the following quote for lease-purchase financing of the above mentioned equipment.

<u>Equipment Cost</u>	<u>Term</u>	<u>Rate</u>	<u>Payment</u>
\$54,444	60 months	4.69%	\$576.81
	plus one payment of		-----\$30,000

Final delivery and acceptance of the equipment, as well as execution of lease documents acceptable to The Peoples Leasing and City of Clinton shall be October 22, 2001, through December 15, 2001. The offer of this rate will be good through that date.

This is a governmental, tax-exempt issue with first payment due in arrears. Ownership of the equipment will revert to the lessee (City of Clinton) after full payment of the lease stream payments.

BOARD APPROVED

City of Clinton
October 22, 2001
Page 2

We shall require the unqualified opinion of the attorney for The City Of Clinton that the lease is a legal binding obligation and is bank qualified for tax-exempt status under the Internal Revenue Code. In addition we will need evidence from your insurance agent that the equipment is covered, showing The Peoples Leasing as additional insured and loss payee. At the time of lease signing, we will collect document fees in the amount of \$85.

To accept this bid, please sign below and return the original letter or fax copy to The Peoples Leasing on or before December 15, 2001. If this bid is not accepted on or before December 15, 2001 the bid will expire on that date.

This bid is neither assignable nor transferable.

We at The Peoples Leasing appreciate this opportunity to serve your financial needs. If you have any questions, please do not hesitate to call me.

Sincerely,



Ted Ferguson
Assistant Vice President
662.680.1540
800.845.1346

ACCEPTED THIS THE _____ DAY OF _____, 2001

BY: _____ TITLE _____

BOARD APPROVED

FIRST CONTINENTAL LEASING

a division of BancorpSouth Bank

P. O. Box 15097

Hattiesburg, MS 39404-5097

601-544-3252 - 800-222-1610 - FAX 800-322-1611

October 5, 2001

Sent via: Fax No: 601-925-4605 to:

Mr. Wayne Derrick,
City of Clinton, Mississippi
PO Box 156
Clinton, MS 39060

Dear Mr. Derrick:

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

- | | |
|---------------------------------|---|
| 1. <u>Lessor:</u> | First Continental Leasing, a
division of BancorpSouth Bank |
| 2. <u>Lessee:</u> | City of Clinton, Mississippi |
| 3. <u>Equipment Description</u> | (1) Case 580 Super M 2 wheel drive loader backhoe |
| 4. <u>Equipment Cost:</u> | \$54,444.00 |
| 5. <u>Lease Term:</u> | 5 years |
| 6. <u>Lease Payments:</u> | (These are approximate payment amounts. The actual
payment will be determined at funding date.)

60 payments @ \$653.19 w/balloon of \$24,499.80
Payments in Arrears |
| 7. <u>Lease Rate:</u> | 4.59% |
| 8. <u>Funding Date:</u> | This proposal is contingent upon the equipment being
delivered and the lease funded prior to November 30,
2001. If the equipment is not delivered and the lease
funded prior to November 30, 2001, this proposal is
null and void. Any extension of the funding date must
be in writing. |

BOARD APPROVED

9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt.

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to First Continental Leasing. **The proposal is subject to approval by First Continental Leasing's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on October 15, 2001. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to either me or Joyce Dortch at 1-800-222-1610.

Sincerely,



Bob Lee
Municipal Finance Manager

ACCEPTANCE

City of Clinton, Mississippi

By: _____ Date: _____

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 6, 2001

Agenda Item No. 8

Consent Agenda: For:	To:
Account No.	

Discussion/Action: <u>Approval of Sale of Surplus Items Bid Upon at Auction Held on October 30, 2001</u>	
Introduced by: <u>Wayne Derich</u>	Telephone No.

