

DATE	July 16, 2008
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AMENDMENT TO ORIGINAL AGREEMENT

ATTACHED IS:

ADDENDUM	
CORRESPONDENCE	
AMENDMENT	T-MOBILE SOUTH LLC - LEASE AGREEMENT
OTHER	Construct, maintain and operate communication facility

TO AGREEMENT NUMBER:

1774/07

SCANNED:



**LEASE AGREEMENT
BETWEEN THE
CITY OF PEMBROKE PINES AND T-MOBILE SOUTH LLC**

9th **THIS LEASE AGREEMENT** (the "Agreement"), made and entered into this the day of July, 2008 by and between:

CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation of the State of Florida, with a business address of 10100 Pines Boulevard Pembroke Pines, Florida 33026 (hereinafter referred to as "CITY");

AND

T-MOBILE SOUTH LLC, a limited liability company of the State of Delaware, authorized to conduct business in the State of Florida, with a business address of 3407 W. Dr. Martin Luther King Jr. Blvd., Tampa, Florida 33607 (hereinafter referred to as "TENANT").

WHEREAS, CITY is the owner of certain real property located in the City of Pembroke Pines, Broward County, Florida, which is more particularly described in **Exhibit "A,"** attached hereto; and

WHEREAS, TENANT desires to lease a portion of said real property to construct, maintain and operate a communications facility; and

WHEREAS, CITY staff recommends that TENANT lease a portion of said real property; and

WHEREAS, the City Commission concurs with the recommendation of staff and deems it to be in the best interests of the City of Pembroke Pines to lease a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding for the leasing of a portion of said real property; and

WHEREAS, this AGREEMENT is entered into pursuant to §155.277, et al. of the City's Code of Ordinances and remains subject to the requirements contained therein as may be amended from time to time; and

WHEREAS, CITY and TENANT desire to reduce their understanding to writing as further provided herein;

NOW, THEREFORE, IN CONSIDERATION OF mutual covenants hereinafter described, the parties agree as follows:

Section 1. REAL PROPERTY TO BE LEASED

1.01 CITY shall lease to TENANT that certain parcel of real property more particularly described in **Exhibit "A"** attached hereto, situated in Pembroke Pines, Broward County, Florida, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation, removing, replacing, modifying, maintaining and operating a personal communications service system facility, including antenna equipment, cable wiring, back-up power sources, related fixtures and, if applicable, an antenna structure (collectively the "Premises").

1.02 CITY agrees to provide TENANT, contemporaneous with the signing of this Agreement, such access information, cards, or keys as may be necessary to grant this access.

1.03 CITY agrees and understands that access is a material inducement to TENANT making, executing, and delivering this Agreement and specifically agrees that should CITY fail, refuse, or neglect to grant TENANT access pursuant to the terms of this Agreement, it shall be deemed a material default of the Agreement.

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

2.01 TENANT shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a building or buildings, as necessary now or in the future, to shelter its telecommunications equipment, including a 100-foot tower, as described in the Site Plan in **Exhibit "B"** attached hereto and made a part hereof to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT upon the approval of CITY may modify its antenna support structure and building(s); said approval shall not be unreasonably withheld, conditioned or delayed by CITY.

2.02 TENANT shall be responsible for soil borings, surveys, radio coverage tests and any other similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Premises. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements.

2.03 TENANT shall maintain the Premises in a reasonable condition and meet all governmental requirements imposed by all federal, state or local agencies, including all provisions relating to landscape maintenance.

2.04 At its sole cost and expense, CITY shall have the right to install and operate on the Premises and tower the equipment described and depicted in attached Exhibit C (the "CITY's Equipment"). Construction drawings for the CITY's Equipment must be approved by TENANT in writing before the CITY's Equipment is installed on the tower and in the Premises, and CITY 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 CITY's Equipment, CITY shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of CITY's

Equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of CITY's Equipment, CITY 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. CITY'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. CITY will not be required to pay TENANT rent with respect to CITY's Equipment.

2.05 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's telecommunications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. CITY will reasonably cooperate with TENANT's efforts to improve existing utilities on the Property for TENANT'S use, or to connect its communications equipment to existing utilities on the Property, and CITY will execute any easement, right-a-away or similar agreement that TENANT or utility service property may reasonably request for any such purpose.

