



Crown Castle USA Inc.
Florida Region
6413 Congress Ave, Suite 250
Boca Raton, FL 33487

Tel 561 218.1243
Fax 561 443-0597
www.crowncastle.com

VIA AIRBORNE

August 30, 2001

RECEIVED
AUG 31 2001 OK
City Attorney's Office

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Attention: Connie Kramer

Re: Option and Lease Agreement (the "Lease") dated August 4, 1998, between The City of Port Saint Lucie ("Lessor") and BellSouth Mobility, Inc. ("BMI"); South Port St. Lucie 813808; 121 SW Becker Road, Port St. Lucie, Florida 34983.

Dear Ms. Kramer:

Enclosed please find a copy of the fully-executed Site License Acknowledgment between Crown Castle South Inc. and VoiceStream Wireless for the above referenced facility.

The additional rent due to you as provided for in Paragraph 19 of the BellSouth Mobility Site Lease Agreement is 50% of all rental revenues received from any co-locator. Therefore you will be entitled to an additional amount of \$725 per month upon the Commencement of the Site License.

Should you have any questions regarding this please do not hesitate to contact me.

Sincerely,

Judith J. Ferrari

Judith J. Ferrari
Licensing Specialist, Florida Region

cc: Nellie Jabbari - BMI
Debbie Lewis- BMI
Alan Hickman- Licensing Administrator

C: Don Cooper
Frank Blackwell
Marie Bailey
Dave Pallord
Marty Boatright
Cheryl Friend
Jane Kenney
Larry Thacher
~~Don~~ Sandy Johnson

VoiceStream Site Name: Becker
VoiceStream Site No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made and entered into as of this 22nd day of Aug 2001, by and between Omnipoint Holdings, Inc., a Delaware corporation and an affiliate, subsidiary or partner of VoiceStream Wireless Corporation, ("Licensee") and Crown Castle South Inc., a Delaware corporation, ("Licensor"), pursuant and subject to that certain Master License Agreement (the "Agreement") by and between CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company, CROWN CASTLE PT INC., a Delaware limited liability company, CROWN CASTLE SOUTH INC., a Delaware corporation, and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, and CROWN COMMUNICATION INC., a Delaware corporation (collectively "Licensor") and Voicestream Wireless Corporation, dated as of June 20, 2000 as amended on April 17, 2001. All capitalized terms have the meanings ascribed to them in the Agreement. Licensor's federal identification number is 74-2913900; and Licensee's federal identification number is 52-2069434.

1. The Site shall consist of a portion of that certain parcel of property, located in the City of Port St. Lucie, the County of St. Lucie, and the State of Florida, more particularly described as an irregularly-shaped parcel containing approximately Five Thousand Three Hundred Twenty-two (5322) square feet, situated as more fully described in the legal description attached hereto as Exhibit "1" (the "Site"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an existing one hundred (100') feet wide right of way extending from the nearest public right of way, commonly known as Becker Road, to the Site, said Site and right-of-way for access being substantially as described herein in Exhibit "2".
2. Licensee's authorized use of the Facilities pursuant to this SLA shall be limited to Licensee's installation, operation and maintenance of only the communications equipment ("Equipment") as set forth below, subject to the approved Site Engineering Application attached hereto as Exhibit "3" at the Site as set forth below (the "Site"). Such license is subject to the Special Conditions, Site Rules and Regulations, and Access and Security Procedures for Users set forth in the Agreement and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications identified below and in Exhibits "3" and "4".

Prepared by: JFFerrari
Prepared on: 8/9/01

VoiceStream Site Name: B
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

Manufacturer and type-number:	EMS; RR65-19-00DP
Number of antenna(s):	Six (6)
Weight and dimension of antenna(s) (L x W x D):	23 Lbs.; 72" x 8" x 2.8"
Transmission line manufacturer & type number for each antenna:	EMS; RF 1 5/8-50
Diameter & length of transmission line:	1 5/8"; 228'
Location of antenna(s) as described in Exhibit "3":	BRA316/So. Pt. St. Lucie/813808
Height of antenna(s) on tower structure as described in Exhibit "3":	178'
Direction of radiation (in degrees):	2 @ 60°; 2 @ 180°; 2 @ 300°
AC usage:	220 Volts; 100 Amps
Equipment building/floor space dimensions as described in Exhibit "4":	To Be Determined
Frequencies/Maximum Power Output per antenna:	Tx: 1930.2-1944.2 MHz Rx: 1850.2-1964.8 MHz Output: 30 Watts

3. The Equipment shall be contained within the Facilities, located on the tower as described in Exhibit "3" and on the Site Plan (or within an existing building) as described in Exhibit "4".

4. The first (1st) Basic Annual Payment due and payable by Licensee to Licensor shall be Seventeen Thousand Four Hundred dollars (\$17,400.00), payable in accordance with the Agreement. Any increase in the Basic Annual Payment shall be calculated in accordance with the Agreement.

