

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/25/2019

Contract/Lease Control #: L08-0314-WS

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: SBA TOWERS, II, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/09/2009

Expiration Date: 07/09/2019

Description of Contract/Lease: MOMOPOLE ANTENNA BWB TANK SITE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Henderson Brothers Inc 820 Ft. Duquesne Blvd. Pittsburgh, PA 15222	CONTACT NAME: PHONE (A/C, No, Ext): (412) 261-1842 FAX (A/C, No): (412) 261-4149 E-MAIL Address: info@hendersonbrothers.com
	INSURER(S) AFFORDING COVERAGE
INSURED SBA Communications Corporation 8051 Congress Ave. Boca Raton, FL 33487	INSURER A: Travelers Property Casualty Company of America 25674
	INSURER B: The Charter Oak Fire Ins. Co. 25615
	INSURER C: Hartford Fire Insurance Company Payable 19682
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INSR. INFO. (BY CD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EXGL-474MB138	3/15/2020	3/15/2021	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAP-474MB14A	3/15/2020	3/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-15N37405	3/15/2020	3/15/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in ME) <input type="checkbox"/> Y/N N/A		UB-4L099102	3/15/2020	3/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Worker's Comp		UB-3L884966	3/15/2020	3/15/2021	Each Acc/Policy Lmt \$ 1,000,000
C	Prof/Poll (100k SIR)		40 CPI HA8405	3/15/2020	3/15/2021	Claim/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460805, CAT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, CAT3400216, EU00010716 and WC000313(06), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4001209 when required by written contract.

The insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

108-0314-WS

CERTIFICATE HOLDER Okaloosa County Bcc Ste 300 1804 Lewis Turner Blvd Fort Walton Beach, FL 32547-1285	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/19/2019

Contract/Lease Control #: L08-0314-WS

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: SBA TOWERS, II, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/09/2019

Expiration Date: 07/09/2024

Description of Contract/Lease: MOMOPOLE ANTENNA BWB TANK SITE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



SBACOMM-01

NRCRISWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Henderson Brothers Inc 920 Ft. Duquesne Blvd. Pittsburgh, PA 15222	CONTACT NAME:	
	PHONE (A/C, No, Ext): (412) 261-1842	FAX (A/C, No): (412) 261-4149
	E-MAIL ADDRESS: info@hendersonbrothers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property & Casualty	25674
	INSURER B: St. Paul Fire & Marine	24767
	INSURER C: The Charter Oak Fire Ins. Co.	25615
	INSURER D: Hartford Fire Insurance Company Payable	19682
	INSURER E:	
	INSURER F:	

INSURED
SBA Communications Corporation
8051 Congress Ave.
Boca Raton, FL 33487

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EXGL-474M8138	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 900,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 900,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP-474M814A	03/15/2019	03/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15N37405	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 25,000,000
							AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4L099102	03/15/2019	03/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Worker's Comp			UB-3L884966	03/15/2019	03/15/2020	Each Acc/Policy Lmt 1,000,000
D	Prof/Poll (100k SIR)			40 CPI HA6405	03/15/2019	03/15/2020	Claim/Agg 5,000,000

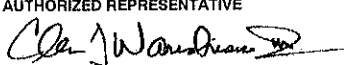
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job FL12759

Site Name: Range Rd, Site Number: FL12759-B-0

L 08-0314-WJ

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County BCC Gerard F. Menze, Financial Manager 5479 A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Henderson Brothers Inc		NAMED INSURED SBA Communications Corporation 8051 Congress Ave. Boca Raton, FL 33487	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- Named Insureds Cont'd:**
- SBA Communications Corporation
 - SBA Network Services, LLC
 - Asset Development, LLC
 - Brazil Shareholder I, LLC
 - Brazil Shareholder II, LLC
 - Central America Equityholder, LLC
 - Chile Shareholder, LLC
 - Collier Enterprises II LLC
 - Colombia Shareholder, LLC
 - Costa Rica Quotaholder, LLC
 - Datapath Development Towers, LLC
 - D.W. Holdings Acquisition 2014, LLC
 - Ecuador Shareholder, LLC
 - Ecuador Shareholder II, LLC
 - El Salvador Shareholder I, LLC
 - El Salvador Shareholder II, LLC
 - Guatemala Shareholder I, LLC
 - LOC Sites Infraestructura Telefonica Ltda
 - SBA 2012 TC Holdings, LLC
 - SBA 2012 TC Land II, LLC
 - SBA 2014 PR, Inc. f/k/a Soluwise, Inc.
 - SBA BTS, LLC
 - SBA DAS & Small Cells, LLC
 - SBA Depositor LLC
 - SBA GC Holdings, LLC
 - SBA GC Parent I, LLC
 - SBA GC Parent II, LLC
 - SBA GC Towers, LLC
 - SBA Guarantor LLC
 - SBA Holdings LLC
 - SBA Holdings e Participações Ltda.
 - SBA HQ, LLC
 - SBA Infrastructure, LLC
 - SBA Land, LLC fka TCO Land LLC
 - SBA Torres Argentina S.R.L.
 - SBA Structures, LLC
 - SBA Telecommunications, LLC.
 - SBA Towers II LLC
 - SBA Torres Brasil, Limitada
 - SBA Torres Chile, Spa
 - SBA Torres Colombia S.A.S
 - SBA Torres Costa Rica, Limitada
 - SBA Torres Ecuador SBAEC, S.A.
 - SBA Torres El Salvador, S.A. De C.V.
 - SBA Torres Guatemala, Limitada
 - SBA Torres Nicaragua, S.A.
 - SBA Torres Nicaragua II, LLC
 - SBA Torres Panama, S.A.
 - SBA Torres Peru, S.A.
 - SiteExcell Ventures, LLC
 - Guatemala Shareholder II, LLC
 - MCM Acquisition 2017, LLC
 - Memphis Towers, LLC
 - Mercury Towers Acquisition 2013, LLC
 - Municipal Acquisition 2015, LLC
 - Nicaragua Shareholder I, LLC
 - OFO LLC
 - Panama Shareholder, LLC
 - Patriot Towers Acquisition 2017, LLC
 - Quality Tower Developers, LLC
 - Peru Shareholder I, LLC
 - Peru Shareholder II, LLC
 - SBA 2012 TC Assets, LLC
 - SBA 2012 TC Assets Land, LLC
 - SBA 2012 TC Assets PR, LLC
 - SBA Monarch Steel, LLC
 - SBA Land, LLC fka TCO Land LLC
 - SBA Monarch Steel, LLC
 - SBA Monarch Towers I, LLC
 - SBA Monarch Towers III, LLC
 - SBA Network Management, Inc.
 - SBA New Builds, LLC
 - SBA Properties, LLC
 - SBA RSA Holdings, LLC
 - SBA Puerto Rico, LLC
 - SBA Senior Finance II LLC
 - SBA Senior Finance, LLC.
 - SBA Site Management, LLC
 - SBA Sites, LLC
 - SBA Steel LLC
 - SBA Steel II, LLC
 - SBA Towers III LLC
 - SBA Towers IV, LLC
 - SBA Towers IX, LLC
 - SBA Towers V, LLC
 - SBA Towers VI, LLC
 - SBA Towers VII, LLC
 - SBA Towers VIII, LLC
 - SBA Towers USVI, Inc.
 - SBA Towers, LLC
 - SBA TRS Holdco, LLC
 - SIQUE SUIT LOCAÇ ES LTDA
 - Southern Towers SRL
 - SBA Nicaragua IV y Cia Ltda.
 - Tower Funding II, LLC
 - Torres Ecuatorians Torresec, S.A.



ADDITIONAL REMARKS SCHEDULE

AGENCY Henderson Brothers Inc		NAMED INSURED SBA Communications Corporation 8051 Congress Ave. Boca Raton, FL 33487	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

STC Towers Acquisition 2015, LLC Torres Tocales, S.A.
 Tower Funding, LLC Torres Andinas S.A.
 Torresec Peru, S.A.C. SBA Nicaragua III Y Cia Ltda.
 TV6 Holdings LLC BTC Participacoes E Portfolio de Torres I LTDA
 Torres Andinas S.A. SBA Torres Guatemala II, S.A. f/k/a Vialux, S.A.
 SBA Torres Guatemala II, S.A. f/k/a Vialux, S.A.
 SBA 2016 TC USVI, LLC f/k/a TowerCo 2013 USVI LLC
 MAA Desarrollo E Inversiones Inmobiliarias, S.A.C.
 Highline Do Brasil Infraestrutura De Telecomunicacoes S.A.
 Higline Negocios Imobiliarios Ltda.