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action: _____

Motion made by: Lott
Seconded by: Touchton

Vote Cast:	"Aye":	"Nay":	Action Taken:
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

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BOARD APPROVED

SURPLUS ITEMS SOLD AT AUCTION ON OCTOBER 30, 2001

<u>ITEM</u>	<u>HIGHEST BIDDER</u>	<u>AMOUNT</u>
Jaeger A.C. Compressor	Durham Auctions, Inc.	18.00
Ford 3000 Tractor	Jim Dallas	1,100.00
Ditcher with Trencher	Jim Dallas	40.00
Big T Vac Leaf Collector	Durham Auctions, Inc.	18.00
Jacobson Turcat 1905	Durham Auctions, Inc.	18.00
Jacobson Turcat 2529	Durham Auctions, Inc.	18.00
John Deere Ft. End Loader	Dennis Green	4,250.00
GMC 86' Pickup 9458	MS Truck Dismantlers	333.00
GMC 86' Pickup 9445	MS Truck Dismantlers	388.00
Dodge 89' Pickup 1819	MS Truck Dismantlers	333.00
GMC 84' Pickup 4698	MS Truck Dismantlers	333.00
Chevy 75' 4x4 Truck 7069	MS Truck Dismantlers	633.00
GMC 85' Suburban 9693	MS Truck Dismantlers	588.00
Chevy Caprice 88' 6743	MS Truck Dismantlers	633.00
Ford Crown Vic. 8950	MS Truck Dismantlers	1,533.00
Chevy Blazer 0584	MS Truck Dismantlers	1,388.00
Ford Crown Vic. 5053	MS Truck Dismantlers	433.00
Ford Crown Vic. 6383	MS Truck Dismantlers	188.00
Chevy Cheyenne 88'	MS Truck Dismantlers	633.00
Chevy Caprice 87' 0018	Jim Dallas	300.00
Chevy Caprice 89'	MS Truck Dismantlers	633.00

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 6, 2001

Agenda Item No. 9

Consent Agenda:

To:

For:

Account No.

Discussion/Action:

Approval of Disposal of Surplus Items not
Bid Upon on October 30, 2001

Introduced by:

Wayne Derrick

Telephone No.

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: _____

Seconded by: _____

Greer
Lott

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 5 PM on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

SURPLUS ITEMS THAT RECEIVED NO BIDS AT AUCTION
ON OCTOBER 30, 2001

NO BID ITEMS

Packard Bell, Model #A940-A10A
Epson Printer #LQ570
(9) Wyse Monitors #WY370
(6) Wyse Keyboards
Head Start VenDey Monitor #77072845
Mitsum Keyboard #ZC-13
Lite On Keyboard #3527
Compaq Disc Computer #24
DTK Computer #1040
HP LaserJet 111 #449A
Secretary Chair
Metal Desk #00077
Legal Filing Cabinet
Small Computer Cart

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 29, 2001

Agenda Item No. 10

Consent Agenda: For:	To:
Account No.	

Discussion/Action:	<i>Approval of Resolution Authorizing an Additional Payment (13th Check) to Retirees of City of Clinton Fire & Police Disability and Relief Fund for 2001</i>	
Introduced by:		Telephone No.
<i>Wozniak</i>		

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action: _____

Motion made by: _____

Seconded by: _____

Touchton
Brabham

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	☒	☐	_____
Hisaw	☒	☐	_____
Greer	☒	☐	_____
Brantley	☒	☐	_____
Fisher	☒	☐	_____
Touchton	☒	☐	_____
Lott	☒	☐	_____
Mayor Aultman	_____	_____	_____

Agenda items must be turned in to the City Clerk with all attachments no later than 5 PM on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2001**

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-139 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance, for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date; and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance.

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipient's annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill no. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2001, are receiving a retirement allowance under Section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2001.

Alderman Touchton moved that the foregoing Resolution be adopted. Alderman Brabham seconded the motion. The vote was as follows:

Alderman Brabham yes

Alderman Hisaw yes

Alderman Greer yes

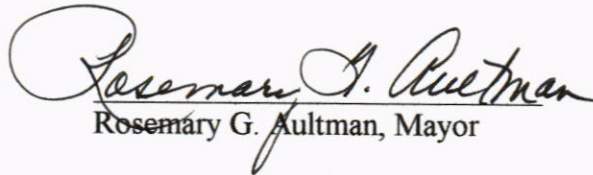
Alderman Brantley yes

Alderman Fisher yes

Alderman Touchton yes

Alderman Lott yes

Approved on the 20th day of November, 2001.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