2.06 TENANT shall submit all required applications for permits to the applicable governmental agencies, including but not limited to CITY and/or Broward County departments, for review and approval and required fees.

2.07 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the real estate taxes on the real property in which the Property is a part and against TENANT's improvements by the taxing authorities.

2.08 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property, fixtures and the tower. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the concrete slab, security fence and tower, to become property of CITY. If such time for removal causes TENANT to remain on the property after termination of this Agreement, TENANT shall pay rent at the then existing annual rate or on the existing month's pro rated basis, until such time as the removal of personal property and fixtures are completed.

2.09 TENANT shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Premises shall be deemed to be for the use and benefit of CITY so that no mechanics or other lien shall be allowed against the estate of CITY by reason of its consent to

such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.

2.10 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its wireless communications facility at the Tower. From time to time CITY may approve other entities to operate wireless communications facilities at the Tower and/or the right to install antennas in connection with the operation of such facilities or other communications facilities; provided, however that CITY shall not allow the operation of such facilities and antennas by other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. The CITY hereby also agrees that the TENANT has no obligation or requirements to upgrade or modify the Tower to facilitate the use of the Tower for other entities which the CITY may authorize. Any or all costs associated therewith, shall be borne by parties other than the TENANT.

2.11 CITY hereby agrees that, if because of TENANT's operations on the Premises any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of CITY or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or marking.

2.12 TENANT may, at its expense, make such improvements on the Premises as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Upon request, CITY agrees to waive or otherwise subordinate any lien rights it has regarding TENANT's property and equipment located on the Premises, all of which shall be deemed personal property for purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or County authorities.

3.02 CITY shall grant TENANT the right to survey said Premises in order to meet requirements to submit the applications for permits.

Section 4. ACKNOWLEDGMENT

4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of this Agreement, all the certificates, permits and other approvals that are required by any federal, state, governmental agencies, including but not limited to CITY and/or Broward County departments, or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use said real property for its intended purpose, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

4.02 TENANT shall, subsequent to the construction of the tower, during the term of this Agreement, have the right to terminate this Agreement without cause, provided that TENANT provides CITY with one (1) year's prior notice of the last day of occupancy ("Termination Date") in writing in accordance with Section 16 herein. If TENANT elects to terminate this Agreement under this Section, TENANT shall provide to CITY as liquidated damages no later than thirty (30) calendar days after the Termination Date, a lump sum in the amount of six (6) month's rental payments from the date of Termination Date. Failure to timely pay said liquidated damages shall subject TENANT to a late payment fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum.

4.03 Prior to the submittal of the application for the required building permit, TENANT shall have the right to perform or caused to be performed, at its sole expense, and shall have completed an assessment of the Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond levels acceptable to the TENANT under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

4.04 CITY covenants that CITY has good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Property.

Section 5. TERM OF AGREEMENT

5.01 This Agreement is effective upon execution hereof, for an initial term of ten (10) years, which term will commence upon the issuance of a Building Permit, (the "Commencement Date") through 11:59 p.m. on the day immediately preceding the 10th anniversary of the Commencement Date, and TENANT will have the right to extend the term of the Agreement for three (3) additional and successive five (5) year renewal terms (each, a "Renewal Term"). This Agreement will be renewable upon mutual consent and written agreement by the parties.

Section 6. CONSIDERATION

6.01 Upon the issuance of the Building Permit, CITY shall be paid an annual rental fee of THIRTY FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00) DOLLARS for the first year.

This annual rental shall be pro-rated from the date of the issuance of the Building Permit until September 30, 2008. Said rental fee payment shall be due and payable to the CITY no later than seven (7) calendar days from the date the Building Permit is issued.

6.02 Co-location:

6.02.1 In addition to the rental payment described in Section 6.01, TENANT shall pay to CITY 50% of all revenues received from any third party source for co-location regarding the construction or use of the telecommunications tower contemplated by this Agreement within thirty (30) days of receipt of same. TENANT shall be entitled to recoup from co-locators other than CITY a pro-rata share of the capital costs of constructing the tower. This capital contribution shall not be shared by CITY.

6.02.2 CITY will not act as a guarantor or collection agent for TENANT with respect to co-location revenues, but will agree to reasonably cooperate with TENANT in this regard.

6.02.3 Co-location rent will be subject to prior CITY approval. TENANT agrees that the rental payments being remitted to the CITY on behalf of co-locators shall be in an amount not less than eighty (80%) percent of TENANT's annual rental fee.

