

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between City of Winter Park, a Florida municipal corporation ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one hundred and no/100 dollars (\$100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals")), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease, provided Tenant repairs any damage caused to the Property as a result of said Tests and provided said Tests do not cause injury to any person. Tenant may not conduct any invasive testing of the Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall indemnify, save harmless and defend Landlord from and against any and all claims, liabilities, loss, costs, damage and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate or bankruptcy proceedings) which Landlord may suffer, sustain or incur by reason of Tenant's exercise of the right to make and conduct the Tests, including any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claim against the Property or any part thereof, except if any such claims, liabilities, loss, costs, damages and expenses are caused by, or arise out of the negligence or deliberate acts of Landlord, its agents, employees, invitees, contractors and subcontractors. This duty of Tenant to indemnify, defend and hold harmless Landlord shall survive the closing or earlier termination of this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property, together with the Easements (as herein defined), as the same are described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 2525 Cady Way, Winter Park, Orange County, FL 32792, comprises approximately 345 square feet. Tenant's location on the Tower shall be at 105 feet above ground level.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, and subject to adjustments as provided in Section 4(b) below, Tenant shall pay Landlord or designee, as rent, two thousand two hundred and no/100 dollars (\$2,200.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the anniversary of the Commencement Date and on each such subsequent anniversary thereof, to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may only be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of the Antenna Facilities (as herein defined) and related activities.

6. Interference.

(a) Tenant shall operate the Antenna Facilities in compliance with all FCC requirements, including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property or the Tower, provided that the installation and operation of any such facilities predate the installation of the Antenna Facilities. Subsequent to the installation of the Antenna Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property, the Tower or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's or Tenant's sublessees' or assignees' operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Lease.

(b) Subject to the terms and conditions of this Lease, Tenant shall not and shall not permit any sublessee or assignee of the Premises to: (i) install or change, alter or improve the frequency, power, or type of communications equipment that interferes with the Landlord's operations at the Property or on the Tower or is not authorized by applicable laws, rules, regulations or ordinances, or is not made or installed in accordance with good engineering and telecommunications industry standards and practices; or (ii) implement a configuration which interferes with the operation of Landlord's communications equipment at the Property or on the Tower; or (iii) implement a configuration which interferes with the operation of the Landlord's other communications facilities wherever located or used, including but not limited to police, fire, public safety, utilities, and public works, provided, however, that Landlord agrees, upon request, to assist and advise Tenant with respect to such matters.

(c) In the event of any interference occurring as a result of actions of Tenant or Tenant's sublessee or assignee described in Section 6(a) above, Tenant shall be responsible for coordinating and resolving any such interference problems, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from the Landlord and perform interference studies to identify, correct and eliminate the interference. If the interference cannot be corrected or eliminated within such forty-eight (48) hour period, Tenant shall cause any of Tenant's or Tenant's sublessee's or assignee's communications equipment that interferes with the operation of the Landlord's communications equipment or its reserved space on the Tower or the Landlord's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment or facility back up or on only during off-peak hours reasonably specified by the Landlord in order to determine whether such interference continues or has been eliminated, or in order to resolve such interference; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of the Landlord's communications equipment or otherwise on the tower shall also be turned off. If Tenant or Tenant's sublessee or assignee cannot correct or eliminate, to the satisfaction of the Landlord, such interference within twenty (20) days of receipt of written notice from the Landlord, then Tenant shall, or shall cause its sublessee or assignee to, cease its operations of the objectionable communications equipment and to stop providing services from the Premises and the Tower in its entirety until the interference problems are resolved. Notwithstanding the foregoing, in the event of any interference with the operation of the Landlord's public safety communications facilities or equipment, whether located on the Property or Tower, or elsewhere, then the Landlord shall have the right to have such interfering communications equipment to be immediately powered down or turned off, without requiring any forty-eight (48) hour notification.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Subject to Section 6 above, Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. Tenant agrees that if Tenant makes any alterations, additions, improvements or changes to the Premises pursuant to the terms of this Lease, then Tenant shall make full and prompt payment of (and hereby agrees to indemnify and hold Landlord harmless from) all related costs and shall obtain the release or cancellation of any notice, claim or lien filed by any person's whomsoever by bond or otherwise within thirty (30) days after notice to Tenant by Landlord. In no event shall the interest of Landlord in the Property, Tower or Premises be subject to any mechanic's, materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant, regardless of whether such work was done with Landlord's consent. All persons dealing or contracting with Tenant or its successors or assignees are hereby put on notice of the foregoing provisions.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence, provided such means do not interfere with Landlord's and Landlord's lessees' and licensees' access to the remainder of the Property and the Tower.