Seal:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: November 20 , 2001

Agenda Item No. 11

Consent Agenda: Discussion/Action of lease proposal from Cellular South for antenna space on elevated storage tank located at 910 Old Vicksburg Road

For: _____ **Acct. No.** _____

Introduced by: Tim Rogers, Public Works Director

Telephone: 924-2239

Exhibits for Review:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other: _____
LEASE

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Greer

Vote Cast: **"Aye"** _____

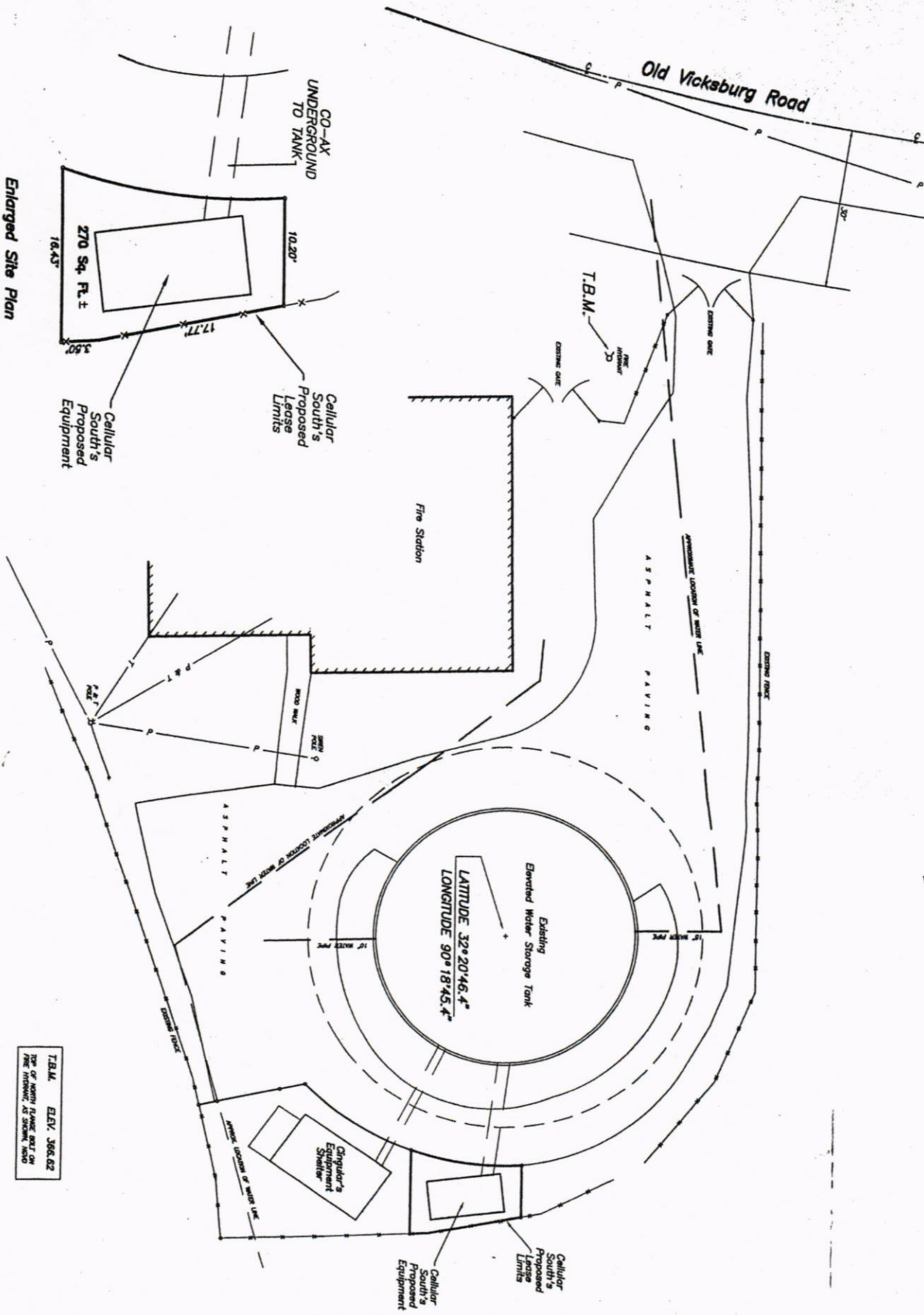
"Nay" _____

Action Taken: _____

Brabham _____
Hisaw _____
Greer _____
Brantley _____
Fisher _____
Touchton _____
Lott _____
Mayor Aultman _____