6.03 Thereafter, each Annual Rent payment shall increase at a rate of three percent (3%) compounded annually and shall be due on the October 1st anniversary date and be submitted to the CITY, no later than thirty (30) calendar days after the October 1st anniversary date. Annual rent payments shall incur a late payment fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, calculated from the October 1st anniversary date, for any payment submitted to the CITY later than the date due.

6.04 This is a net-net-net lease and TENANT shall pay all taxes, including, if applicable, Florida state sales tax, real estate taxes assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the demised Premises under this Agreement. This Agreement, being a taxable event, shall have Florida state sales tax, as may be adjusted from time to time, added to payments outlined above.

Section 7. TERMINATION

7.01 Pursuant to Sections 4.01 and 4.02 of this Agreement, the TENANT may terminate this Agreement by providing a ten (10) calendar day written notice after signing of this Agreement.

7.02 Should either party default under any of the terms of this Agreement, the non-defaulting party may terminate this Agreement for cause by providing a ninety (90) calendar day written notice to the defaulting party; however the defaulting party shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of written notice. This Agreement

shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and the defaulting party is diligently proceeding to cure such defect.

7.03 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY. Notwithstanding the foregoing, if such termination by TENANT is due to a default on the part of the CITY or its agents of any terms or conditions contained in this Agreement, the CITY will refund to TENANT in any unearned prepaid Rent still in its possession.

7.04 If the Premises or TENANT Equipment are damaged, destroyed, condemned, or transferred in lieu of condemnation, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to City no more than forty-five (45) days following the date of such damage, destruction, condemnation, or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

Section 8. INDEMNIFICATION

8.01 General Indemnification: TENANT agrees to indemnify, save and hold harmless and defend CITY, its City Commission members, officers, agents and employees, from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Premises by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement by TENANT. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities. Pursuant to its obligation, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including, but not limited to, reasonable paralegal fees, reasonable attorney's fees and costs to defend all claims or suits, including reasonable attorney's fees on appeal, in the name of CITY when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

8.03 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Property by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, reasonable attorney fees, reasonable paralegal fees and costs to defend all suits. This indemnity

shall not apply to any claims arising from an act of negligence or intentional misconduct of the indemnified party.

8.04 All provisions of indemnification shall survive the termination and expiration of this Agreement.

Section 9. INSURANCE

9.01 The TENANT shall not commence work under this Agreement until he has obtained all insurance required under this section and such insurance has been approved by the Risk Manager of the CITY nor shall the TENANT allow any contractor to commence work on his contract until all similar such insurance required of the contractor has been obtained and approved.

9.02 Certificate of insurance, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work on the Premises by TENANT, and renewal certificates will be provided annually thereafter. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

9.03 Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

9.04 Intentionally Deleted.

9.05 Required Insurance

9.05.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

Bodily Injury

1. Each Occurrence	\$1,000,000
2. Annual Aggregate	1,000,000

Property Damage

1. Each Occurrence	1,000,000
2. Annual Aggregate	1,000,000

Personal Injury

Annual Aggregate	1,000,000
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Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.

Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

9.05.2 Workers' Compensation insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, TENANT shall require its contractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by TENANT. The TENANT and its contractors shall maintain during the life of this Agreement Employer's Liability Insurance. The following limits must be maintained during the term of this Agreement:

A. Workers Compensation	Statutory
B. Employer's Liability	\$100,000 per occurrence
	\$500,000 Disease policy limit
	\$100,000 Disease each employee

If TENANT claims to be exempt from this requirement, TENANT shall provide CITY proof of such exemption along with a written request for CITY to exempt TENANT, written on TENANT's letterhead.

9.05.3 Comprehensive Auto Liability coverage shall include owned, hired and non-owned vehicles.

Bodily Injury		
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000
Property Damage		
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000

9.05.4 TENANT shall name the CITY as an additional insured on each of the policies required herein, except Workers' Compensation and Employer's Liability.

9.05.5 Any insurance required of TENANT pursuant to this Agreement must also be required by any contractor and sub-contractor or sub-lessee in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the TENANT and provided proof of such coverage is provided to CITY. The TENANT and any contractors and subcontractors or sub-lessee shall maintain such policies during the term of this Agreement.