5. The parties acknowledge that CROWN's rights in the property leased by BellSouth Mobility Inc. and/or its Affiliates derive from a certain Site Designation Supplement and Memorandum of Sublease dated April 19, 2000, between BellSouth Mobility Inc. and Crown Castle South Inc. ("the Supplement"). Accordingly, the parties further acknowledge that BellSouth's rights in the property derive from a certain Site Lease Agreement dated August 4, 1998, between The City of Port St. Lucie, a Florida municipal corporation, and BellSouth Mobility Inc and/or its affiliates (the "Prime Lease"), a copy of which is attached hereto as Exhibit "5". Licensee further acknowledges that Licensor's rights in the Facilities and the Site are also subject to agreements and permits, the terms of which Licensee has knowledge:

- a. additional agreements: N/A
- b. title conditions: N/A
- c. regulatory requirements: N/A

6. Additional Provision: Licensee will be obligated to include with each payment the following site identifier: Crown: So. Port St. Lucie, BU# 813808. In addition to any rental revenue (\$17,400.00 annually, or \$1,450.00 per month) paid by Licensee to Licensor, Licensee agrees to reimburse to Licensor the cost that Licensor incurs for the revenue share Licensor is obligated to pay pursuant to paragraph 19 of the prime lease, in this case, \$725.00 per month. In

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Ommipoint Holdings

accordance with paragraph 3 of the prime lease \$725.00 shall increase annually at a rate of 4% beginning on the first anniversary of the License's execution and continuing through all terms and extensions. Licensors and Licensee agree that said reimbursement shall not be considered rent (licensing fee) under the terms of the License. Licensors and Licensee agree that this SLA shall commence on September 30, 2001. Rent shall commence on the earlier of commencement of construction or December 31, 2001.

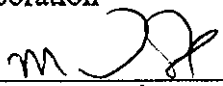
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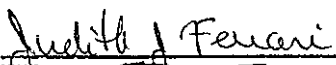

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings


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

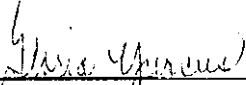
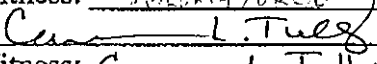
Crown Castle South Inc.,
a Delaware corporation

By: 
Print Name: MARK VAN DYKE
Title: Authorized Agent
Execution Date: 8/22/01


Witness: Judith J. Ferrari

Witness: Jenna A. Williams

Omnipoint Holdings, Inc.
a Delaware corporation

By: 
Print Name: Bryan J. Fleming
Title: Director Engineering & Operations
Execution Date: 8/10/01


Witness: Gloria Yorens

Witness: Caren L. Tully

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SLA EXHIBIT "1"

PROPERTY LEGAL DESCRIPTION

See Attached

DESCRIPTION OF PROPOSED LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY-FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1973.39 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 172.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'52" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 45°38'05" EAST A DISTANCE OF 86.35 FEET; THENCE SOUTH 23°34'10" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 38°43'14" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5322.3 SQUARE FEET MORE OR LESS.

REVISED 6/16/98- Revised Legal Descriptions

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SLA EXHIBIT "2"

SITE AND ACCESS RIGHT-OF-WAY LEGAL DESCRIPTION

See Attached

DESCRIPTION OF PROPOSED LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY-FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1973.39 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 172.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'52" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 45°38'05" EAST A DISTANCE OF 86.35 FEET; THENCE SOUTH 23°34'10" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 38°43'14" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5322.3 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A 20 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1684.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 04°23'48" EAST A DISTANCE OF 143.34 FEET; THENCE SOUTH 89°55'08" EAST A DISTANCE OF 278.27 FEET THENCE SOUTH 00°04'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 259.72 FEET; THENCE SOUTH 04°23'48" WEST A DISTANCE OF 123.27 FEET; THENCE NORTH 89°56'41" WEST A DISTANCE OF 20.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 8046.5 SQUARE FEET MORE OR LESS.

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SLA EXHIBIT "3"

APPROVED SITE ENGINEERING APPLICATION
LOCATION OF ANTENNA(S)

See Attached

EXHIBIT 3



CROWN CASTLE USA
Engineering Application
Version 5

Crown Castle Use Only				
JDE	Application No.	Application Date		
31614	30690	1	#####	813808
Customer No.	JDE Job No.	Revision	Revision Date	BU Number

PLEASE RETURN APPLICATION TO:

Crown Castle USA
375 Southpointe Boulevard
Canonsburg, PA 15317

E-Mail
Engineering@CrownCastle.com
Phone 724 416-2000
Fax 724 416-2200

ATTN: Sales & Marketing

Make Fee(s) Payable to Crown Communications, Inc.

Application Fee: \$3000

Date of Application July 10, 2001
Desired Install Date ASAP
Reason for Application Revised 7/24/01

CUSTOMER / COMPANY INFORMATION

Company VoiceStream Tampa/Orlando, Inc.