(c) Tenant shall, at Tenant's expense, keep and maintain the Premises in good condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted within sixty (60) days of such expiration or termination.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility, and Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant certain easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). Said Easements are reflected on Exhibit "B" attached hereto and incorporated herein by reference. The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant or its agents, employees, independent contractors, licensees, invitees, or sublessees.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon twenty (20) days' prior written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such twenty (20) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' prior written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction, provided Tenant shall be solely responsible for any restoration of the Antenna Facilities, provided that such damage or destruction is not caused by Landlord, its employees, agents, representatives or contractors. This Subsection shall not be construed to render Landlord liable to rebuild or replace the Premises or Tower or any part thereof; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to make any payments required under this Lease and fails to cure the same within twenty (20) days' of written notice from the other party, or if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default. Each party shall have all equitable and legal rights and remedies under Florida law and under this Lease in the event the other party should breach the terms of this Lease and not cure the same within the applicable cure period.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in the amount of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate, covering its actions on the Premises. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain. The coverage under such insurance policy shall not be subject to cancellation without at least thirty (30) days prior written notice being provided to Tenant and Landlord, and shall name Landlord as additional insured. Prior to the Commencement Date, Tenant shall provide the Landlord with a certificate of insurance evidencing such coverage. Tenant's contractors who perform work on the Tower must maintain insurance coverage in amounts and types that are customary for contractors who perform work on communications towers.

(b) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(c) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any violations of applicable codes, statutes or other regulations governing the Property existing prior to the Commencement Date of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

Attn: Legal Dept.

And with a copy to:

T-Mobile South LLC
3407 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607
Attn: Lease Administration Manager

If to Landlord, to:

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Send Rent payments to:

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Tenant, that have occurred or which may occur on the Property. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance caused by Tenant, or its agents, employees, or independent contractors which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may, upon written notice to Landlord, assign or transfer (by sublease or otherwise) its rights arising under this Lease to any corporation, partnership or other entity which is (i) controlled by, controlling or under common control with Tenant, (ii) shall merge or consolidate with or into Tenant, (iii) shall succeed to all or substantially all the assets, property and business of Tenant, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon assignment Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Notwithstanding the foregoing, no such assignment,

transfer or sublease of the Lease or the entire Premises shall relieve Tenant from all liabilities and obligations incurred prior to the date of assignment, unless expressly agreed to in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Tenant may, upon notice to the Landlord, grant a security interest in the Antenna Facilities, and may collaterally assign the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C shall be recorded by Tenant in the Public Records of Orange County, Florida.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either

the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Winter Park

By: _____

Printed Name: _____

Title: _____

Date: _____

Paul B. Knight
Paul B. Knight
City Manager
12/5/09

WITNESSES:

Print Name _____

Print Name _____

Michelle Berney
Michelle Berney
George Wiggan
George Wiggan

TENANT: T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T. B. Chandler
Tim B. Chandler
Area Director, Engineering and Operations
12-9-08

WITNESSES:

Print Name _____

Print Name _____

Linda Gail Nettles
Linda Gail Nettles
Paul E. Dupuis
Paul Dupuis

EXHIBIT A
Legal Description

The Property is legally described as follows:

That part of the West 15 acres of the NW 1/4 of the NE 1/4 of Sec. 9, Twp. 22 South, R 30 East, lying South of the U.S. Govt. Railroad spur, less the South 30 feet thereof for road; also begin at the SE corner of the NE 1/4 of the NW 1/4 of Sec. 9, Twp. 22 South, R 30 East, run West 91.3 feet along the South line of the said NE 1/4 of NW 1/4, thence N. 00° 01' W 182.4 feet, thence N 11°32' E 375.5 feet, thence N 24° 02' W 73.15 feet to the South R/W line of aforesaid U. S. Govt. Railroad spur (the said R/W line lying 50 feet Southerly from, when measured at right angles to the center line of track), said South R/W line being on a curve to the right having a radius of 900.59 feet, run thence Northeasterly along the arc of said curve 37.74 feet to intersect with the Eastline of said NE 1/4 of the NW 1/4, thence run S. 00° 46' 30" E 619.13 feet along said East line to the Point of Beginning; less the South 30 feet thereof for road.