9.05.6 Umbrella Liability

In addition to the above stated policies TENANT shall maintain, for the life of this Agreement, an excess umbrella liability policy wherein the CITY of Pembroke Pines shall be named as an additional insured.

Limit \$5,000,000.00

9.06 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

9.07 The CITY reserves the right to require any other insurance coverage it reasonably deems necessary depending upon the exposures.

Section 10. ASSIGNMENT

10.01 This Agreement may not be sold, subleased, assigned or transferred at any time except to TENANT's principal affiliates or subsidiaries or its principal, or to any company with which TENANT or its parent is merged or consolidated or to any party that purchases or otherwise acquires all or substantially all of TENANT's ownership interest or assets. As to other parties, this Agreement may not be sold, subleased, assigned or transferred without the written consent of the CITY; such consent shall not be unreasonably withheld, conditioned or delayed. This provision will not preclude TENANT from allowing other parties to co-locate on the facility, so long as this Agreement is in effect.

Section 11. COMPLIANCE WITH LAWS

11.01 The parties shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Pembroke Pines and of any other public authority which may be applicable.

Section 12. GOVERNING LAW; VENUE

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

12.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the U.S. District Court having jurisdiction over Broward County, Florida.

Section 13. INSOLVENCY

13.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 14. ENTIRE AGREEMENT

14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute a single instrument.

Section 15. SEVERABILITY

15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered United States mail, with return receipt requested, or by a recognized courier service that provides proof of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the TENANT and the CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone: (954) 431-4884
Facsimile: (954) 437-1149

COPY TO: Samuel S. Goren, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

TENANT: T-Mobile South LLC
3407 W. Dr. Martin Luther King Jr. Boulevard
Tampa, Florida 33607
Telephone: 813-348-2536
Attn: Lease Administrator

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

WITH A COPY TO: Attn: Legal Department

Section 17. OTHER PROVISIONS

17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Property to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way. CITY agrees not to sell, lease or use any other areas of the entire parcel or property upon which the Premises is situated for placement of other communications facilities if, in TENANT's sole judgment (which shall not be arbitrary), such installation would interfere with the facilities in use by TENANT.

17.02 If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between CITY and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of CITY and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

17.03 City covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises.

17.04 Attorneys' Fees. Except as otherwise expressly provided in Section 8 above, in the event of litigation against any other party by reason of breach of this Agreement, each party shall bear their own attorney's fees and costs.

17.05 Upon request, CITY will waive or otherwise subordinate any lien rights it might have in order to facilitate TENANT'S financing of the said improvements and will execute such documents as may be reasonably necessary so to do.

Section 18. PUBLIC RECORDS

18.01 CITY and TENANT agree that a copy of this Agreement may be recorded in the Public Records of Broward County, Florida, upon execution of this Agreement. The cost for recordation shall be paid by the TENANT.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

CITY OF PEMBROKE PINES

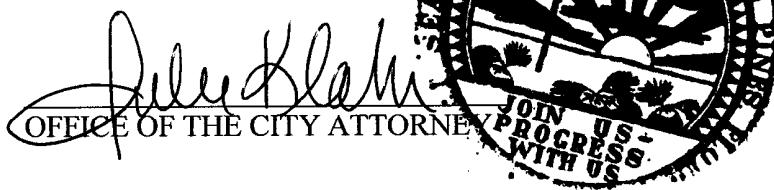
ATTEST:

JUDITH A. NEUGENT, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:



TENANT

WITNESSES:

Jeff Hooper
Jeffrey M. Hooper

T-MOBILE SOUTH LLC

BY:

Print Name: Jeff Hooper
Title: Vice President, Engineering

Jeff Hooper
Jeffrey M. Hooper

STATE OF Texas)
COUNTY OF Collin)SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Hooper , as Vice President, Engineering and Operations of T-Mobile South LLC, a Delaware limited liability company and authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of T-Mobile South LLC for the use and purposes mentioned in it and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8th day of July, 2008.

R. Long Jr.
NOTARY PUBLIC

My Commission Expires:

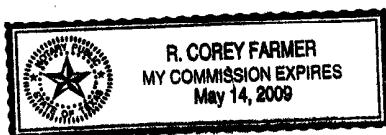


Exhibit "A"

Legal Description

The property is legally described as follows:

Property located in Broward, FL

The South 784.02 feet of Parcel "E", as measured at right angles to the Southeast line, TOWNGATE, according to the plat thereof, as recorded in Plat Book 156, page 11, of the Public Records of Broward County, Florida.