Address 3111 W. Martin Luther King Blvd., Suite 400

City Tampa

State FL Post Code 33607

Primary Contact Bob Killian

Phone 813-267-1059 E-Mail bob.killian@voicestream.com

RF Contact Dan Babilla

Phone 813-263-0828 E-Mail dan.babilla@voicestream.com

Const. Contact Ron Grace

Phone 813-348-2506 E-Mail ron.grace@voicestream.com

SITE INFORMATION

Customer Site Name Becker

Customer Site Number P030-A

Crown Castle Name S Port St Lucie

Crown Castle Number 813808

Address 121 SW Becker Rd

City Port St. Lucie

State FL Post Code 34983

County St. Lucie Site Status active

Latitude 27 12.598 Longitude 80 20.125

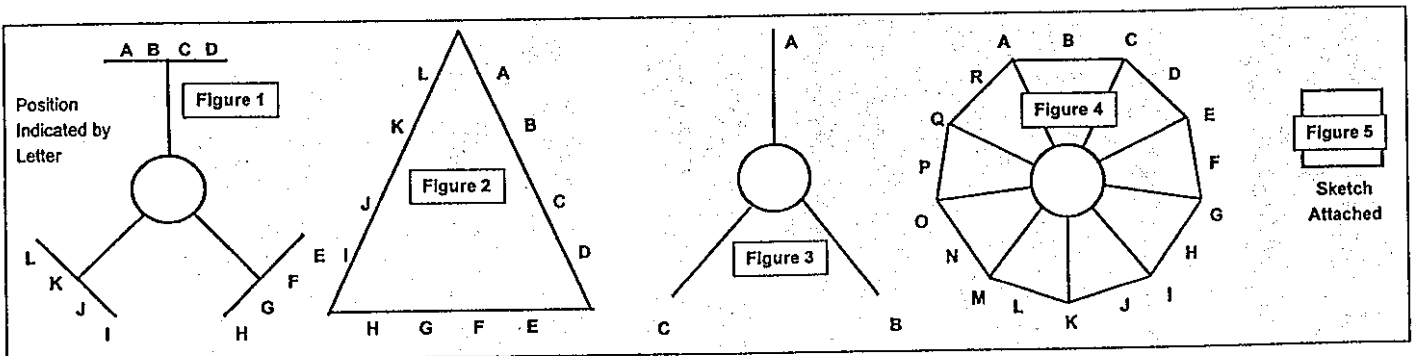
Site Type Self Support Structure Height 200

ANTENNA INFORMATION

	Location		Center Line Elevation	Manufacturer	Model	Type	Technology	Operational Frequency * MHz				Use	Mount Orientation	Azimuth (Mag N)	Mech Tilt
	Flg	Pos						Start	Transmit	Stop	Start				
1	2	A	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		60	2
2	2	D	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		60	2
3	2	E	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		180	2
4	2	H	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		180	2
5	2	I	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		300	2
6	2	L	178	EMS	RR65-19-00DP	Panel	GSM Sector	1930.2000	1944.8000	1850.2000	1964.8000	Tx/Rx		300	2
7				no											
8				no											
9				no											
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															

* All frequencies must be specific and actual operating frequencies. Crown Castle must be notified if they are modified.

ANTENNA LOCATION DIAGRAMS



ANTENNA, FEEDLINE AND COMPONENT INFORMATION

Antenna Parameters					Feedline Information					Lightning Suppressor Type	Tower Mounted Amplifier			
Height	Width	Depth	Weight	Qty	Manufacturer	Model / OD	Conn. Type	Color Code	Length		Qty	Type	Elev. 1	Elev. 2
1	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	red1	228				
2	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	red2	228				
3	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	yel1	228				
4	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	yel2	228				
5	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	blue1	228				
6	72	8	2.8	23	2	EMS	RF1 5/8" -50	7/16"-DIN (F)	blue2	228				
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														

BASE STATION EQUIPMENT

Manufacturer	Nokia
Model Number	City Talk
Output (Watts)	30
Connector Type	7/16" DIN(F)

LIGHTNING SUPPRESSOR

Type	A	B
Manufacturer	Andrew	
Model Number	APT-DFDM-9	

MOUNTING SYSTEM(s)

Figure	
Manufacturer	
Model Number	

TRANSMITTER INTERMOD PROTECTION

Bandpass Manufacturer	Air Tech
Bandpass Filter Model	CS72902.07
Bandpass Filter Range	1850-1865
Duplexor Manufacturer	Nokia
Duplexor Model	AFTL
Duplexor Tx/Rx Isolation	Tx-Rx=40db

TOWER MOUNTED AMPLIFIER

Type	A	B
Manufacturer		
Model Number		
Gain (dB)		
Dimensions		
Weight		

LAND / BUILDING / POWER

Building / Shelter Size	NA		
Building / Shelter Type			
Power Required VAC:	220	100	Amps
Metered Power	Yes	Generator Need	
Building / Shelter Floor Space Requested	15'x23'		
Pad Size	6.0'x10'	Leased Size	15'x23'

SUPPLEMENTAL COMMENTS / ADDITIONAL INFORMATION TO BE DETERMINED

Approved 8/9/01
 Rich C...