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED



Enlarged Site Plan

SCALE 1" = 5'

T.B.M. ELEV. 366.62
TOP OF NORTH PLUMB REEF ON
THE VERTICAL IS 366.62

BOARD APPROVED

TeleServe Communications Company

P. O. Box 13547
Jackson, Mississippi 39236

TELEPHONE: (601) 932-6700

EMAIL: teleserve@ayrix.net

FACSIMILE: (601) 939-7127

11/08/01

To: Mr. Tim Rogers – City of Clinton, MS - Public Works Director
Mr. Richard Broom – City of Clinton, MS - City Engineer
From: Tommy Sauve' – Site Acquisition for Cellular South
RE: Lease proposal on city owned water tank

Dear Sirs,

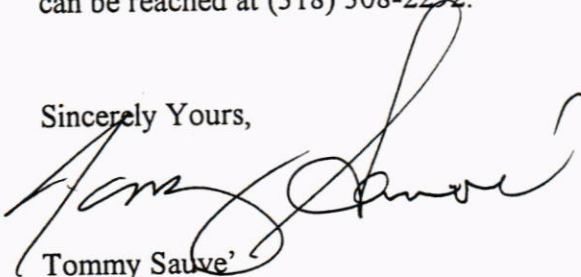
Please find enclosed the necessary documentation for your review in regards to the proposed Cellular South lease with the City of Clinton on the city owned water tank located at 910 Old Vicksburg Road. These are the documents that Mr. Broom indicated were necessary for our proposal to appear on the November 20th agenda. If there is any additional information needed, please get back with us as quickly as possible. Cellular South wishes to be on the next available agenda.

Please find enclosed:

1. Option and Lease agreement
2. Preliminary site sketch for your review and approval (Complete and detailed site plans will be provided.)

We appreciate your help in this matter and look forward to the November 20th meeting. If you need to discuss any of the above information, please contact me at your convenience. I can be reached at (318) 308-2292.

Sincerely Yours,



Tommy Sauve'
Cellular South Site Acquisition Representative

HAND DELIVERED

BOARD APPROVED

STATE OF MISSISSIPPI

COUNTY OF HINDS

LEASE OF WATER TOWER SPACE

BE IT KNOWN AND REMEMBERED that effective this ____ day of _____, 2001 the following contract of lease is hereby entered by and between the following parties:

LESSOR:

CITY OF CLINTON, a Mississippi Municipal Corporation, herein represented by Rosemary Aultman, its duly authorized Mayor, whose mailing address is P. O. Box 156, Clinton, Mississippi 39060, (hereinafter referred to as "Lessor").

And

LESSEE:

CELLULAR SOUTH REAL ESTATE, INC., a Mississippi corporation, herein represented by _____, its duly authorized President, whose mailing address is 125 South Congress Street, 10th Floor, Jackson, Mississippi 39201, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain portion of a water tower located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B". The water tower, land and/or facilities to be used by the Lessee and referred to as the "Leased Premises" and is shown on a survey/site drawing attached hereto in globe as Exhibit "C". The attachment of Lessee's antenna to Lessor's water tower is shown on the drawings attached hereto as Exhibit "D".

2.

TERM. The primary term of this agreement shall be for three (3) years commencing on the effective date hereof and remaining in effect until cancelled or terminated as provided herein.

OPTIONS TO RENEW. Lessee shall have the option to renew and extend the primary term of this Lease as set out below. Each such option period shall be deemed exercised by the Lessee unless the Lessee notifies the Lessor in writing not less than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal or extension period thereof

then in effect, that Lessee does not wish to exercise this option. Options 2 through 5 shall be at a rental as negotiated between the parties at least ninety (90) days before the beginning of the option period.

3.