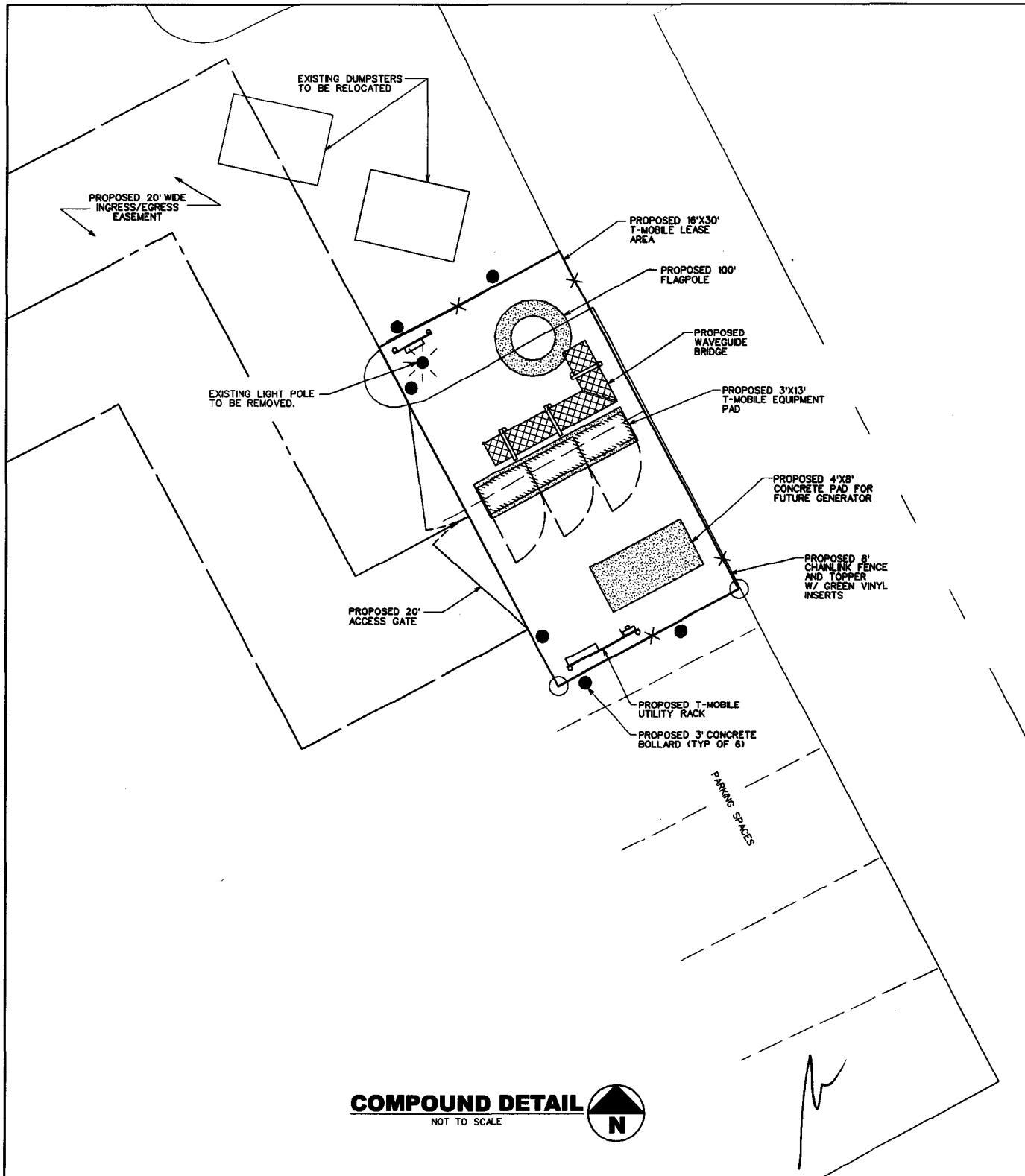
AND BEING the same property conveyed to City of Pembroke Pines from Minto Towngate Limited Partnership, a Florida limited partnership by Warranty Deed dated July 11, 1995 and recorded July 17, 1995 in Deed Book 23686, Page 0234.