I CERTIFY THE INFORMATION ABOVE IS COMPLETE AND ACCURATE

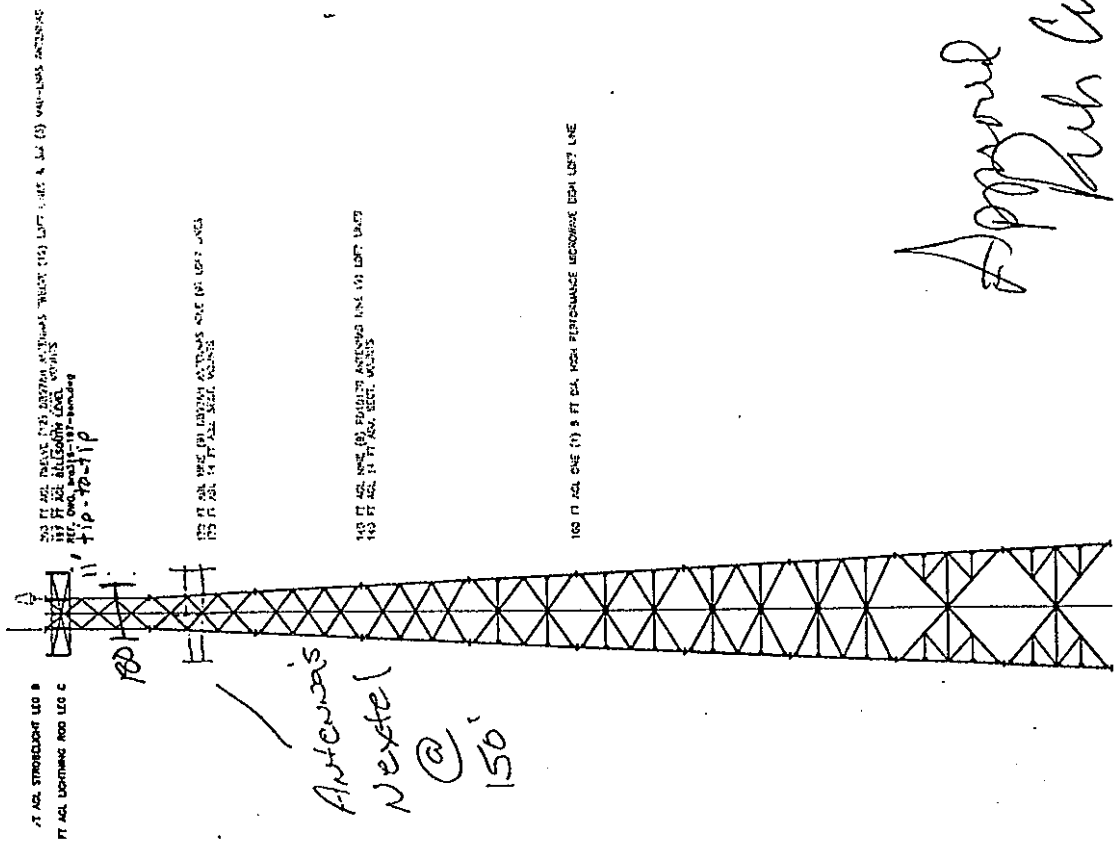
Applicant Name

mon/day/year

Date

<input type="checkbox"/> RF Matrix Separation Waiver Attached (Crown Castle) <input type="checkbox"/> Structural PE Stamp Required (Crown Castle) <input type="checkbox"/> Authorization to Proceed with Structural Analysis <input type="checkbox"/> Structural Analysis Package Attached <input type="checkbox"/> Equipment Specifications (Cut Sheet) Attached <input type="checkbox"/> Equipment Specifications Previously Supplied <input type="checkbox"/> Hard Copy To Be Forwarded By _____ mon/day/year	Crown Castle Regional Approval <table> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> <tr><td>Title</td><td>_____</td><td>mon/day/year</td></tr> </table>	Title	_____	mon/day/year	Title	_____	mon/day/year	Title	_____	mon/day/year	Title	_____	mon/day/year	Title	_____	mon/day/year	Title	_____	mon/day/year
Title	_____	mon/day/year																	
Title	_____	mon/day/year																	
Title	_____	mon/day/year																	
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Title	_____	mon/day/year																	
Title	_____	mon/day/year																	

This application is subject to engineering approval and may also be subject to local zoning or construction approval, that may also require landlord consent.