EXHIBIT B

Premises

The Premises (together with access and utilities) is more particularly described and depicted as follows:

TENANT LEASE PARCEL

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00" WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'33" EAST FOR 23.00 FEET; THENCE NORTH 45°01'27" WEST FOR 15.00 FEET; THENCE SOUTH 44°58'33" WEST FOR 23.00 FEET; THENCE SOUTH 45°01'27" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 345 SQUARE FEET, MORE OR LESS

15-FOOT WIDE NON-EXCLUSIVE INGRESS/EGRESS EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00" WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 44°58'33" EAST FOR 15.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 45°01'27" EAST FOR 7.50 FEET; THENCE NORTH 44°58'33" EAST FOR 40.81 FEET; THENCE NORTH 58°26'41" WEST FOR 140.56 FEET; THENCE SOUTH 67°47'20" WEST FOR 309.84 FEET; THENCE SOUTH 25°07'33" WEST FOR 45.39 FEET; THENCE SOUTH 61°56'31" WEST FOR 65.82 FEET; THENCE SOUTH 16°25'26" WEST FOR 29.29 FEET; THENCE SOUTH 15°03'52" EAST FOR 39.97 FEET; THENCE SOUTH 36°02'37" WEST 53.48 FEET; THENCE SOUTH 59°54'00" WEST FOR 153.13 FEET; THENCE SOUTH 80°20'04" WEST FOR 43.95 FEET; THENCE NORTH 88°47'17" WEST FOR 40.34 FEET; THENCE SOUTH 84°28'30" WEST FOR 59.73 FEET; THENCE SOUTH 60°56'34" WEST FOR 111.51 FEET; THENCE SOUTH 76°54'31" WEST FOR 118.75 FEET; THENCE NORTH 88°13'01" WEST FOR 60.24 FEET; THENCE NORTH 86°53'57" WEST FOR 99.71 FEET; THENCE SOUTH 67°22'44" WEST FOR 87.84 FEET; THENCE SOUTH 51°07'41" WEST FOR 90.76 FEET; THENCE SOUTH 89°23'39" WEST FOR 27.71 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SOUTH PERTH LANE (60 FOOT RIGHT OF WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 24,395 SQUARE FEET, MORE OR LESS.

10-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00" WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 44°58'33" EAST ALONG THE SOUTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 23.00 FEET; THENCE NORTH 45°01'27" WEST ALONG THE NORTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 44° 58'33" EAST FOR 15.21 FEET; THENCE NORTH 31°33'19" EAST FOR 31.12 FEET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 516 SQUARE FEET, MORE OR LESS.

5-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00" WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 45°01'27" WEST ALONG THE SOUTHWESTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 2.50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 44°58'33" WEST FOR 18.50 FEET; THENCE NORTH 45°01'27" WEST FOR 24.50 FEET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 215 SQUARE FEET, MORE OR LESS.

EXHIBIT B (Cont'd)

Premises

The Premises (together with access and utilities) is more particularly described and depicted as follows:

SEE ATTACHED 4 PAGES

NOTES:

1. SITE SHALL COMPLY WITH ALL STATE AND LOCAL STORM WATER REGULATIONS.
2. EXISTING VEGETATION BUFFER AROUND TOWER COMPOUND TO REMAIN.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY EITHER CMX OR THE CLIENT.
4. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE EASEMENTS AND LEASE AREA PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT THE CLIENT IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.