RENT. Lessee shall pay rental under this Lease monthly in advance commencing on the inception date of this Lease, as follows:

Primary (3 yrs.)	\$ 1,150.00 per month	13,800 P.A.
1 st Option 3 yrs.	\$ 1,325.00 per month	15,900 P.A.
2 nd Option 5 yrs.	To be negotiated but not less than \$1,525.00 per month	
3 rd Option 5 yrs.	To be negotiated but not less than \$ 1,750.000 per month	
4 th Option 5 yrs.	To be negotiated but not less than \$ 2,016.66 per month	
5 th Option 4 yrs.	To be negotiated but not less than \$ 2,333.33 per month	

Rent will be mailed to Lessor on or before the first day of each month. Rent for any partial month will be prorated.

4.

LAW AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further monthly lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its cellular telephone facilities at its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease (with 30 days notice).

5.

USE OF THE PREMISES. Lessee, its employees or agents, shall have the non-exclusive right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other

purpose without having obtained the prior written consent of Lessor. Lessor reserves the right to continue to use the Leased Premises. The primary purpose of the Leased Premises is as an integral part of the portable water system of Clinton, Mississippi. Lessee will not interfere with the operations of Lessor.

Lessee shall use the Leased Premises only for a site for Lessee's cellular telephone facilities, a building used in connection therewith, together with all other necessary related equipment and such other uses related to the cellular radio antenna which the Lessee intends to locate on the water tower at the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the improvements shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor.

Lessee, at all times during this Lease, shall have access and be entitled to twenty four (24) hours seven days per week to its building and on ground improvements. Such access shall be subject to such reasonable rules and regulations of Lessor regarding access, as Lessor may from time to time deem necessary to provide for the security of Lessor's facilities. Neither Lessee nor its contractors shall be permitted to climb Lessor's water tower for purposes of attaching antenna or any maintenance work without Lessor's prior specific approval. Lessee shall contact the City's Public Works Department to obtain permission to climb Lessor's water tower. All of Lessee's improvements and the method and manner of attachment of its antenna to the water tower must be approved by Lessor's Engineer prior to such work beginning. Lessee will allow no personnel on the tower without properly approved OSHA Safety harnesses and climbing devices.

Lessee understands that the Premises are rented without any utilities including, but not limited to, water, electricity, sewage, drainage and telephone services, however, Lessee may install such utilities, as it desires at its sole expense.

Lessee shall be responsible for removing and/or protecting all of its facilities, whether they may be internal or external in nature, when the Lessor conducts any water tower painting, maintenance, repair or construction.

6.

LIGHTING. Lessee shall provide and use lighting on its facilities which is approved by the Federal Aviation Administration and as may be changed and approved by the Federal Aviation Administration from time to time during the Lease. Lessee further agrees to insure that the cellular telephone facilities aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marking requirements designated by the FCC on Lessee's radio license and the compliance with such requirement shall be in the manner prescribed by the FCC rules and policies.

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of

any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future monthly rental payments shall cease and this Lease shall be terminated. In the event that Lessor shall determine it necessary to place equipment and facilities for municipal emergency telecommunications services on the Tower, and such cannot be accomplished without relocation or removal of Lessee's equipment, Lessor shall give Lessee six (6) months advance notice to attempt to relocate or cure such interference before requiring Lessee to remove its equipment. Removal of Lessee's equipment as a result of such conflicting use shall constitute a termination of the Lease and Lessee shall be entitled to repayment of any unearned rentals.

8. - -

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC licenses on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review and assurance that the security and integrity of the tank will not be harmed.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 day of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;
 - (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or

(c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.

(d) By Lessor upon six (6) months advance written notice to Lessee of Lessor's intent to remove the Tower or cease to use the Tower for municipal purposes as a water storage facility.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises. Lessor shall continue to pay all taxes on its water tower and land, if required by law.

10.

LIENS. Lessee shall keep all of the Leased Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics and material men's liens for or arising out of or in connection with work or labor done on the Leased Premises at the request of Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Premises and all improvements thereon against all such liens and claims of liens, suits or other proceedings caused by Lessee. If Lessee desires to contest any such lien it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to Lessor) against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting there from.

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to (a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its rights to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns.

13.