Approved 8/9/01
 Rich Anderson

VoiceStream Site Name: Becker
VoiceStream No: P030

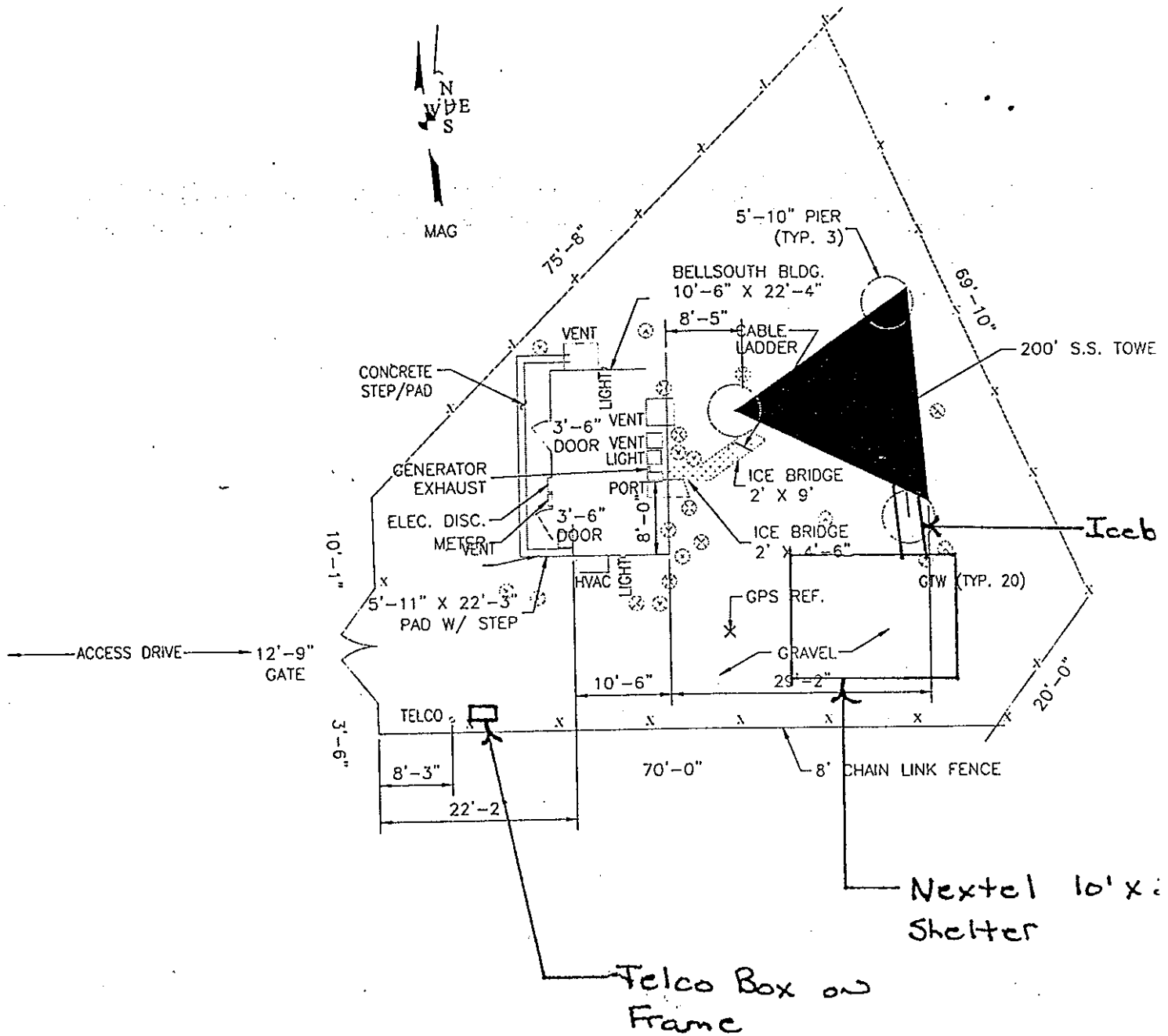
Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SLA EXHIBIT "4"

LOCATION OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER APPENDED INSTALLATION AT THE SITE

See Attached

EXHIBIT 4



VoceStream Imperial location
to be determined after site walk.

8/9/01

Rich Cunningham
815808

VoiceStream Site Name: Becker
VoiceStream No: P030

Crown Site Name: So. Port St. Lucie
JDE Business Unit: 813808
Licensee Identifier: Omnipoint Holdings

SLA EXHIBIT "5"

PRIME LEASE AGREEMENT

See Attached

March 29, 2000

BellSouth Cellular Corp.
1100 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
Attn: Real Estate Administration

Re: Proposed sublease from BellSouth Mobility, Inc ("BellSouth") to Crown Castle South Inc. and its successors and assigns ("Crown"), with respect to that certain Site Lease Agreement dated as of between BellSouth and The City of Port St. Lucie ("Lessor") (as amended to date, the "Lease")

Gentlemen:

You have asked us to consent to a sublease (the "Sublease") to Crown of a part of the property leased to BellSouth under the Lease, including parts of the communications tower which is located on the property (collectively, the "Leased Property"). Under the terms of the Lease, BellSouth must seek our consent to enter into a Sublease. This letter is intended to give BellSouth and Crown that consent.

Pursuant to BellSouth's request, the undersigned hereby consents to BellSouth's sublease of a part of the Leased Property (such part of the Leased Property, the "Subleased Property") to Crown, and to further subleasing by Crown to other communications companies of all or a part of the Subleased Property, for such uses are permitted under the Lease. Notwithstanding the consent, the Sublease and any further sublease by Crown will be subject and subordinate to the Lease and if the Lease is terminated for any reason, the Sublease and any sublease thereunder will likewise terminate. Furthermore, our consent to the Sublease does not create any obligation or duty on our part to Crown or any of its sublessees, and Crown and its sublessees may use the Subleased Property only in the same manner as BellSouth is permitted under the Lease. BellSouth will remain the lessee under the Lease and responsible for the payment of rent under the Lease.

Lessor agrees that it will not be entitled to share in or receive any portion of any sublease payment or other consideration paid by Crown to BellSouth in connection with the Sublease. However, in the event Crown further subleases additional tower space which is a part of the Subleased Property, Lessor will be entitled to share in the net rents actually received by Crown from such sublease, as provided in the Lease. Any additional amounts payable to Lessor will be determined by Crown thirty (30) days prior to any tenant co-locating on the tower. Crown will promptly notify BellSouth and Lessor in writing of the amount of additional rent due under the Lease for such tenant. Lessor shall have the right to reasonable verification of the amount of additional rent due from any further subleases of additional tower space. In the event Lessor disputes the amount of additional rent due as calculated by Crown, Lessor must notify BellSouth and Crown in writing that it is disputing the amount due within ninety (90) days after it receives Crown's notice or such claim shall be waived. BellSouth will begin paying the amount of additional rents payable to Lessor for any new sublease within thirty (30) days after it receives notice from Crown of the amount of additional rent due (retroactive to the date upon which the tenant began paying rent under its sublease with Crown).