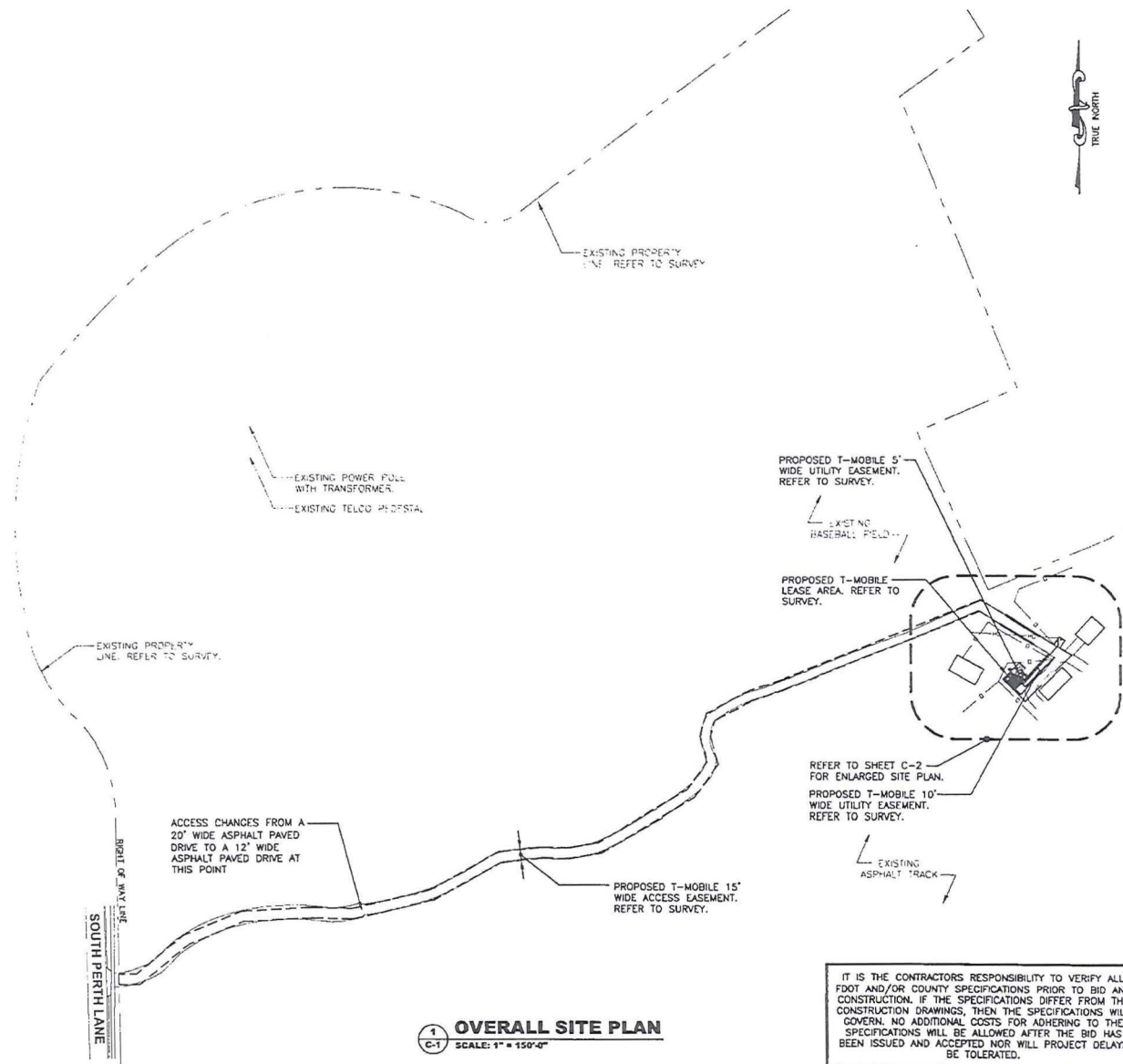
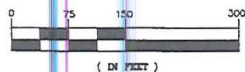
NOTES:

1. CONTRACTOR SHALL VERIFY ALL PLANS AND POSTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 120178 0255 E, DATED 12/06/00. NO FIELD MEASUREMENTS WERE USED IN THIS DETERMINATION.



GRAPHIC SCALE



OVERALL SITE PLAN
SCALE: 1" = 150'-0"

IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL FOOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.