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date:

A

Contract/Lease Control #: L08-0314-WS

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: ~~POWERTEL/MEMPHIS, INC~~ *SBA Towers II, LLC*

Lessor: OKALOOSA COUNTY

Effective Date: 5/6/2008

Amount: \$52,980

Term/Expires: 5/6/2018

Description of Contract/Lease: MONOPOLE ANTENNA BWB TANK SITE

Department Manager: WATER & SEWER

Department Monitor: J. LITTRELL

Monitor's Telephone #: 651-7172

Monitor's Fax #: 651-7193

Date Closed:

**LEASE 3 L08-0314-WS
SBA TOWERS II, LLC.
MONOPOLE ANTENNA BWB TANK SITE
EXPIRES: 05/06/2018**

Jack Allen

From: Jeff Littrell
Sent: Monday, March 04, 2013 2:39 PM
To: Jack Allen
Cc: Richard Brannon; Gary Real; Mark Wise; Mark Griffin; Alice Gaston
Subject: RE: Lease Within 90 Days Of Expiring - SBA Towers II, LLC (L08-0324-WS) Monopole Antenna BWB Tank Site

Jack,

According to the terms of the Lease with SBA Towers II, LLC, the contract was for five years, with five automatic five year renewals.

The Site Lease With Option document states in Paragraph 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 the 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."

OCWS staff wishes to continue the lease, as it provides revenue that enhances the financial stability of the Water & Sewer enterprise fund. We have a call in to SBA Towers II to confirm that they do not intend to notify us of an intention to opt out of the automatic renewal. We will let you know if such a notification occurs, but at this point, we are moving forward with the automatic renewal. We will be contacting SBA Towers II, LLC to let them know that their insurance certificate expires on 03/15/2013 and that we will be needing a new one from them ASAP.

Please let me know if you have any questions or need anything else from me.

Jeff Littrell, Director
Okaloosa County Water & Sewer System
850-651-7172

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

-----Original Message-----

From: Jack Allen
Sent: Monday, March 04, 2013 11:34 AM
To: Mark Griffin
Cc: Jeff Littrell; Richard Brannon; Jack Allen
Subject: FW: Lease Within 90 Days Of Expiring

Please review the automated notice below and take appropriate action.

Thanks,
Jack

Jack Allen

From: Jack Allen
Sent: Monday, March 04, 2013 11:34 AM
To: Mark Griffin
Cc: Jeff Littrell; Richard Brannon; Jack Allen
Subject: FW: Lease Within 90 Days Of Expiring

Please review the automated notice below and take appropriate action.
Thanks,
Jack

JUST A FRIENDLY REMINDER THAT THE FOLLOWING LEASE WILL EXPIRE IN 63 DAYS

Lease Number - L08-0314-WS

ID - 323

Status - OPEN

Lessee/Lessor - SBA TOWERS II, LLC (formerly POWERTEL/MEMPHIS INC)

Description - MONOPOLE ANTENNA BWB TANK SITE

Point Of Contact - T-MOBILE USA, INC. ATTN: PCS LEASE ADMIN.

Address - 12920 SE 38TH STREET

City State Zip - BELLEVUE, WA. 98006

Phone No -

Fax No -

Email -

Department - WS

Department Monitor - LITTRELL

Type - REVENUE

Ins Cert Expire - 03/15/2013

Lease Expire - 05/06/2013

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: ~~7/22/2008~~ 9/21/10 *JL*

Contract/Lease Control #: L08-0314-WS~~5-24~~

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: ~~POWERTEL/MEMPHIS, INC~~ *SBH Towers II, LLC*

Lessor: OKALOOSA COUNTY

Effective Date: 5/6/2008

Amount: \$52,980

Term/Expires: 5/6/2013

Description of Contract/Lease: MONOPOLE ANTENNA BWB TANK SITE

Department Manager: WATER & SEWER

Department Monitor: J. LITTRELL

Monitor's Telephone #: 651-7172

Monitor's Fax #: 651-7193

Date Closed:

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

DATE: September 21, 2010

TO: Honorable Chairman and Members of the Board

FROM: Jeff Littrell, Water & Sewer Director

SUBJECT: Assignment of T-Mobile Monopole Lease at Bluewater Tank Site to SBA Towers II, LLC

DISTRICT: All

STATEMENT OF ISSUE: OCWS is requesting BCC approval to assign an existing lease of a 40 by 40 square feet area currently with T-Mobile for Cellular phone service to SBA Towers II, LLC. SBA Towers II, LLC will use the site to install a 150 foot monopole that will be used to mount a cellular antenna, the sheriff's antenna, the OCWS SCADA repeater antenna and the Tower gateway antenna for our new Flex Net radio meter reading system.

BACKGROUND: The water tank at Bluewater Bay currently has two antennae installed on the top. One belongs to the Okaloosa County Sheriff's dept and the other is a SCADA antenna for OCWS. OCWS is planning to install an additional antenna to set up a Tower Gateway antenna for the new Flex Net radio meter reading system. SBA Towers II, LLC needs a cellular antenna site and has proposed installing a 150 foot monopole near the tank with the capacity to provide service to cellular phone customers and to provide an antenna platform for the Sheriff's and OCWS use. T-Mobile has paid \$20,000 to OCWS over the last two years in accordance with the current lease; however, T-Mobile has yet to construct the Monopole. SBA Towers II, LLC plans to commence with construction of the Monopole upon approval of the assignment of the lease.

ANALYSIS: Currently if the Bluewater Bay tank has to be taken out of service for painting, all power to the tank must be shut off and all conduit and cabling must be

Assignment of T-Mobile Monopole Lease

Page 2

removed, so the antennas will not function. OCWS and the Sheriff's department will have to operate without radio services until the tank is placed back in service.

Without the new monopole, neither the Sheriff nor OCWS would have usage of their tank mounted antennae during future tank maintenance down time. This would have a negative effect on OCWS current plans for radio read and the plan to make this tank a hub for SCADA use. Moving these antennae to the monopole will provide radio services even when the tank is down for service. OCWS has received annual lease payments of \$20,000 (\$10,000 per year for 2009 and 2010).

OPTIONS: Approve or Deny.

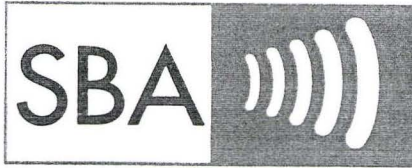
RECOMMENDATION: Staff recommends BCC approval of the assignment of the monopole lease from T-Mobile to S BA Towers II, LLC. BCC approval is also requested to authorize the Chairman to execute the Affidavit of Non-Production document.

RECOMMENDED BY: _____


Jeff Littrell, Department Head

APPROVED BY: _____


James D. Curry, County Administrator



"Revised" edition

October 4, 2010

Okaloosa County BCC
Attn: Wayne Harris
1804 Lewis Turner Blvd., Suite 300
Ft. Walton Beach, FL 32547

(850) 651-7105

Re: Site Lease with Option ("Lease") dated June 2, 2008 by and between Okaloosa County BCC ("Landlord") and Powertel/Memphis, Inc., a Delaware corporation ("Tenant") at certain real property located in Okaloosa County, State of Florida ("Property").

Dear Mr. Harris:

SBA Towers II LLC ("SBA") may take assignment of the Lease and purchase certain of Tenant's assets located on the Premises including any antenna tower (the "Transaction"). The Lease and any Tenant's interest in the Premises and all rights and proceeds relating thereto are referred to as the "Premises".

SBA, certain of its affiliates and certain lenders selected by SBA and its affiliates ("Lenders") may have entered, and may from time to time in the future enter into loan or credit agreements, pursuant to which the Lenders may have extended, or may in the future extend, credit or loan money to SBA or its affiliates. As a condition to such extensions of credit, such Lenders may require liens on certain of SBA's assets located on the Premises and consent by you to SBA's granting of a leasehold mortgage on the Premises.

As part of SBA's due diligence review in determining whether to consummate the Transaction, we would ask that you confirm the following, upon which we will rely:

1. Attached as Exhibit "A" is a true and complete copy of the Lease and all amendments or modifications thereto. The Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof.
2. The Lease commenced July 9, 2009. The initial term of the Lease is for five (5) years from the anniversary of the Commencement Date and shall automatically renew for five (5) successive terms of five (5) years (each a "Renewal Term").
3. Tenant's annual rental under the Lease is Ten Thousand and No/100 Dollars (\$10,000.00) ("Rent"). Tenant's rental shall escalate at each Renewal Term by fifteen percent (15%). All the Option money, Rent and other charges due and payable under the Lease have been paid through the date of this letter.