Tax Parcel No. 5140 09 03 0050

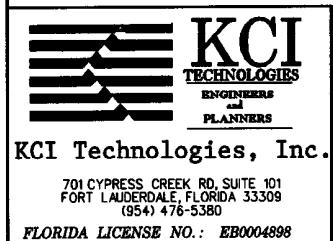
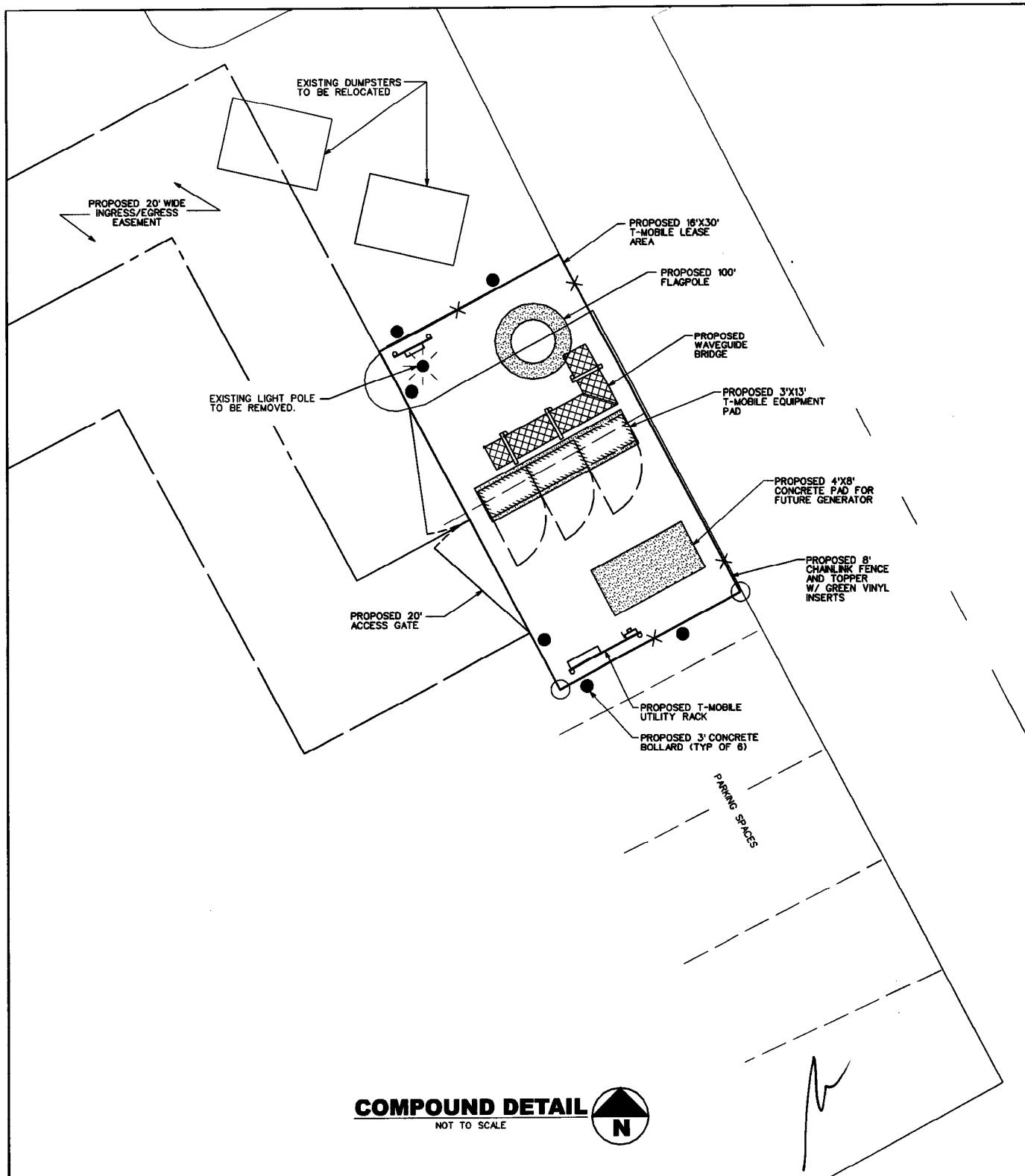
Exhibit "B"