3550 BUSHWOOD PARK DRIVE
SUITE 270, TAMPA, FL 33618
PH: (813) 932-7279
FAX: (813) 932-7363
ARIZONA • FLORIDA • MARYLAND
NEW YORK • NEW JERSEY • NEW MEXICO
PENNSYLVANIA • NEW YORK • GEORGIA



3407 DR. MARTIN
LUTHER KING JR. BLVD
TAMPA, FL 33607
PHONE: (813) 348-2430
FAX: (813) 348-4325

SCHEDULE OF REVISIONS

7		
6		
5		
4		
3		
2		
1		
D	9/29/08	ISSUE FOR REVIEW
NO.	DATE	DESCRIPTION
DRAWN BY:	TD	CHECKED BY: DO
SCALE:	AS NOTED	JOB NO: 06041690

EAST WINTER PARK #AZE0896A

2525 CADY WAY
WINTER PARK, FL 32782
ORANGE COUNTY

SHEET DESCRIPTION:

OVERALL SITE PLAN

SHEET NO:

C-1

SHEET NO: 5 OF 15

MARK S. SAMLIANO, P.E.
FL PROFESSIONAL ENGINEER LICENSE # 12004
FL CERTIFICATE OF AUTHORIZATION # 29948

EXISTING CHAIN LINK FENCE

PROPOSED LOCATION OF RELOCATED SWING GATE.

EXISTING SWING GATE TO BE RELOCATED. REPLACE REMOVING GATE WITH NEW CHAIN LINK FENCE TO MATCH EXISTING.

FUTURE GENERATOR

EXISTING H-FRAME AND TELCO ENCLOSURE TO BE RELOCATED AS SHOWN. VENDOR FACTOR TO REMOVE CONCRETE PIER TO 2' BELOW GRADE AND REMOVE ALL CONDUIT AND GROUNDING.

PROPOSED 4' WIDE SWING GATE. (TYP OF 2)

PROPOSED T-MOBILE 15' x 23' LEASE AREA.

PROPOSED 12'-6" x 23' COMPOUND.

PROPOSED CHAINLINK FENCE WITH PRIVACY VINYL SLATS TO MATCH EXISTING.

EXISTING CONCRETE EQUIPMENT PAD

EXISTING FENCED COMPOUND W/PRIVACY SLATS

PROPOSED 10' WIDE UTILITY EASEMENT. REFER TO SURVEY.

PROPOSED LOCATION OF RELOCATED H-FRAME AND TELCO ENCLOSURE

PROPOSED 5' WIDE UTILITY EASEMENT. REFER TO SURVEY.

EXISTING 130' CONDUIT REFER TO DETAIL 1/S-2

PROPOSED T-MOBILE TELCO BOX ON H-FRAME. REFER TO DETAIL 3/E-2.

PROPOSED T-MOBILE METER AND DISCONNECT SWITCH. REFER TO DETAIL 3/E-2.

PROPOSED 15' WIDE ACCESS EASEMENT. REFER TO SURVEY.

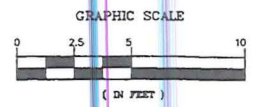
PROPOSED T-MOBILE WAVEGUIDE BRIDGE 14'±. REFER TO DETAIL 2/S-2.

PROPOSED T-MOBILE EQUIPMENT AREA LIGHT. REFER TO DETAIL 4/E-2.

PROPOSED T-MOBILE EQUIPMENT CABINET LAYOUT. REFER TO DETAIL 3/S-3.

EXISTING MAINTENANCE BUILDING

EXISTING ASPHALT DRIVE



ENLARGED SITE PLAN
SCALE: 1" = 5'-0"

CMX
3350 BUSCHWOOD PARK DRIVE
SUITE 270, TAMPA, FL 33618
PH: (813) 932-7270
FAX: (813) 932-7263
ARIZONA • FLORIDA • MARYLAND
NEVADA • NEW JERSEY • MEXICO
PENNSYLVANIA • NEW YORK • GEORGIA