SBA Site Name: Range Rd
SBA Site ID: FL12759-B

1

**LEASE # L08-0314-WS
SBA TOWERS II, LLC. (SITE LEASE)
POWERTEL/MEMPHIS, INC. (T-MOBILE)
MONOPOLE ANTENNA BWB TANK SITE
EXPIRES: 05/06/2013**

4. Landlord shall be entitled to install equipment as depicted on Exhibit D of the Lease on Tenants's antenna tower. Prior to installation of any equipment Landlord agrees to execute an Antenna Site Agreement ("ASA"), substantially similar to the one attached hereto as Exhibit B.
5. Neither you nor Tenant is in default under the Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute such a default and you have no claim or defense of any nature whatsoever against Tenant with respect to the Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim or defense.
6. You consent to the proposed Transaction with the understanding that this consent will be effective only if the Transaction closes.
7. You agree that Tenant may assign, sublease, license or otherwise transfer the Lease and/or Premises at any time. In addition, Tenant will have 24 hours a day 7 days a week unrestricted access to the Premises.
8. SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in the Lease and all assets and personal property of SBA located on the Property (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of SBA under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and SBA, by signing below, confirms its agreement with this provision. If there shall be a monetary default by SBA under the Lease, Landlord shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to SBA under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by SBA under the Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to SBA under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as result of an SBA default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as the Lease within 15 days of Lenders' request made within 30 days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Landlord gives Tenant any notice of default under the terms of the Lease, Landlord shall simultaneously give a copy of such notice to Lender at an address to be supplied by

Tenant. SBA shall have the right to record of memorandum of the terms of this paragraph.

9. Landlord's Federal Tax Identification Number is 59-6000765.

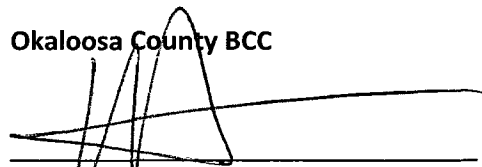
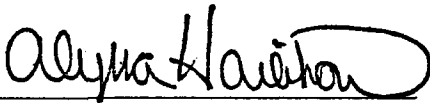
We would appreciate you reviewing and signing this letter at your earliest possible convenience, as we would like to conclude this transaction as quickly as possible. If you have any questions or comments, please do not hesitate to contact me at 800-487-7483 ext. 9213.

Sincerely,

ACKNOWLEDGED AND CONFIRMED:

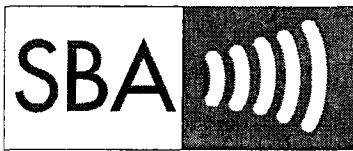
SBA Towers II LLC

Okaloosa County BCC



Name: Alyssa Houlihan
Title: Director of Leasing
Date: 10-4-10

Name: Wayne Harris
Title: Chairman
Date: _____



Via 2 Day Fed Ex Service

October 20, 2010

Okaloosa County BCC
1804 Lewis Turner Blvd,
Suite 300
Ft. Walton Beach, FL 32547

LEASE # L08-0314-WS
SBA TOWERS II, LLC. (SITE LEASE)
POWERTEL/MEMPHIS, INC. (T-MOBILE)
MONOPOLE ANTENNA BWB TANK SITE
EXPIRES: 05/06/2013

Re: **Site Name:** Range Rd
Site ID #: FL12759-B

Notification of Assignment and Assumption of Lease Agreement (the "Agreement")

Dear Lessor:

This letter is meant to give notice that SBA Towers II, LLC ("SBA") has taken assignment of the Agreement dated June 2, 2008 from Powertel/Memphis, Inc, effective September 28, 2010 in connection with the above-noted site. The applicable documents are enclosed for your records as proof of this transaction.

Beginning July 9, 2011, all rental payments related to the Agreement will now be issued by SBA, as Powertel/Memphis, Inc has advised SBA that they have paid ground rent to you through July 9, 2011. Also, an original Certificate of Insurance naming you as the certificate holder and additional insured will be sent to you directly from our insurance carrier for your file.

If you have any questions regarding this transaction, please feel free to contact me at (800) 487-7483 x9542. If you have any questions regarding your rental payments, please contact Patti Millard, Accounts Payable Specialist at (800) 487-7483 x9511. Please reference your site name and/or site id number (noted above) that has been assigned to your Agreement, when providing any notifications or when making inquiries.

Sincerely,

Romona Mangra
Site Administration Specialist II

Enclosures

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of September, 2010 ("Transfer Date"), by **POWERTEL/MEMPHIS, INC.**, a Delaware corporation ("Assignor"), to **SBA TOWERS II LLC**, a Florida limited liability company ("Assignee").

Preliminary Statement:

Assignor is selling and/or assigning to Assignee certain personal property of Assignor ("Personal Property") located on that certain parcel of real property (the "Property"), which Property is more particularly described on Exhibit "A" attached hereto and which Personal Property is more particularly described on Exhibit "B" attached hereto.

Assignor desires to convey and assign all of its right, title and interest in and to the Personal Property to Assignee as of Transfer Date.

In consideration of Fifty-Eight Thousand Two Hundred Thirty-Eight and No/100 Dollars (\$58,238.00) and the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. SALE OF PERSONAL PROPERTY. Assignor hereby conveys, sells, assigns, transfers and delivers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Personal Property. Assignor represents to Assignee that Assignor is the owner of the Personal Property and that the Personal Property is free of all liens and encumbrances. In addition Assignor hereby assigns to Assignee all manufacturer and similar warranties and guaranties with respect to the Personal Property, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns from and against any claim, damage, loss or liability, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, arising out of or in any way related to the Personal Property prior to the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns from and against any claim, damage, loss or liability, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, arising out of or in any way related to the Personal Property after the Transfer Date.

2. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

3. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.

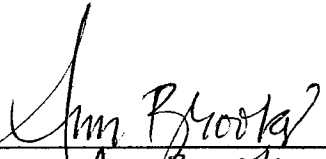
Site ID: FL12759-B
Site Name: Range Rd

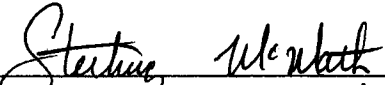
4. GOVERNING LAW. This Assignment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of laws.


5. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:


Print Name: Ann Brooks



Print Name: STERLING McMATH


Print Name: CM Kaufman


Print Name: Andrea Card-Gentle


ASSIGNOR:

**POWERTEL/MEMPHIS, INC.,
a Delaware corporation**

By: 
Print Name: Jared Ledet
Title: Director-Regional Development
South Region
Date: 8/16/10

ASSIGNEE:

**SBA TOWERS II LLC,
a Florida limited liability company**

By: 
Print Name: Alyssa Houlihan
Title: Director of Leasing
Date: 9-28-10

Site ID: FL12759-B
Site Name: Range Rd

EXHIBIT "A"

Legal Description of the Property

PARENT PARCEL
(OFFICIAL RECORDS BOOK 2161, PAGE 677)

THAT PART OF:

"COMMENCING AT THE NE CORNER OF NW 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, GO THENCE N 89°03'22" W ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 899.06 FEET TO THE POINT OF BEGINNING; THENCE S 00°56'38" W A DISTANCE OF 182.14 FEET; THENCE S 40°00'23" W A DISTANCE OF 185.63 FEET TO THE NORTHERLY RIGHT-OF-WAY OF FLORIDA STATE ROAD NO. 20; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES: N 48°59'37" W, 276.65 FEET; N 49°00'23" E, 10.00 FEET; N 48°59'37" W, 153.75 FEET; N 49°00'23" E, 40.00 FEET TO A POINT ON THE AFORESAID NORTH LINE OF SECTION 23; THENCE S 89°03'22" E, ALONG SAID SECTION LINE, A DISTANCE OF 415.00 FEET TO THE POINT OF BEGINNING."

ALSO:

"COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SECTION 23, T1S, R22W, THENCE N 89°03'22" W ALONG THE NORTH LINE OF SECTION 23, A DISTANCE OF 899.06 FEET, THENCE S 00°56'38" W A DISTANCE OF 182.14 FEET TO A POINT OF BEGINNING; THENCE S 40°00'23" W A DISTANCE OF 185.63 FEET TO THE NORTHERLY R/W LINE OF FLORIDA STATE ROAD 20; THENCE ALONG THE NORTHERLY R/W A BEARING OF S 48°59'37" E A DISTANCE OF 130.00 FEET, THENCE N 49°00'23" E A DISTANCE OF 185.63 FEET, THENCE N 48°59'37" W A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING."