INDEMNIFICATION AND HOLD HARMLESS. Lessee shall indemnify and hold Lessor harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligent acts or omissions or willful misconduct of Lessee or Lessee's agents, employees, Licensees, invitees or contractors occurring in or about the Leased Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising and alleged to arise from the negligent acts or omissions or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees or contractors occurring in or about the Leased Premises. In no event shall the liability of Lessee or Lessor under this agreement include damages for lost profits, consequential or punitive damages. This paragraph shall survive expiration or termination of this Agreement.

14.

DAMAGE OR DESTRUCTION CAUSED BY THIRD PARTIES. Lessor shall not be liable to Lessee for damages arising from interference, discontinuance or interruption of Lessee's operations on the Leased Premises under this Lease, which are due to acts of God or circumstances beyond Lessor's control or, the acts of other Lessees who have entered into a written lease with Lessor prior to this Lease. "Circumstances beyond its control" shall include but shall not be limited to interference whether electrical, radiation or physical.

DESTRUCTION OF PREMISES. If the Property or the tower is destroyed or damaged so as to hinder the effective use of the Tower in Lessee's judgment, or if Lessor advises Lessee upon at least six (6) months advance written notice of Lessor's intent to abandon the property as no longer necessary for municipal purposes or to transfer same, Lessee may elect to terminate this Lease following the date of notice or abandonment or transfer by Lessor, by so notifying the Lessor, in such event, all rights and obligations of Lessee to Lessor shall cease as of the date of such termination and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

15.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of the weather, public disorder or natural disaster, Lessor shall grant such additional

times as shall be reasonable under the circumstances. After the aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by lessee.

16.

WAIVER. No waiver by Lessor or failure by it to require strict and punctual performance by Lessee of any of the terms, conditions, provisions or obligations of the Lease, or any other forbearance, sufferance or indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of Lessee's obligations hereunder.

17.

INSURANCE. The Lessee shall, at its cost and expense, take out and maintain during the term of this Lease, not less than the following insurance coverage: Comprehensive General Liability Insurance against claims for bodily injury, including personal injury and accidental death; as well as from claims for injury or destruction of property. The policy shall be written to include the Lessor as an additional named insured. Not less than the following limit shall be provided; bodily injury liability, including death at \$1,000,000.00 each occurrence; property damage liability \$1,000,000.00 each occurrence, \$1,000,000.00 each accident. The policy shall be written by a reputable company approved by Lessor and shall provide a thirty (30) day written notice of cancellation or change in coverage to Lessor. All policies shall include a waiver of subrogation against Lessor and include coverage for contractual liability to specifically include the hold harmless and indemnification provisions under paragraph 13 of this Lease. Lessee shall furnish certificates of insurance or other evidence satisfactory to Lessor of compliance by Lessee with the provisions hereof at the execution of this Lease.

The insurance coverage limits set out above shall be subject to increase prior to the beginning of each option period of this Lease provided that Lessor has requested such increase by notice to Lessee at least thirty (30) days prior to such date. Upon such request the parties shall attempt to agree for such option period on reasonable and adequate limits for the nature of the risk.

18.

SEVERABILITY. Each Paragraph of this Lease Agreement is severable from all other Paragraphs. In the event any court of competent jurisdiction determines that any Paragraph or subparagraph is invalid or unenforceable for any reason, all remaining Paragraphs will remain in full force and effect.

19.

INTERPRETATION. This Lease shall be interpreted according to and enforced under the laws of the State of Mississippi.

20.

ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement of both parties hereto, and no other oral or prior written agreement shall be binding on the parties hereto. This Lease supersedes all prior agreements, contracts and misunderstandings of any kind between the parties relating to the subject matter hereof.

21.

INTEREST ON ARREARS. Lessee shall pay to Lessor on demand interest at the rate of 10% per annum on the amount of any payment not made when due hereunder from the date due here of until payment is received by Lessor.

22.

NOTICES. All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited in the United States mail, certified mail, postage prepaid or reliable overnight carrier addressed as follows:

LESSOR: City of Clinton
P. O. Box 156
Clinton, Mississippi 39060
Attention: Mayor

LESSEE: Cellular South Real Estate, Inc.
125 South Congress Street, 10th Floor
Jackson, Mississippi 39201
Attention: President

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, 2001.