T-Mobile
3407 DR. MARTIN LUTHER KING JR. BLVD.
TAMPA, FL 33607
PHONE: (813) 348-2430
FAX: (813) 348-4325

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION
7		
6		
5		
4		
3		
2		
1		
0	9/29/08	ISSUE FOR REVIEW
NO.	DATE	DESCRIPTION
DRAWN BY:	TD	CHECKED BY: BD
SCALE:	AS NOTED	JOB NO: 060416901

EAST WINTER PARK
#A2E0896A
2525 CADY WAY
WINTER PARK, FL 32782
ORANGE COUNTY

SHEET DESCRIPTION:

ENLARGED SITE PLAN

SHEET NO:

C-2

SHEET NO: 6 OF 15

MARK S. DAMILANO, PE
FL PROFESSIONAL ENGINEER NO. 81540
FL CERTIFICATE OF AUTHORIZATION # 28649

IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AIR OR TURNED DOWN, T-MOBILE IS TO BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION.

IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.

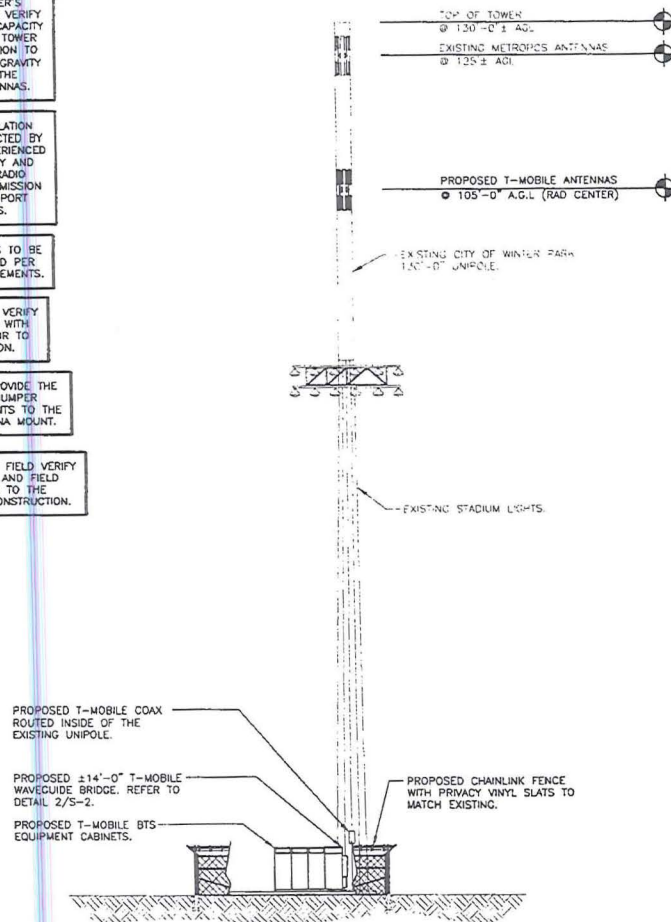
ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES AND SUPPORT STRUCTURES.

ALL CONNECTIONS TO BE WEATHERPROOFED PER T-MOBILE REQUIREMENTS.

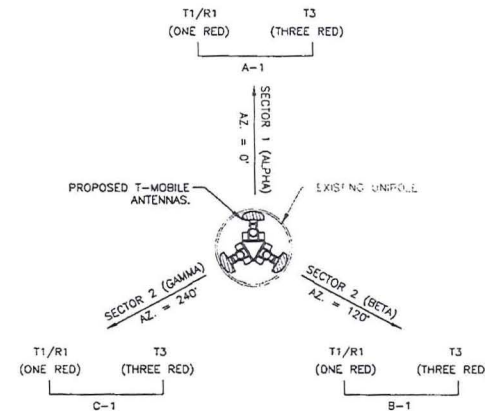
CONTRACTOR TO VERIFY COAX ROUTING WITH T-MOBILE PRIOR TO CONSTRUCTION.

CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



1 TOWER ELEVATION
SCALE: N.T.S.



NOTES:

1. ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKET. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0.0'. SEE TOWER ELEVATION FOR ANTENNA HEIGHT.
3. SEE ANTENNA TABLE FOR CABLE DIAMETERS.
4. CONTRACTOR SHALL VERIFY ALL EXISTING MATERIAL SIZES INSIDE OF RADOME PRIOR TO ORDERING NEW ANTENNA MOUNTS.