LESS AND EXCEPT:

"COMMENCING AT THE NE CORNER OF THE NW 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; GO THENCE NORTH 89°03'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 1,154.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°25'42" WEST, A DISTANCE OF 225.80 FEET TO A POINT ON THE NORTHERLY R/W OF FLORIDA STATE ROAD NO. 20; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES: N 48°59'37" W, 120.08 FEET; N 49°00'23" E, 10.00 FEET; N 48°59'37" W, 153.75 FEET; N 49°00'23" E, 40.00 FEET TO A POINT ON THE AFORESAID NORTH LINE SECTION 23; THENCE S 89°03'22" E ALONG SAID SECTION LINE, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING."

CONTAINING 0.570 ACRES OF LAND, MORE OR LESS, AND BEING IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

TOWER PARCEL
(PREPARED BY THIS OFFICE)

A PARCEL OF LAND SITUATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA. SAID PARCEL OF LAND IS COMPRISED OF LANDS PREVIOUSLY DESCRIBED IN OFFICIAL RECORDS 2161, PAGE 677 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE N 89°03'22" W ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 899.06 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2161, PAGE 677; THENCE S 00°56'38" W ALONG THE EASTERLY LINE OF SAID LANDS, FOR 182.14 FEET; THENCE S 40°00'23" W CONTINUING ALONG SAID EASTERLY LINE, FOR 130.00 FEET; THENCE S 49°59'37" E CONTINUING ALONG SAID EASTERLY LINE, FOR 48.69 FEET; THENCE DEPARTING SAID EASTERLY LINE, N 48°59'37" W FOR 207.28 FEET TO THE POINT OF BEGINNING; THENCE S 39°59'58" W FOR 40.00 FEET; THENCE N 50°00'02" W FOR 40.00 FEET; THENCE N 39°59'58" E FOR 40.00 FEET; THENCE S 50°00'02" E FOR 40.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,800 SQUARE FEET, MORE OR LESS.

15 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT
(PREPARED BY THIS OFFICE)

A FIFTEEN (15) FEET-WIDE EASEMENT SITUATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA. SAID EASEMENT IS COMPRISED OF LANDS PREVIOUSLY DESCRIBED IN OFFICIAL RECORDS 2161, PAGE 678 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND LIES 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE N 89°03'22" W ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 899.06 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2161, PAGE 677; THENCE S 00°56'38" W ALONG THE EASTERLY LINE OF SAID LANDS, FOR 182.14 FEET; THENCE S 49°59'37" E CONTINUING ALONG SAID EASTERLY LINE, FOR 130.00 FEET; THENCE S 40°00'23" W CONTINUING ALONG SAID EASTERLY LINE, FOR 48.69 FEET; THENCE DEPARTING SAID EASTERLY LINE, N 48°59'37" W FOR 207.28 FEET TO THE EASTERLY CORNER OF A 40 FOOT BY 40 FOOT TOWER PARCEL; THENCE S 39°59'58" W ALONG THE SOUTHEASTERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE S 50°00'02" E FOR 140.00 FEET; THENCE S 11°42'50" E FOR 32.87 FEET; THENCE S 39°22'01" W FOR 95.72 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. 20 (100 FOOT WIDE RIGHT-OF-WAY), AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 4,072 SQUARE FEET, MORE OR LESS.

10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY THIS OFFICE)

A TEN (10) FOOT-WIDE EASEMENT SITUATED IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA. SAID EASEMENT IS COMPRISED OF LANDS PREVIOUSLY DESCRIBED IN OFFICIAL RECORDS 2161, PAGE 678 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND LIES 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE N 89°03'22" W ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 899.06 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2161, PAGE 677; THENCE S 00°56'38" W ALONG THE EASTERLY LINE OF SAID LANDS, FOR 182.14 FEET; THENCE S 49°59'37" E CONTINUING ALONG SAID EASTERLY LINE, FOR 130.00 FEET; THENCE S 40°00'23" W CONTINUING ALONG SAID EASTERLY LINE, FOR 48.69 FEET; THENCE DEPARTING SAID EASTERLY LINE, N 48°59'37" W FOR 207.28 FEET TO THE EASTERLY CORNER OF A 40 FOOT BY 40 FOOT TOWER PARCEL; THENCE S 39°59'58" W ALONG THE SOUTHEASTERLY LINE OF SAID TOWER PARCEL FOR 7.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE S 50°00'02" E FOR 5.00 FEET; THENCE N 39°59'58" E ALONG A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE FOR 19.35 FEET; THENCE N 58°48'09" E FOR 85.27 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET WESTERLY OF SAID EASTERLY LINE; THENCE N 00°56'46" E ALONG SAID PARALLEL LINE FOR 92.74 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET SOUTHERLY OF SAID NORTH LINE AND THE NORTHERLY LINE OF SAID LANDS; THENCE N 89°03'22" W ALONG SAID PARALLEL LINE FOR 38.00 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,414 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

Description of the Personal Property

Building Permit
Survey
Construction Drawings
Scope of Work
FAA
FAA Extension
2C Certification
Site Lease with Option
Title
Phase 1
Zoning Approval
Zoning Drawings
NEPA
Bid Walk Notes
Tower Drawings
Tower Order Confirmation
Geotechnical
One (1) 150' Monopole Tower

Prepared by: Christine Kauffman
After recording return to: Ashley Barth
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW, 3rd Floor
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 9495

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 28th day of September, 2010 ("Transfer Date"), by **POWERTEL/MEMPHIS, INC.**, a Delaware corporation having an address at 12920 SE 38th Street, Bellevue, WA 98006 ("Assignor"), to **SBA TOWERS II LLC**, a Florida limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 ("Assignee").

Preliminary Statement:

On the 2nd day of June, 2008, Okaloosa County BCC ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Site Lease With Option ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Okaloosa, State of Florida, which Real Property is more particularly described on Exhibit "A" attached hereto.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

SBA Site ID: FL12759-B
SBA Site Name: Range Rd

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenances relating to the Real Property, (ii) all Easements benefiting the Real Property, and (iii) all Improvements constructed on the Real Property or the Easements.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

ASSIGNOR:

POWERTEL/MEMPHIS, INC.,
a Delaware corporation

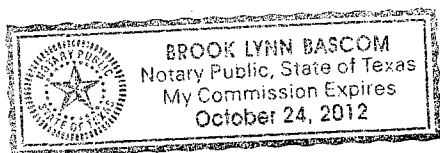
Ann Brooks
Print Name: Ann Brooks

By: J Ledet
Print Name: Jared Ledet
Title: Director-Regional Development
South Region
Date: 8/16/10

Stelina McBeth
Print Name: STELINA McBETH

State of TEXAS
County of Collin

The foregoing instrument was acknowledged before me this 16 day of August, 2010, by Jared Ledet, Director-Regional Development South Region of PowerTel/Memphis, Inc., a Delaware corporation, on behalf of the corporation. The above-named individual is personally known to me or has produced _____ as identification.



Brook L Bascom
Notary Public
Print Name: Brook L. Bascom
My Commission Expires: 10/24/2012

SBA Site ID: FL12759-B
SBA Site Name: Range Rd

ASSIGNEE:

SBA TOWERS II LLC,
a Florida limited liability company

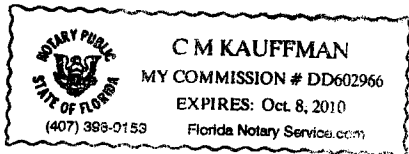
A. Gentile
Print Name: Alicia Card-Gentile

[Signature]
Print Name: SUZANNE SOTO

By: *[Signature]*
Print Name: Alyssa Houlihan
Title: Director of Leasing
Date: 9-28-10

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 28th day of September, 2010,
by Alyssa Houlihan, Director of Leasing of **SBA Towers II LLC**, a Florida limited liability
company, on behalf of the company. The above-named individual is personally known to me.



[Signature]
Notary Public
Print Name: C M Kauffman
My Commission Expires: 10-8-10

SBA Site ID: FL12759-B
SBA Site Name: Range Rd



EXHIBIT "A"
SITE LEASE WITH OPTION
(ATTACHED)

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Okaloosa County BCC, a(n) County Government ("Landlord") and Powertel/Memphis, Inc., a Delaware Corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (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"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("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 Communications 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. 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 Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 4408T Range Road, Niceville, FL, 32578, comprises approximately 1,600 square feet.

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, Tenant shall pay Landlord or designee, as rent, eight hundred thirty three dollars and 33/100 (\$833.33) 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 first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred two percent (102) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may 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 related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including,

without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

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, tower and base, 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. 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.

(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.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable 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.

(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. 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 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"). 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.

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

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) 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' 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; or

(c) 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 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 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.

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. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts 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. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) 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.

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

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.