All other terms and conditions of the lease shall remain unchanged and in full force and effect.

Accepted and Agreed (Lessor):

CITY OF PORT ST. LUCIE

By: Donald B. Cooper
Name: Donald B. Cooper
Title: City Manager

Date: 3-29-00

Accepted and Agreed (Crown):

BellSouth Mobility Inc

By: Stephen H. Drake
Name: Stephen H. Drake
Title: Asst Vice President

Date: 3-15-00

BRA316
8/3808

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: SPS Lucie -02
Site Address: Becker Road & Florida Turnpike (Tract "U")

1. Premises and Use. The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to BellSouth Mobility Inc. ("BMI"), the Site described in Exhibit "B."

In location(s) ("Site") shown on Exhibit "A," together with a non-exclusive easement for reasonable access thereto and, in the discretion of BMI, source of electric telephone facilities. The Site will be used by BMI for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. BMI will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner also hereby grants to BMI the right to survey said Property, and the legal description on said survey shall then become Exhibit "B," which shall be attached hereto and made a part hereof and shall control in the event of discrepancies between it and Exhibit "A." Owner grants BMI the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by BMI to be relevant and pertinent, as such information relates to Owner's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is necessary required during construction, installation, maintenance, and operation of the Communication Facility.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date BMI signs this Agreement, or if BMI signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless BMI provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term should BMI fail to reasonably cooperate with the City under the terms of this Agreement, the City is not obligated to automatically renew said Agreement. The City must give BMI written notice within ninety (90) days prior to expiration if this Agreement of its intent not to renew.

3. Rent. Rent will commence on the Rent Start Date. Rent will be paid annually in advance beginning on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be the first day of the month following execution of this Agreement. The annual rent will be (\$), partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by percent, per year.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BMI is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BMI is not in default beyond the expiration of any cure period. BMI's access to the Site "at all times" means: That BMI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. BMI shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide BMI, contemporaneous with the signing of this Agreement, such access information, cards or keys as may be necessary to grant access. Owner agrees that in most cases simply giving the phone number of a maintenance person is insufficient for BMI's purposes and a key, access card or other self-executing method for entry or access is required. Owner agrees and understands that access is a material inducement to BMI making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant BMI access pursuant to the terms of this Agreement, it shall be deemed a material default of the PCS Site Agreement, and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. Assignment/Subletting. BMI will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, BMI may assign without Owner's prior written consent to any party controlling, controlled by or under common control with BMI or to any party which acquires substantially all of the assets of BMI. BMI may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. 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.

Owner: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn.: City Manager
(561) 871-5163

BMI: BellSouth Mobility, Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn.: Network Real Estate Manager
(561) 995-3000

7. Improvements. BMI may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with BMI with respect to obtaining any required zoning approvals for the Site and such improvements.

Upon termination or expiration of this Agreement, BMI may remove its equipment and improvements (excluding landscaping or plant life) and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate BMI's financing of the said improvements and will execute such documents as may be reasonably necessary.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BMI will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

9. Interference. BMI will remove technical interference problems with other equipment located at the Site as the commencement date of this Agreement or any equipment that becomes attached to the Site at any future date when BMI desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment, upgrades or enhancements by others which results in technical interference problems with BMI's then existing equipment. Upon written notice to BMI, BMI shall be given a reasonable time to cure said interference.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approval tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

10. Utilities. Owner represents that utilities adequate for BMI's use of the Site are available. BMI will pay for all utilities used by it at the Site. Owner will cooperate with BMI's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. BMI may terminate this Agreement at any time with written notice to Owner without further liability if BMI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership, or appropriately clear title to the Site or authority to enter into this Agreement, or if BMI determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of written 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 written 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. 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.

13. 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. BMI shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance. BMI shall indemnify and hold Owner harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by BMI, its servants or agents, excepting; however, such claims or damages as may be due to or caused by the acts of the Owner, or its servants or agents.

BMI will provide a certificate of insurance upon execution of this lease Agreement naming the City of Port St. Lucie as an additional insured. The certificate of insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage thereunder. BMI will maintain in effect a policy or policies of insurance covering personal property located

on the leased property and BMI's improvements to the leased property paid for and installed by BMI providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage."

BMI shall also provide Commercial General Liability insurance with minimum limits of _____ for injury to or death of one or more persons in any one occurrence and (\$ _____) for damage to or destruction of properties in any one occurrence, with (\$ _____) general aggregate insurance coverage. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; claims-made policies shall not be accepted by the City.

15. BMI shall 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. BMI shall reimburse the Owner as additional rent for any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by BMI and are not separately levied or assessed against BMI's improvements by the taxing authority.

16. Removal. BMI upon termination of this Agreement, shall, within a reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear accepted. At Owner's option when this Agreement is terminated and upon Owner's advanced written notice to BMI, BMI will leave the foundation and security fence to become property of the Owner. If BMI remains on the Property after termination of this Agreement, BMI shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

(a) Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits.

1. Towers up to 150 feet in height = \$
2. Towers 151 to 200 feet in height = \$
3. Towers 201 to 300 feet in height = \$

Tower height shall be measured from the base of the structure.