WITNESSES:

LESSOR:

CITY OF CLINTON

By: _____

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2001, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

Notary Public
Said County and State

In Testimony Whereof, Lessee has executed this act in Jackson, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, 2001.

WITNESSES:

LESSEE:

CELLULAR SOUTH REAL ESTATE, INC.

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2000, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of CELLULAR SOUTH REAL ESTATE, INC., a Mississippi corporation, and that for and on behalf of CELLULAR SOUTH REAL ESTATE, INC., and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by CELLULAR SOUTH REAL ESTATE, INC. so to do.

Notary Public
Said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

EXHIBIT "C"

SURVEY/SITE DRAWING OF LEASED PREMISES;
LIST OF LESSEE'S IMPROVEMENTS

LANDLORD'S WAIVER AND CONSENT

LANDLORD'S WAIVER AND CONSENT dated as of _____, 200_, is made by City of Clinton, a Mississippi municipal corporation (the "Landlord"), for the benefit of First Union National Bank, having an office at One First Union Center, 5th Floor, 301 South College Street, Charlotte, North Carolina 28288-1139, attention of Syndication Agency Services as Administrative Agent (in such capacity, the "Administrative Agent"), and the other Secured Parties (defined in the Credit Agreement dated as of August 25, 2000, (as amended or modified from time to time, the "Credit Agreement"), among **TELEPAK, INC.**, (the "Borrower"), certain subsidiaries of Borrower party thereto, the financial institutions party thereto as lenders (the "Lenders"), the Administrative Agent, Fleet National Bank, as Syndication Agent, and CoBank, ACB, as Documentation Agent.

Subject to and in accordance with the terms and conditions of the Credit Agreement, the Secured Parties have extended or agreed to extend certain loans and other financial accommodations to the Borrower, to be guaranteed by the Borrower and its Subsidiaries, if any, and secured in whole or in part pursuant to one or more agreements, instruments and other documents (collectively, the "Security Agreements") granting security interests in and liens on, among other things, all presently owned and hereafter acquired personal property (collectively, the "Collateral") of the Borrower and its Subsidiaries, if any (the Borrower and its Subsidiaries, if any, are referred to herein collectively as the "Debtors" and each is referred to herein as a "Debtor").

Any or all of the Collateral is or may be installed or kept at the premises owned by the Landlord and leased to a Debtor known as Cellular South Real Estate, Inc. and located in the First Judicial District of Hinds County, Mississippi as more particularly described in **Exhibit A** attached hereto and made a part thereof (the "Premises").

In order to induce the Secured Parties to make the loans and other financial accommodations to the Borrower described in the Credit Agreement, the Landlord has agreed to execute and deliver this Agreement in favor of the Administrative Agent on behalf of the Secured Parties.

NOW THEREFORE, the Landlord, for consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees as follows:

1. The Landlord (i) consents to the installation or location of the Collateral in or on the Premises, (ii) agrees that any right, claim, title, interest or lien in respect of any of the Collateral (including without limitation any right of distraint, levy, execution or sale) that the Landlord may have or acquire for any reason or in any manner (including by reason of the Collateral being installed in or on, attached to or located in or on the Premises, or otherwise) whether arising under any agreement, instrument or law now or hereafter in effect, is hereby made fully subordinate, subject and inferior to every right, claim, title, interest and lien in respect of the Collateral in favor of the Secured Parties or any of them to the full extent that the same secures or may hereafter secure any and all obligations and indebtedness of every kind, now existing or hereafter arising, of the Debtors, or any of them, to the Secured Parties, and (iii) further agrees that the Collateral is and will remain personal property and will not become part of the Premises.

2. The Landlord hereby agrees that so long as this Agreement is in effect, the Landlord shall not exercise or attempt to exercise any right, assert any claim, title or interest in or lien upon, or take any action

or institute any proceedings with respect to, the Collateral. The Landlord agrees to use its best efforts to give Administrative Agent written notice of any event which, with or without the giving of notice or passage of time or both, could result in the creation of the right of the Landlord to terminate any lease ("Lease") covering all or any part of the Premises or to accelerate any rent due thereunder. The Landlord, simultaneously with the giving by the Landlord of any notice of default to the then tenant under a Lease, shall send by registered or certified mail, return receipt requested, or by a reputable overnight courier, to Administrative Agent a photostat or xerox copy of such notice of default.