[notices continued on next page]

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:
Powertel/Memphis, Inc.
5545 Business Parkway
Theodore, AL 36582
Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

If to Landlord, to:
Okaloosa County BCC
1804 Lewis Turner Blvd., Ste 300
Ft. Walton Beach, FL 32547

And with a copy to:

Send Rent payments to:
Okaloosa County BCC
1804 Lewis Turner Blvd., Ste 300
Ft. Walton Beach, FL 32547

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 solely by Tenant, that have occurred or 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. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. 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 shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such 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. 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, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold 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 may be recorded in place of this Lease by Tenant.

(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.

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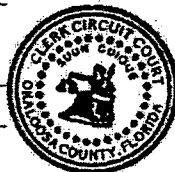
The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



Witness: *Gary J. Stanford*
Printed name: GARY STANFORD



Witness: *Teresa Ward*
Printed name: TERESA WARD

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08

Witness: *Theresa G. Brown*
Printed name: TERESA G. BROWN

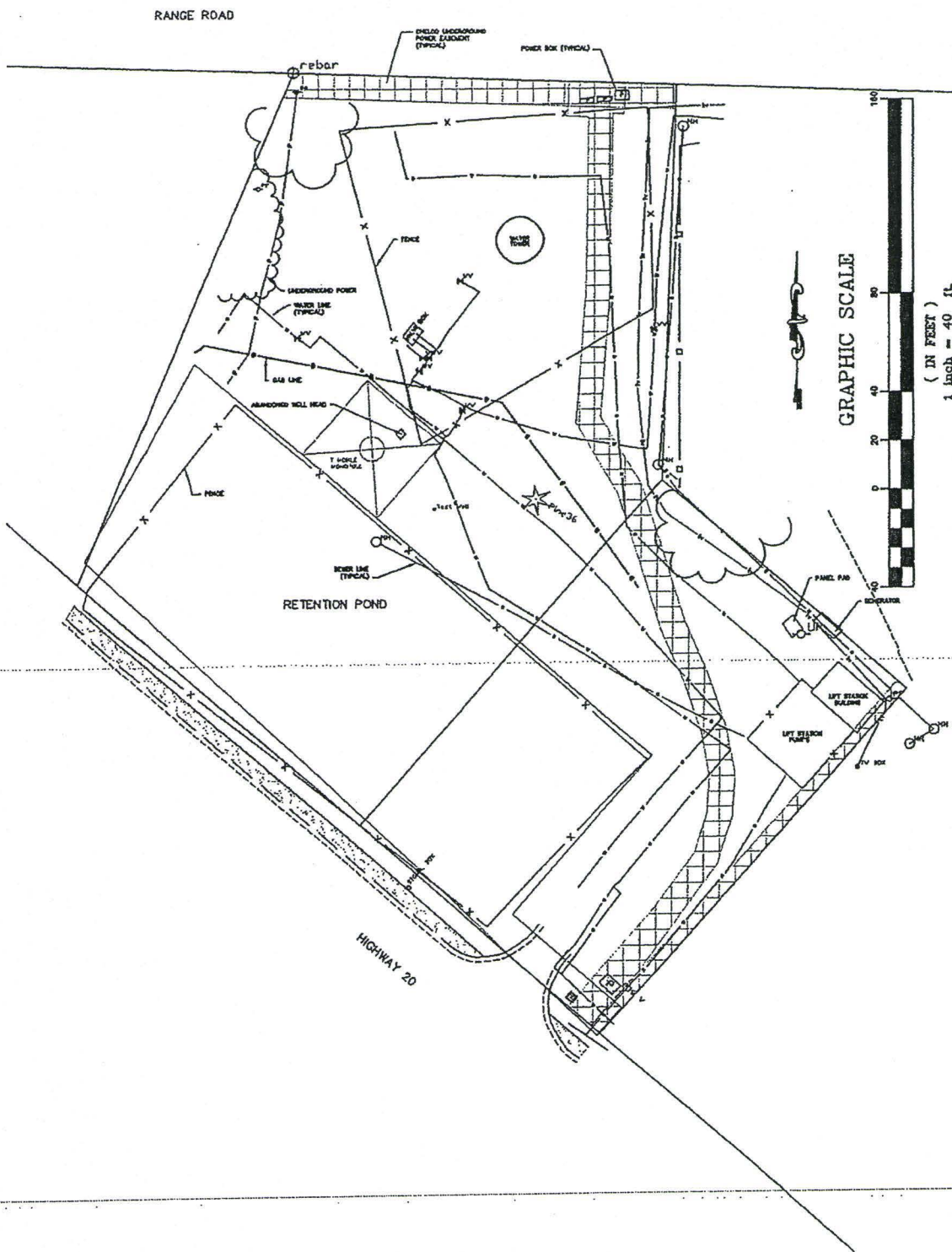
Witness: *Judith Prownski*
Printed name: JUDITH PROWNSKI

T-Mobile Legal Approval

EXHIBIT "A"

Commence at the Northeast Corner of the Northwest Quarter of Section 23, Township 1 South, Range 22 West, Okaloosa County, Fl. Thence N 88° 02' 20" W 1119.87 feet along the North line of said section 23; Thence departing said North section line S 01° 57' 40" W 124.55 feet to the point of beginning. Thence S 48° 58' 12" E 40.00 feet; Thence S 41° 01' 48" W 40.00 feet; Thence N 48° 58' 12" W 40.00 feet; thence N 41° 01' 48" E 40.00 feet to point of beginning.
Contains 1600 Sq. Ft., more or less.

EXHIBIT "B"



MEMORANDUM OF LEASE

Assessor's Parcel Number: 23-1S-22-0000-0001-00A0
Between Okaloosa County BCC ("Landlord") and Powertel/Memphis, Inc. ("Tenant")

A Site Lease with Option (the "Lease") by and between Okaloosa County BCC, a(n) County Government ("Landlord") and Powertel/Memphis, Inc., a Delaware Corporation ("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 six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) 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.

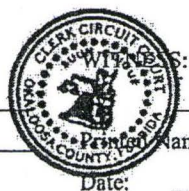
IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



WITNESS:
By: *Gary J. Stanford*
Printed Name: GARY STANFORD
Date: _____



Teresa Ward
Printed Name: TERESA WARD
Date: _____

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08
Printed Name: _____

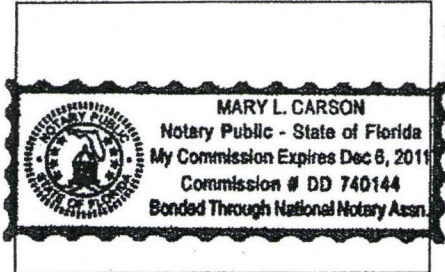
WITNESS:
By: *Theresa G. Brown*
Printed Name: Theresa G. Brown
Date: 6/2/08

WITNESS:
By: *Choria Yorcus*
Printed Name: CHORIA YORCUS
Date: 6/2/08

STATE OF FLORIDA)
) ss.
COUNTY OF OKALOOSA)

This instrument was acknowledged before me on July 9, 2008 by James Campbell, [title] Chairman of Board of County Commissioners of Okaloosa County [type of entity], on behalf of said Okaloosa County [name of entity].

Dated: July 9, 2008



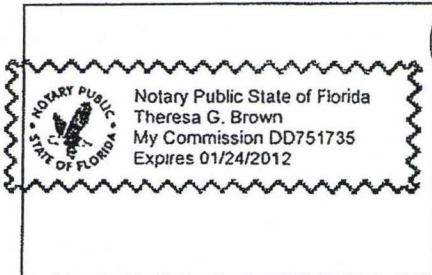
(Use this space for notary stamp/seal)

Mary L. Carson
Notary Public
Print Name Mary L. Carson
My commission expires Dec 8, 2011

STATE OF Florida)
) ss.
COUNTY OF Hillsborough)

I certify that I know or have satisfactory evidence that Mike Ackroyd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Network Engineering of Powertel/Memphis, Inc., a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/2/08



(Use this space for notary stamp/seal)

Theresa G. Brown
Notary Public
Print Name Theresa G. Brown
My commission expires 1/24/2012

EXHIBIT D

"Landlord's Equipment

1 - BCD-87010 / Antel with a RAD of 130'

1 - FG4507 / Antenex Fiberglass Base Station Antenna (450-460MHz, 7Bd) with a RAD of 130'

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

1. Section 4 is deleted in its entirety and replaced as follows:

“4. Rent

a) Tenant shall pay Landlord, as rent, Ten Thousand and No/100 dollars (\$10,000.00) per year (“Rent”). Rent shall be payable upon the Commencement Date, or within twenty (20) days thereafter, and annually thereafter on the anniversary of the Commencement Date, or within five (5) days thereafter, to the Landlord, at Landlord’s address specified in Section 12 below. If the Lease is terminated at a time other than on the last day prior to an anniversary date of the Commencement Date, then rent shall be prorated as of the date of termination and all prepaid Rent shall be refunded to Tenant.