(b) BMI has been put on notice of the possibility of a Florida Turnpike interchange on or around the parcel referenced in this Lease Agreement. Should the Department of Transportation or any other governmental agency construct, fund and

plan said interchange, and it becomes necessary for BMI to remove or relocate said tower; all expenses associated with said removal or relocation shall be borne solely by BMI. The City of Port St. Lucie shall in no way be responsible for any cost associated with said removal or relocation.

17. Owner and BMI agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and BMI agree to take such actions as may be necessary to permit such recording or filing. BMI, at BMI's option and expense, may obtain title insurance on the space leased herein. Owner; shall cooperate with BMI's efforts to obtain such title insurance policy by executing documents, or at BMI's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, Owner shall use diligent effort to cure defects in title. At BMI's option, should the Owner fail to provide requested documentation within thirty (30) days of BMI's request, or fail to provide the Non-Disturbance instrument(s), BMI may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and Owner has failed to cure the defects within a reasonable period, BMI may cancel this Agreement or cure the title defect at Owner's expense utilizing the withheld payments.

18. In connection with any litigation arising out of this Agreement, the prevailing party, whether Owner or BMI, shall be entitled to recover all reasonable costs incurred including reasonable attorneys' fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations. BMI shall pay to Owner of all rental revenues received from any co-locator. BMI shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by the Owner. Owner acknowledges and agrees that the continuity of BMI's services is of paramount importance. Owner shall at all times exercise the greatest care and judgment to prevent damage to BMI's services. Owner agrees that BMI may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of BMI.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and

desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

BMI shall allow the City of Port St. Lucie and/or St. Lucie County to co-locate its 800 MHZ System on this tower at no additional costs to the City and/or County. The City and/or County shall provide for the installation of the 800 MHZ system at its own cost. The City and/or County shall not cause interference with BMI's existing use of said tower.

20. Sale of Property. Should the Owner, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by BMI herein and/or the right-of-way thereto to a purchaser other than BMI, such sale shall be under and subject to this Agreement and BMI rights hereunder.

21. Casualty. If BMI's Communications Facility or improvements are damaged or destroyed by fire or other casualty, BMI shall not be required to repair or replace the Communications Facility or any of BMI's improvements made by BMI. BMI shall not be required to expend for repairs more than of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within one hundred twenty (120) days following the date of the damage or destruction. BMI may terminate this Agreement by giving written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void and Owner and BMI shall have no other further obligations to each other, other than BMI's obligation to remove its property as hereinafter provided.

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar

activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

23. 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) 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. Any amendments to this Agreement must be in writing and executed by both parties; (d) 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.

The following Exhibits are attached to and made a part of this Agreement:
Exhibit "A" and Exhibit "B."

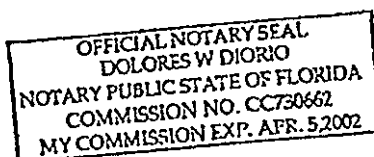
In witness whereof, the undersigned parties have executed this Agreement on the 4th day of August, 1998.

CITY OF PORT ST. LUCIE

Eileen A. Hoff
Witness
Robert A. Hoff
Witness

By: Donald B. Cooper
Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Tax No.: 59-6141662

The foregoing was sworn to and acknowledged before me this 4th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.



Dolores W. Diorio
Notary Public, State of Florida
Dolores W. Diorio
Printed Name of Notary Public
My Commission No.: _____
Expires: 4/5/02

BELLSOUTH MOBILITY, INC.

By: [Signature]
Date: July 14, 1998

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: _____

[Signature]
Witness MARC FIELNISKI

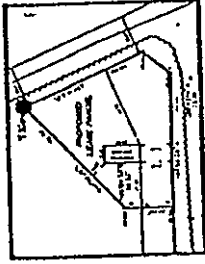
[Signature]
Witness JOHN FIEGE

The foregoing was sworn to and acknowledged before me this 15th day of July, 1998 by Dan Norman who is personally known to me or who produced _____ as identification, and who did take an oath.

[Signature]
Notary Public, State of Florida
Ann Williams
Printed Name of Notary Public
My Commission No.: CC602897
Expires: November 20, 2000

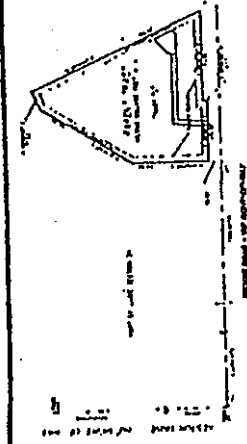
MY COMMISSION EXPIRES NOVEMBER 20, 2000
BONDED THROUGH TROY FARM INSURANCE, INC.

EXHIBIT "A"

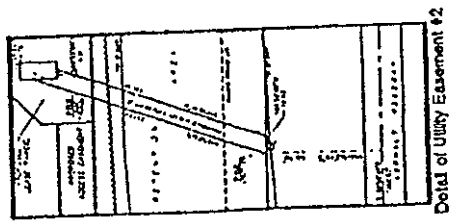


DESCRIPTION OF PROPOSED UTILITY EASEMENT #1

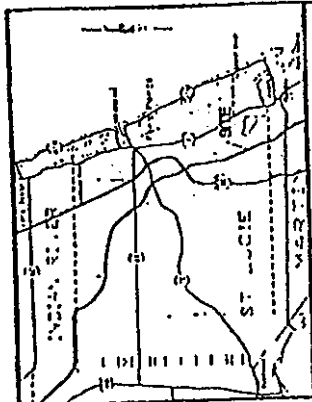
DESCRIPTION OF PROPOSED UTILITY EASEMENT #1
 This easement is for the purpose of installing and maintaining utility lines and structures within the proposed lease parcel. The easement is located within the proposed lease parcel and is subject to the terms and conditions of the lease agreement.