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

See attachments



 <p>KCI TECHNOLOGIES ENGINEERS PLANNERS</p> <p>KCI Technologies, Inc. 701 CYPRESS CREEK RD, SUITE 101 FORT LAUDERDALE, FLORIDA 33309 (954) 476-5380 FLORIDA LICENSE NO.: EB0004898</p>	<p>T-Mobile 8100 SW 10TH STREET, SUITE 1000 PLANTATION, FL 33324</p>	<p>DRAWING TITLE: EXHIBIT "B"</p> <p>PROJECT NAME: TOWN GATE FB1185</p>	REVISION NO. 4	DRAWN BY: DR
			DATE ISSUED: 02/06/08	CHECKED BY: AR APPROVED BY: DC
			SCALE: N.T.S.	
			SHEET NO. 2 OF 3	
			A/E PROJECT NO: 10070031Z	



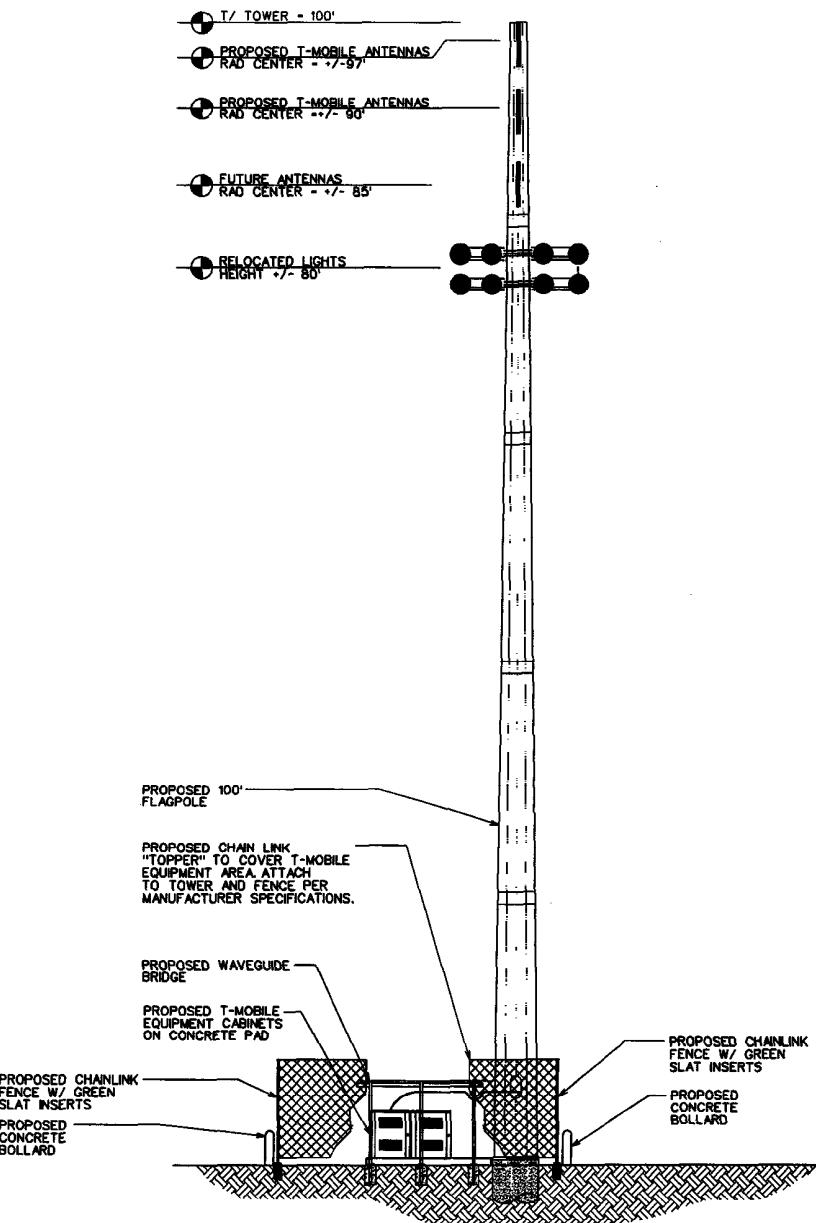
T-Mobile

8100 SW 10TH STREET, SUITE 1000
PLANTATION, FL 33324

DRAWING TITLE:
EXHIBIT "B"
PROJECT NAME:
TOWN GATE
FB1185

REVISION NO. 4	DRAWN BY: DR
	CHECKED BY: AR
DATE ISSUED: 02/06/08	APPROVED BY: DC
SCALE: N.T.S.	
SHEET NO. 2 OF 3	
A/E PROJECT NO: 100700312	