(b) Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term.”

2. The following is added as new **Section 7(h)**:

“(h) At its sole cost and expense, Landlord shall have the right to install and operate on the Antenna Facilities the equipment described and depicted in attached Exhibit D (the “Landlord’s Equipment”). Construction drawings for the Landlord’s Equipment must be approved by Tenant in writing before the Landlord’s Equipment is installed on the tower and in the Premises, and Landlord and its contractors (all of whom must be pre-approved by Tenant) must obtain Tenant’s prior consent before doing any installation, repair, maintenance or other work on the tower. After the initial installation of Landlord’s Equipment, Landlord shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Landlord’s Equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of Landlord’s Equipment, Landlord must obtain and maintain commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury, death and property damage per occurrence, and Tenant shall be named as an additional insured on such policy and be provided certificates of such insurance. Landlord’s contractors who perform work on the tower must obtain and maintain the same types and amounts of insurance coverage that Tenant’s contractors are required to maintain, and Tenant shall be named as an additional insured on all liability policies and be provided certificates of such insurance. Landlord will not be required to pay Tenant rent with respect to Landlord’s Equipment.”

3. Sections 11(b) and 11(c) are deleted in their entireties.

4. The first paragraph of Section 15 is deleted in its entirety and replaced with the following:

“Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein with Landlord’s written consent, which will not be unreasonably withheld, conditioned, or delayed; provided, however, that tenant may assign or transfer the Lease and Easements without Landlord’s consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any other party that purchases or otherwise acquires all or substantially all of Tenant’s ownership interest or assets. Upon such assignment, Tenant shall remain jointly liable with its assignee for all liabilities and obligations hereunder unless Landlord expressly releases Tenant from such liabilities and obligations in writing.”

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



WITNESS:
By: *Gary J. Stanford*
Printed Name: GARY STANFORD
Date: _____



By: *Teresa Ward*
Printed Name: TERESA WARD
Date: _____

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08

WITNESS:
By: *Theresa G. Brown*
Printed Name: Theresa G. Brown
Date: 6/2/08

WITNESS:
By: *Judith P. Dworski*
Printed Name: Judith P. Dworski
Date: 6/2/08

EXHIBIT "B"
ANTENNA SITE AGREEMENT
(ATTACHED)

ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA TOWERS, INC.**, a Florida corporation ("Owner") leases to _____, a _____ corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately _____ square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. The placement of substitution equipment in accordance with Section 9 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. **COMMENCEMENT DATE:** The earlier of the date Tenant begins installation of its Equipment at the Site or _____, 2010.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of _____ and no/100 Dollars (\$_____) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 5% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this

lease is not executed by Tenant and returned to Owner by _____, 2010.

4. **Security Deposit.** Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to _____ months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner or lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant:

Owner: SBA Towers, Inc.
5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797
Attn: Site Administration
RE:

Rental
Payments: SBA Towers, Inc.
P.O. Box 945752
Atlanta, GA 30394-5752
Attn: Accounts Receivable
RE:

9. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an

intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. Insurance. Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to

Owner. Tenant will cause Owner to be named as an additional insured on such policy.

12. Interference. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. Utilities. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. Relocation Right. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of

Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of

money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation. The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

TENANT:

By: _____
Title: _____
Date: _____

Fed Tax ID: _____
Address: _____

Witness: _____

Witness: _____

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, a representative of _____, a _____ corporation who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA TOWERS, INC., a Florida corporation

By: Jason Silberstein
Title: Senior Vice President, Property Management
Date: _____

Fed Tax ID: 65-0754577
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Witness: _____

Witness: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Jason Silberstein, Senior Vice President, Property Management of **SBA Towers, Inc.**, a Florida corporation who is personally known to me.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

**EXHIBIT A
SITE DESCRIPTION**

Site located at: _____, situated in the City of _____,
County of _____, State of _____

Legal Description: See attached Exhibit A-1

Latitude: ° ' "

Longitude: -° ' "

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

EXHIBIT B ANTENNA AND EQUIPMENT LIST

Antenna(s):

Quantity:

Type:

Manufacturer:

Model:

Dimensions:

Weight:

Mounting:

Base of the antenna:

At approximately the _____' height level

Centerline of the antenna:

At approximately the _____' height level

Tip of the antenna:

At approximately the _____' height level

Orientation:

____°, ____° & ____°

Downtilt:

____°

Mount Type:

Cable:

Number of Lines:

Type:

Size:

Dish:

Quantity

Manufacturer:

Model:

Dimensions / Weight:

Orientation:

Mount:

At approximately _____' height level.

Type Mount:

Cable Type / Size:

GPS Receiver:

Quantity:

Manufacturer:

Model:

Dimensions:

Mount Location:

Cable/Mount:

Ground Space Requirements:

Tenant provided Shelter:

Dimensions:

Type Shelter:

Existing Shelter Space:

Dimensions Needed:

Transmitter:

Quantity:

Manufacturer:

Model:

Power Output (Watts):

Transmitter Cabinet:

Quantity:

Manufacturer:

Model:

Dimensions:

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

Weight:

Frequencies:

Transmit: MHz
Receive: MHz

ERP:

Transmitter Operating Power:

Generator:



Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

NOT FOR EXECUTION

After recording return to:

STATE OF

COUNTY OF

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 2010, between **SBA TOWERS, INC.**, a Florida corporation "Owner" and _____ "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately ___ () square feet at that certain site "Site" located at ____, City of _____, County of _____, State of _____, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 2010, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT:

By:
Title:
Tax No:
Address:

Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, a representative of _____, a _____ corporation, who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA TOWERS, INC., a Florida corporation

By: _____
Jason Silberstein
Title: Senior Vice President, Property Management

Tax No: 65-0754577
Address: 5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Jason Silberstein, Senior Vice President, Property Management of **SBA Towers, Inc.**, a Florida corporation, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Printed Name of Notary

EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

Site ID:
Site Name:

Tenant Site ID:
Tenant Site Name:

General

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

This Instrument was prepared by
and after recorded returned to:
Kelley Coomes
SBA Network Services, Inc.
5900 Broken Sound Parkway NW
Third Floor Legal Department
Boca Raton, Florida 33487-2797

AFFIDAVIT OF NON-PRODUCTION

STATE OF FLORIDA

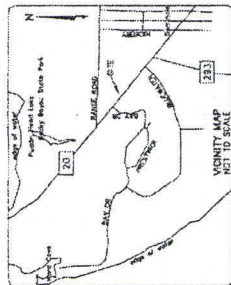
COUNTY OF OKALOOSA

The undersigned, Board of County Commissioners of Okaloosa County ("Landlord") being duly sworn, deposes and states as follows:

1. This Landlord was the owner of the property described in attached Exhibit "A" (the "*Property*").
2. The Landlord is aware of the of the Deed dated March 3, 1972 and recorded March 30, 1972 which conveys to said Landlord the undivided one -half interest of what grantor owns in all oil, gas, minerals on, in, under said land.
3. Based on Landlord's actual knowledge, I/we know that:
 - a. The Landlord has not received any royalties or payments under the Deeds from the production of oil or gas from the Property or for any shut-in gas wells or underground storage operations on the Property or other lands;
 - b. no drilling operations are now in progress from the Property; and
 - c. there have been no payments to us of any rentals or other sums that would extend either the commencement date of drilling or the term of the Lease.

BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 15, TOWNSHIP 1 SOUTH, RANGE 22 WEST,
Ocalaosa County, Florida



PROPOSED TOWNSHIP LOCATION INFORMATION

TOWNSHIP 1 SOUTH, RANGE 22 WEST
SECTION 15, TOWNSHIP 1 SOUTH, RANGE 22 WEST
Ocalaosa County, Florida

PROPERTY DESCRIPTIONS

TRACT 1

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

TRACT 2

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

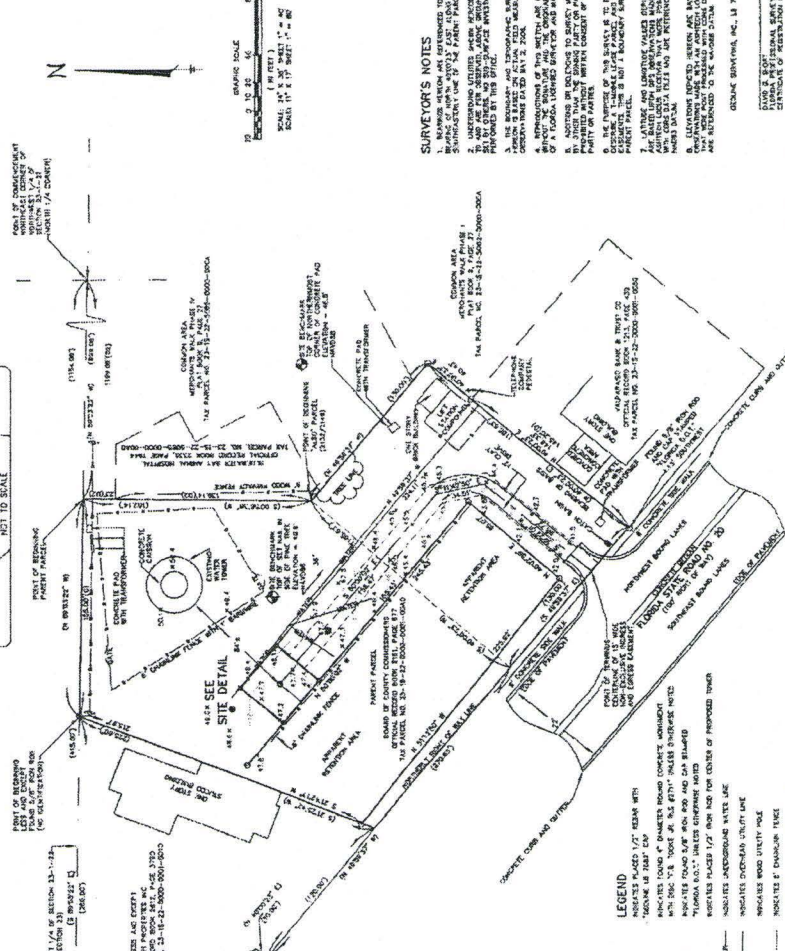
Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

TRACT 3

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.

Containing 3.215 acres of land, more or less, and being in Ocalaosa County, Florida.



SURVEYOR'S NOTES

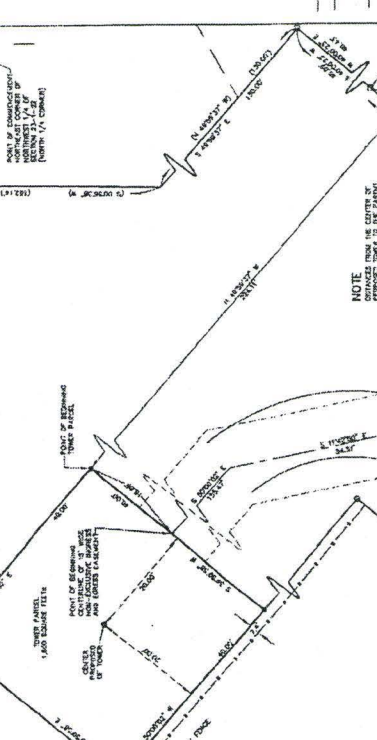
1. THIS SURVEY WAS PERFORMED BY THE SURVEYOR ON THE DATE INDICATED ABOVE.
2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.
3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.
4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.
5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.
6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.
7. LATITUDE AND LONGITUDE COORDINATES WERE OBTAINED FROM THE NATIONAL GEODESIC SURVEY AND WERE CHECKED AGAINST THE NATIONAL GEODESIC SURVEY DATA.
8. ELEVATIONS INDICATED WERE OBTAINED FROM A BENCH MARK AND WERE CHECKED AGAINST THE BENCH MARK DATA.
9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY COMMISSIONER AND HAS FOUND THE SAME TO BE CORRECT.

GEOLINE SURVEYING, INC.

Professional Land Surveyors
1101 W. Highway 17, Ocala, Florida 32061
Tel: 352-349-1101
Fax: 352-349-1102

T - MOBILE SITE #EP317

WINGED - FOOT, Ocalaosa County, Florida



NOTE

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

LEGEND

- PROPERTY BOUNDARY
- --- EASEMENT BOUNDARY
- FLOOD ZONE
- --- DRAINAGE CANAL
- --- FENCE LINE
- --- UTILITY LINE
- --- ELEVATION POINT
- --- BENCH MARK
- --- CORNER MARK
- --- ELEVATION POINT
- --- BENCH MARK
- --- CORNER MARK

FLOOD NOTE

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

THIS SURVEY WAS PERFORMED ON THE DATE INDICATED ABOVE.

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Okaloosa County BCC, a(n) County Government ("Landlord") and Powertel/Memphis, Inc., a Delaware Corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (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"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("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 Communications 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. 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 Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 4408T Range Road, Niceville, FL, 32578, comprises approximately 1,600 square feet.

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, Tenant shall pay Landlord or designee, as rent, eight hundred thirty three dollars and 33/100 (\$833.33) 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 first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred two percent (102) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may 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 related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including,

without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

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, tower and base, 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. 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.

(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.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable 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.

(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. 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 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"). 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.

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

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) 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' 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; 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 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 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.

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. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts 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. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) 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.

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

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.

[notices continued on next page]

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:

Powertel/Memphis, Inc.
5545 Business Parkway
Theodore, AL 36582
Attn: Lease Administration Manager

With a copy to:

Attn: Legal Dept.

If to Landlord, to:

Okaloosa County BCC
1804 Lewis Turner Blvd., Ste 300
Ft. Walton Beach, FL 32547

And with a copy to:

Send Rent payments to:

Okaloosa County BCC
1804 Lewis Turner Blvd., Ste 300
Ft. Walton Beach, FL 32547

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 solely by Tenant, that have occurred or 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. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. 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 shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such 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. 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, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold 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 may be recorded in place of this Lease by Tenant.

(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.

[remainder of page left blank intentionally]

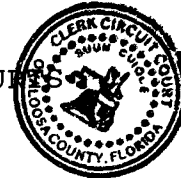
The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



Witness: *Gary J. Stanford*
Printed name: GARY STANFORD, DEPUTY CLERK OF COURTS



Witness: *Teresa Ward* Deputy
Printed name: TERESA WARD, CLERK OF COURTS

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08

Witness: *Theresa G. Brown*
Printed name: Theresa G. Brown

Witness: *Judith Pilwuski*
Printed name: JUDITH PILWUSKI

T-Mobile Legal Approval

EXHIBIT "A"

Commence at the Northeast Corner of the Northwest Quarter of Section 23, Township 1 South, Range 22 West, Okaloosa County, Fl. Thence N 88° 02' 20" W 1119.87 feet along the North line of said section 23; Thence departing said North section line S 01° 57' 40" W 124.55 feet to the point of beginning. Thence S 48° 58' 12" E 40.00 feet; Thence S 41° 01' 48" W 40.00 feet; Thence N 48° 58' 12" W 40.00 feet; thence N 41° 01' 48" E 40.00 feet to point of beginning.
Contains 1600 Sq. Ft., more or less.

EXHIBIT "B"