2 ANTENNA CONFIGURATION PLAN
SCALE: N.T.S.

ANTENNA AND COAX SCHEDULE									
SECTOR	AZIMUTH	MOUNT HEIGHT	ANTENNA MODEL	ANTENNA QTY	COAX SIZE	EQUIPMENT TO TOWER	COAX LENGTH TOWER TO ANTENNA	TOTAL LENGTH PER LINE	COAX QTY
ALPHA	0°	105'-0"	TMZXXX-6516-R2M	1	7/8"	±14'-0"	±105'-0"	±131'-0"	6
BETA	120°	105'-0"	TMZXXX-6516-R2M	1	7/8"	±14'-0"	±105'-0"	±131'-0"	6
GAMMA	240°	105'-0"	TMZXXX-6516-R2M	1	7/8"	±14'-0"	±105'-0"	±131'-0"	6
TOTAL							±2358'-0"		18

* CONTRACTOR SHALL VERIFY ANTENNA TYPE, AZIMUTH, DOWNTILT AND COAX TYPE WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

3 ANTENNA AND COAX SCHEDULE
SCALE: N.T.S.

CMX
3550 BUCHWOOD PARK DRIVE
SUITE 270, TAMPA, FL 33618
PH: (813) 932-7279
FAX: (813) 932-7283
ARIZONA • FLORIDA • MARYLAND
NEVADA • NEW JERSEY • MEXICO
PENNSYLVANIA • NEW YORK • GEORGIA

T-Mobile
3407 DR. MARTIN
LUTHER KING JR. BLVD.
TAMPA, FL 33607
PHONE: (813) 348-2430
FAX: (813) 348-4325

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION
7		
6		
5		
4		
3		
2		
1		
0	9/29/08	ISSUE FOR REVIEW
DRAWN BY:	TD	CHECKED BY: BO
SCALE: AS NOTED		JOB NO: 000418901

EAST WINTER PARK
#AZE0896A
2525 CADDY WAY
WINTER PARK, FL 32782
ORANGE COUNTY

SHEET DESCRIPTION:

TOWER ELEVATION & ANTENNA DETAILS

SHEET NO:

S-1

SHEET NO: 8 OF 15

MARK E. BASHIANO, P.E.
FL PROFESSIONAL ENGINEER NO. 11540
FL CERTIFICATE OF AUTHORIZATION # 38848

EXHIBIT C

**Memorandum
of
Lease**

Site Number: A2E896A
Site Name: East Winter Park
Market: Orlando

Prepared by and upon recording return to:
T-Mobile South LLC
3407 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607
Attn: Lease Administration Manager

MEMORANDUM OF LEASE

Assessor's Parcel Number: 09-22-30-0120-98-030
Between City of Winter Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between City of Winter Park, a Florida municipal corporation ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

The Lease contains the following provision:

In no event shall the interest of Landlord in the Premises be subject to any mechanic's, materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant, regardless of whether such work was done with Landlord's consent.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Winter Park

By: _____

Printed Name: _____

Title: _____

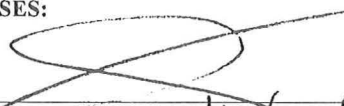
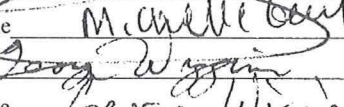
Date: _____


Randy Knight
City Manager
12/05/08

WITNESSES:

Print Name _____

Print Name _____


Michelle Gay

George Wiggins


TENANT: T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

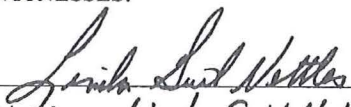
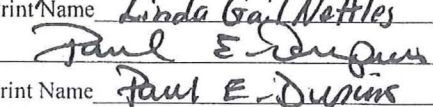
Date: _____


Tim B. Chandler
Area Director, Engineering and Operations
12-5-08

WITNESSES:

Print Name _____

Print Name _____


Linda Gail Nettles

Paul E. Dupuis