3. The Secured Parties and their agents, representatives and designees may, at any time and from time to time upon prior notice to the Landlord (which may be oral), enter the Premises without the consent of the Landlord and remove and take possession of the Collateral free of any right, claim, title, interest or lien of the Landlord, provided the Secured Parties restore any parts of the Premises physically damaged by them in the course of removal to the condition such parts were in prior to such entry and removal of the Collateral (but the foregoing shall not impose any liability upon any Secured Party for any damage by fire or other insurable casualty).

4. The provisions hereof shall be irrevocable and remain in full force and effect until each Debtor has fully paid and performed all of obligations to the Secured Parties under and in accordance with the terms of all present and future agreements, instruments and documents evidencing such obligations and all present and future Security Agreements (in each case including any extensions, modifications and renewals thereof or substitutions therefor at any time made), and until all obligations, if any, of the Secured Parties to extend loans, advances, or provide other financial accommodations to the Debtors (including any commitment to lend or issue or confirm or participate in letters of credit) shall be terminated.

5. This Agreement shall be binding upon the Landlord and its successors and assigns and shall inure to the benefit of the Secured Parties and their respective successors, assigns, and designees. The Landlord agrees to make this Agreement known to any transferee of the Premises and any person who may have an interest or right in the Premises. The Landlord acknowledges and agrees that the provisions set forth in this Agreement are, and are intended to be, an inducement and consideration to each Secured Party to make, or permit to remain outstanding, loans, advances and financial accommodations to the debtors, and each Secured Party shall be deemed conclusively to have relied upon such provisions in making, or permitting to remain outstanding, such loans, advances and financial accommodations, and each Secured Party is made an obligee hereunder and may directly enforce the provisions hereof.

IN WITNESS WHEREOF, the Landlord has duly executed this Agreement under seal as of the date and year first above written.

ATTEST:

CITY OF CLINTON

Secretary

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A - Description of Premises

EXHIBIT A

Description of Premises

EXHIBIT "A"

Legal Description

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into between City of Clinton, a Mississippi municipal corporation ("Lessor"), and Cellular South Real Estate, Inc., a Mississippi corporation ("Lessee").

This Memorandum of Lease is being recorded to give notice that Lessor and Lessee have entered into a Lease of Water Tower Space ("Lease") dated _____, 2001 covering land located in the First Judicial District of Hinds County, Mississippi and more particularly described on Exhibit "A" attached hereto and incorporated herein. The primary term of the Lease is three years with five options to extend. The first option period is 3 years; the second option period is 5 years; the third option period is 5 years; the fourth option period is 5 years, and the fifth option period is 4 years. The primary term of the Lease commences on _____, 200_.

In the event of any conflict between this Memorandum of Lease and the Lease itself, the terms of the Lease will control.

In witness whereof, the parties, acting by and through their duly authorized officers, have executed this instrument on the dates below their respective signatures, and effective on the date of the Lease.

LESSOR:

City of Clinton, a Mississippi municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____, 2001

LESSEE:

Cellular South Real Estate, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____, 2001

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2001, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of City of Clinton, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and as the act and deed of said municipal corporation, he executed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2001, within my jurisdiction, the within named _____, who acknowledged that he is _____ of Cellular South Real Estate, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

INDEXING INSTRUCTIONS: The land subject to this instrument is located in the ___ 1/4, Section ___, Township ___, Range ___, First Judicial District of Hinds County, Mississippi.

This instrument prepared by, and after recording should be returned to:

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC

Attorneys at Law

Post Office Drawer 119

Jackson, Mississippi 39205

Telephone: (601) 948-3101

Attention: P. David Andress

Lessor

Post Office Box 156

Clinton, Mississippi 39060

telephone: (601) 924-5462

Lessee

125 South Congress Street, Suite 1400

Jackson, Mississippi 39201

telephone: (601) 355-1522