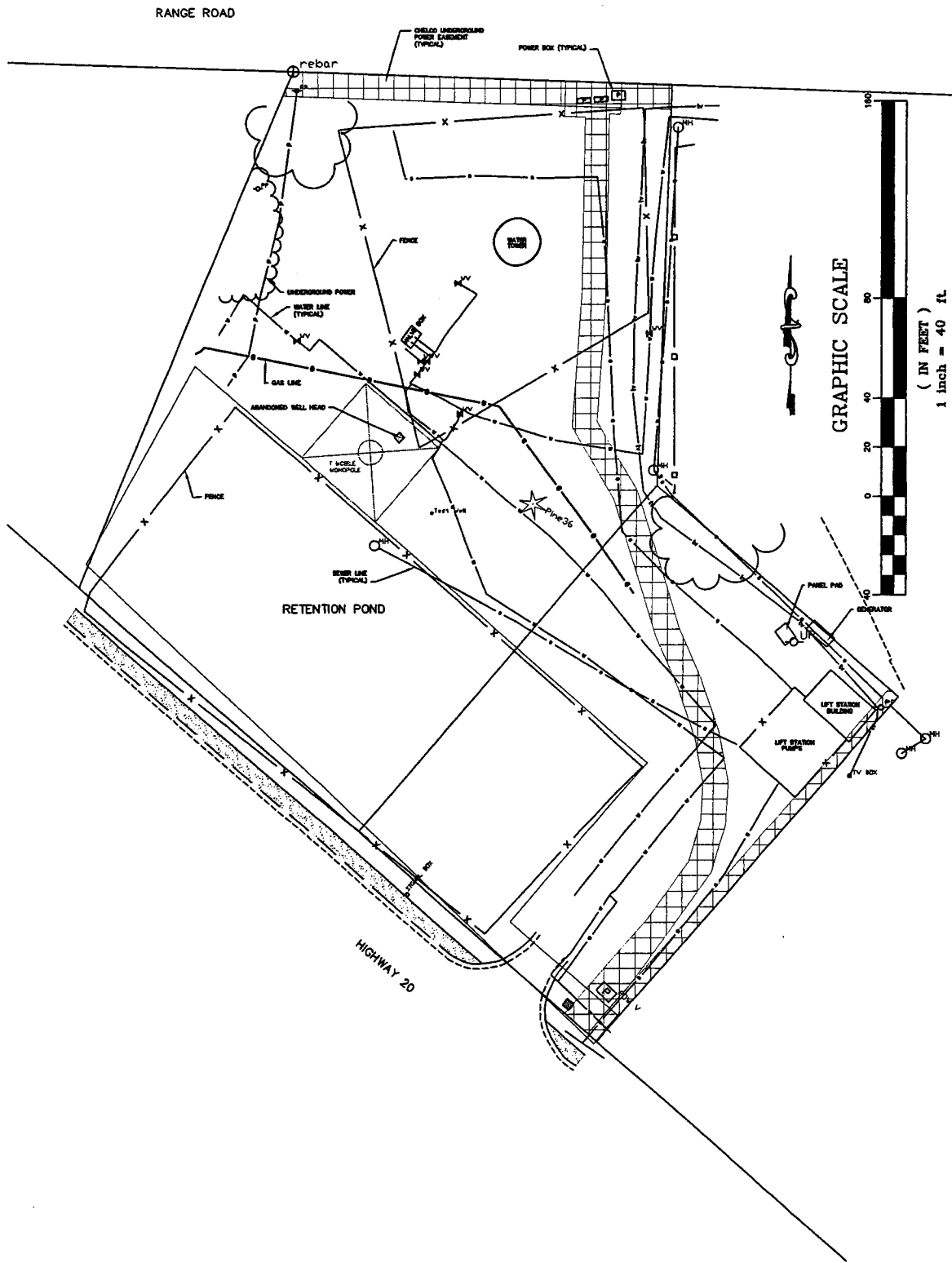


EXHIBIT C

**Memorandum
of
Lease**

9

Site Number 9EF0317B
Site Name: Winged Foot
Market: Mobile

Site Lease version 9.21.07

MEMORANDUM OF LEASE

Assessor's Parcel Number: 23-1S-22-0000-0001-00A0

Between Okaloosa County BCC ("Landlord") and Powertel/Memphis, Inc. ("Tenant")

A Site Lease with Option (the "Lease") by and between Okaloosa County BCC, a(n) County Government ("Landlord") and Powertel/Memphis, Inc., a Delaware Corporation ("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 six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) 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.

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

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



WITNESS:
By: *Gary J. Stanford*
Printed Name: GARY STANFORD
Date: _____



By: *Teresa Ward*
Printed Name: TERESA WARD
Date: _____

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08
Printed Name: _____

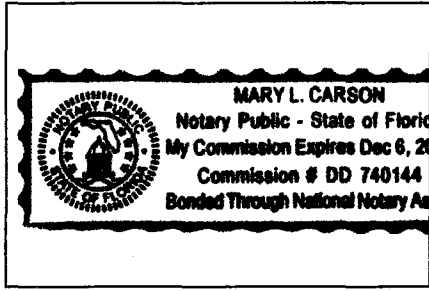
WITNESS:
By: *Theresa G. Brown*
Printed Name: Theresa G. Brown
Date: 6/2/08

WITNESS:
By: *Gloria Yurcus*
Printed Name: GLORIA YURCUS
Date: 6/2/08

STATE OF FLORIDA)
) ss.
COUNTY OF OKALOOSA)

This instrument was acknowledged before me on July 9, 2008 by James Campbell, [title] Chairman of Board of County Commissioners a County [type of entity], on behalf of said Okaloosa County [name of entity].

Dated: July 9, 2008



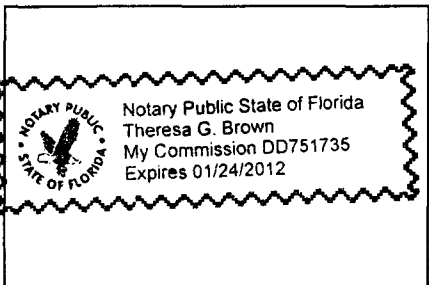
Mary L. Carson
Notary Public
Print Name Mary L. Carson
My commission expires Dec. 6, 2011

(Use this space for notary stamp/seal)

STATE OF Florida)
) ss.
COUNTY OF Hillsborough)

I certify that I know or have satisfactory evidence that Mike Ackroyd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Network Engineering of Powertel/Memphis, Inc., a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/2/08



Theresa G. Brown
Notary Public
Print Name Theresa G. Brown
My commission expires 1/24/2012

(Use this space for notary stamp/seal)

EXHIBIT "A"

Commence at the Northeast Corner of the Northwest Quarter of Section 23, Township 1 South, Range 22 West, Okaloosa County, Fl. Thence N 88° 02' 20" W 1119.87 feet along the North line of said section 23; Thence departing said North section line S 01° 57' 40" W 124.55 feet to the point of beginning. Thence S 48° 58' 12" E 40.00 feet; Thence S 41° 01' 48" W 40.00 feet; Thence N 48° 58' 12" W 40.00 feet; thence N 41° 01' 48" E 40.00 feet to point of beginning.

Contains 1600 Sq. Ft., more or less.

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

1. **Section 4** is deleted in its entirety and replaced as follows:

“4. Rent

a) Tenant shall pay Landlord, as rent, Ten Thousand and No/100 dollars (\$10,000.00) per year (“Rent”). Rent shall be payable upon the Commencement Date, or within twenty (20) days thereafter, and annually thereafter on the anniversary of the Commencement Date, or within five (5) days thereafter, to the Landlord, at Landlord’s address specified in Section 12 below. If the Lease is terminated at a time other than on the last day prior to an anniversary date of the Commencement Date, then rent shall be prorated as of the date of termination and all prepaid Rent shall be refunded to Tenant.

(b) Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term.”

2. The following is added as new **Section 7(h)**:

“(h) At its sole cost and expense, Landlord shall have the right to install and operate on the Antenna Facilities the equipment described and depicted in attached Exhibit D (the “Landlord’s Equipment”). Construction drawings for the Landlord’s Equipment must be approved by Tenant in writing before the Landlord’s Equipment is installed on the tower and in the Premises, and Landlord and its contractors (all of whom must be pre-approved by Tenant) must obtain Tenant’s prior consent before doing any installation, repair, maintenance or other work on the tower. After the initial installation of Landlord’s Equipment, Landlord shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Landlord’s Equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of Landlord’s Equipment, Landlord must obtain and maintain commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury, death and property damage per occurrence, and Tenant shall be named as an additional insured on such policy and be provided certificates of such insurance. Landlord’s contractors who perform work on the tower must obtain and maintain the same types and amounts of insurance coverage that Tenant’s contractors are required to maintain, and Tenant shall be named as an additional insured on all liability policies and be provided certificates of such insurance. Landlord will not be required to pay Tenant rent with respect to Landlord’s Equipment.”

3. **Sections 11(b) and 11(c)** are deleted in their entireties.

4. The first paragraph of Section 15 is deleted in its entirety and replaced with the following:


“Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein with Landlord’s written consent, which will not be unreasonably withheld, conditioned, or delayed; provided, however, that tenant may assign or transfer the Lease and Easements without Landlord’s consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any other party that purchases or otherwise acquires all or substantially all of Tenant’s ownership interest or assets. Upon such assignment, Tenant shall remain jointly liable with its assignee for all liabilities and obligations hereunder unless Landlord expressly releases Tenant from such liabilities and obligations in writing.”

LANDLORD: Okaloosa County BCC

By: *James Campbell*
Printed Name: JAMES CAMPBELL
Title: CHAIRMAN
Date: _____



WITNESS:
By: *Gary J. Stanford*
Printed Name: GARY STANFORD
Date: _____

WITNESS: *Teresa Ward*
 TERESA WARD
Date: _____

TENANT: Powertel/Memphis, Inc.

By: *Mike Ackroyd*
Printed Name: Mike Ackroyd
Title: Director, Network Engineering
Date: 6-2-08

WITNESS: *Theresa G. Brown*
By: *Theresa G. Brown*
Printed Name: Theresa G. Brown
Date: 6/2/08

WITNESS: *Judith Prowski*
By: *Judith Prowski*
Printed Name: Judith Prowski
Date: 6/2/08