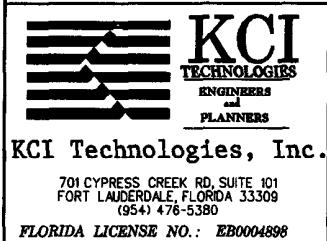
DD



TOWER ELEVATION

NOT TO SCALE

NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY.
DO NOT USE FOR DIMENSIONING.



T-Mobile

8100 SW 10TH STREET, SUITE 1000
PLANTATION, FL 33324

DRAWING TITLE:

EXHIBIT "B"

PROJECT NAME:

**TOWN GATE
FB1185**

REVISION NO. 4

DRAWN BY: DR

CHECKED BY: AR

DATE ISSUED: 02/06/08

APPROVED BY: DC

SCALE: N.T.S.

SHEET NO. 3 OF 3

A/E PROJECT NO: 10070031Z

[Signature]

RECORD AND RETURN TO:

GLOTEL Inc.
8201 Peters Road
Suite 1000
Plantation, Florida 33324

Attn: Leasing Specialist

MEMORANDUM OF LEASE

Assessor's Parcel Number: 5140 09 03 0050

Between CITY OF PEMBROKE PINES ("Landlord") and T-Mobile South LLC ("Tenant").

A Lease Agreement (the "Lease") by and between CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida ("Landlord") and T-Mobile South LLC, a Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) 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 three (3) 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: CITY OF PEMBROKE PINES

By: 
Printed Name: Frank C. Ortis
Title: Mayor
Date: 3-5-08

*Approved to form
Julie Blahn*

WITNESS:

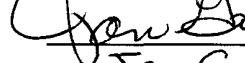
By: 
Printed Name: Judith A. Neugart
Date: 3-5-08

WITNESS:

By: 
Printed Name: PATRICIA ATKINSON
Date: 3/6/08

TENANT: T-Mobile South LLC

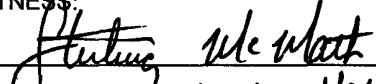
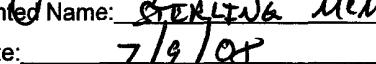
By: 
Printed Name: Jeff Hooper
Title: Vice President, Engineering & Operations
Date: 7-9-08

WITNESS: 
By: 
Printed Name: Jan Go
Date: 7-9-08

Site Name: TOWNGATE PARK

Site Number: 6FB1185B

Market: Miami

WITNESS: 
By: 
Printed Name: STERLING MELTATH
Date: 7/9/08

[Notary block for Landlord]

STATE OF Florida
COUNTY OF Broward

)
) ss.
)

This instrument was acknowledged before me on March 4, 2008 by FRANK C. Ortiz, [title]
mayor of T-Mobile Times, FL a [type of entity], on behalf of
said [name of entity].

Dated: March 4, 2008

Notary Public
Print Name

My commission expires



(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Texas
COUNTY OF Collin

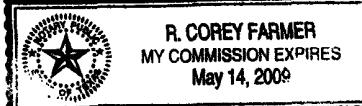
)
) ss.
)

I certify that I know or have satisfactory evidence that Jeff Taylor 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 Vice President, Engineering & Operations, of T-Mobile South LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/08

Notary Public
Print Name

My commission expires



(Use this space for notary stamp/seal)

Site Name: TOWNGATE PARK

Site Number: 6FB1185B

Market: Miami

**Memorandum of Lease Exhibit A
Legal Description**

The property is legally described as follows:

Property located in Broward, FL

The South 784.02 feet of Parcel "E", as measured at right angles to the Southeast line, TOWNGATE, according to the plat thereof, as recorded in Plat Book 156, page 11, of the Public Records of Broward County, Florida.

AND BEING the same property conveyed to City of Pembroke Pines from Minto Towngate Limited Partnership, a Florida limited partnership by Warranty Deed dated July 11, 1995 and recorded July 17, 1995 in Deed Book 23686, Page 0234.

Tax Parcel No. 5140 09 03 0050

Site Name: TOWNGATE PARK

Site Number: 6FB1185B

Market: Miami