Sketch of Parent Tract



Detail of Utility Easement #2



Location Sketch

DESCRIPTION OF PARENT TRACT

DESCRIPTION OF PARENT TRACT
 The parent tract is located within the proposed lease parcel and is subject to the terms and conditions of the lease agreement.

DESCRIPTION OF PROPOSED LEASE PARCEL

DESCRIPTION OF PROPOSED LEASE PARCEL
 The proposed lease parcel is located within the parent tract and is subject to the terms and conditions of the lease agreement.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

DESCRIPTION OF PROPOSED ACCESS EASEMENT
 This easement is for the purpose of providing access to the proposed lease parcel and utility easement. The easement is located within the proposed lease parcel and is subject to the terms and conditions of the lease agreement.

NOTES

1. The survey was conducted in accordance with the provisions of the Survey Act, Chapter 100, Oregon Revised Statutes.
2. The survey was conducted by the Surveyor General of the State of Oregon.
3. The survey was conducted on the 15th day of May, 1998.
4. The survey was conducted by the Surveyor General of the State of Oregon.
5. The survey was conducted on the 15th day of May, 1998.
6. The survey was conducted by the Surveyor General of the State of Oregon.
7. The survey was conducted on the 15th day of May, 1998.
8. The survey was conducted by the Surveyor General of the State of Oregon.
9. The survey was conducted on the 15th day of May, 1998.
10. The survey was conducted by the Surveyor General of the State of Oregon.



GRAPHIC SCALE

Map of Survey

Map of Survey

Map of Survey

Map of Survey

Map of Survey

Map of Survey

Map of Survey

Map of Survey

Map of Survey

MORGAN & EXLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

1000 N. 1st St., Suite 100

Portland, Oregon 97208

Phone: (503) 228-1111

Fax: (503) 228-1112

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EXHIBIT "B"

DESCRIPTION OF PROPOSED LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY-FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1973.39 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 172.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'52" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 45°38'05" EAST A DISTANCE OF 86.35 FEET; THENCE SOUTH 23°34'10" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 38°43'14" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5322.3 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A 20 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1684.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 04°23'48" EAST A DISTANCE OF 143.34 FEET; THENCE SOUTH 89°55'08" EAST A DISTANCE OF 278.27 FEET THENCE SOUTH 00°04'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 259.72 FEET; THENCE SOUTH 04°23'48" WEST A DISTANCE OF 123.27 FEET; THENCE NORTH 89°56'41" WEST A DISTANCE OF 20.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 8046.5 SQUARE FEET MORE OR LESS.

REVISED 6/16/98- Revised Legal Descriptions
REVISED 6/11/98 - Added Proposed Utility Easement #2
REVISED 4/22/98- Added Proposed Utility Easement

Bellsouth Mobility, Inc.

South Port St. Lucie 02-South Pa

CERTIFICATE OF AUTHORIZATION (LB) No. 4298



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (561) 388-5364
FAX: (561) 388-3165

1500 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-6882
FAX: (954) 421-0451

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Kurt Staffinger
KURT STAFFINGER, PLS
PROFESSIONAL SURVEYOR AND MAPPER No. 5496
STATE OF FLORIDA

COMMISSION
5200.18

DATE
2/3/98

SHEET
1

EXHIBIT "B"

DESCRIPTION OF PROPOSED UTILITY EASEMENT #1

A 10 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1684.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°56'41" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 139.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 10.00 FEET THENCE SOUTH 89°56'41" EAST A DISTANCE OF 139.84 FEET; THENCE SOUTH 04°23'48" WEST A DISTANCE OF 10.03 FEET TO THE NORTH R/W LINE AND THE POINT OF BEGINNING.

CONTAINING 1394.6 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PROPOSED UTILITY EASEMENT #2

A 10 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1950.67 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 69.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 19° 50'41" EAST A DISTANCE OF 147.17 FEET; THENCE SOUTH 00°04'52" EAST A DISTANCE OF 14.79 FEET; THENCE SOUTH 89°55'08" EAST A DISTANCE OF 5.31 FEET; THENCE SOUTH 19°50'41" WEST A DISTANCE OF 131.46 FEET TO THE NORTH R/W LINE; THENCE NORTH 89°55'08" WEST ALONG SAID R/W LINE A DISTANCE OF 10.63' TO THE POINT OF BEGINNING.

CONTAINING 1353.9 SQUARE FEET MORE OR LESS.

OR BOOK 1307 PAGE 2610

Bellsouth Mobility, Inc.

South Port St. Lucie 02-South Pa

CERTIFICATE OF AUTHORIZATION (LB) No. 4298



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (561) 388-5364
FAX: (561) 388-3165

1500 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-6882
FAX: (954) 421-0451

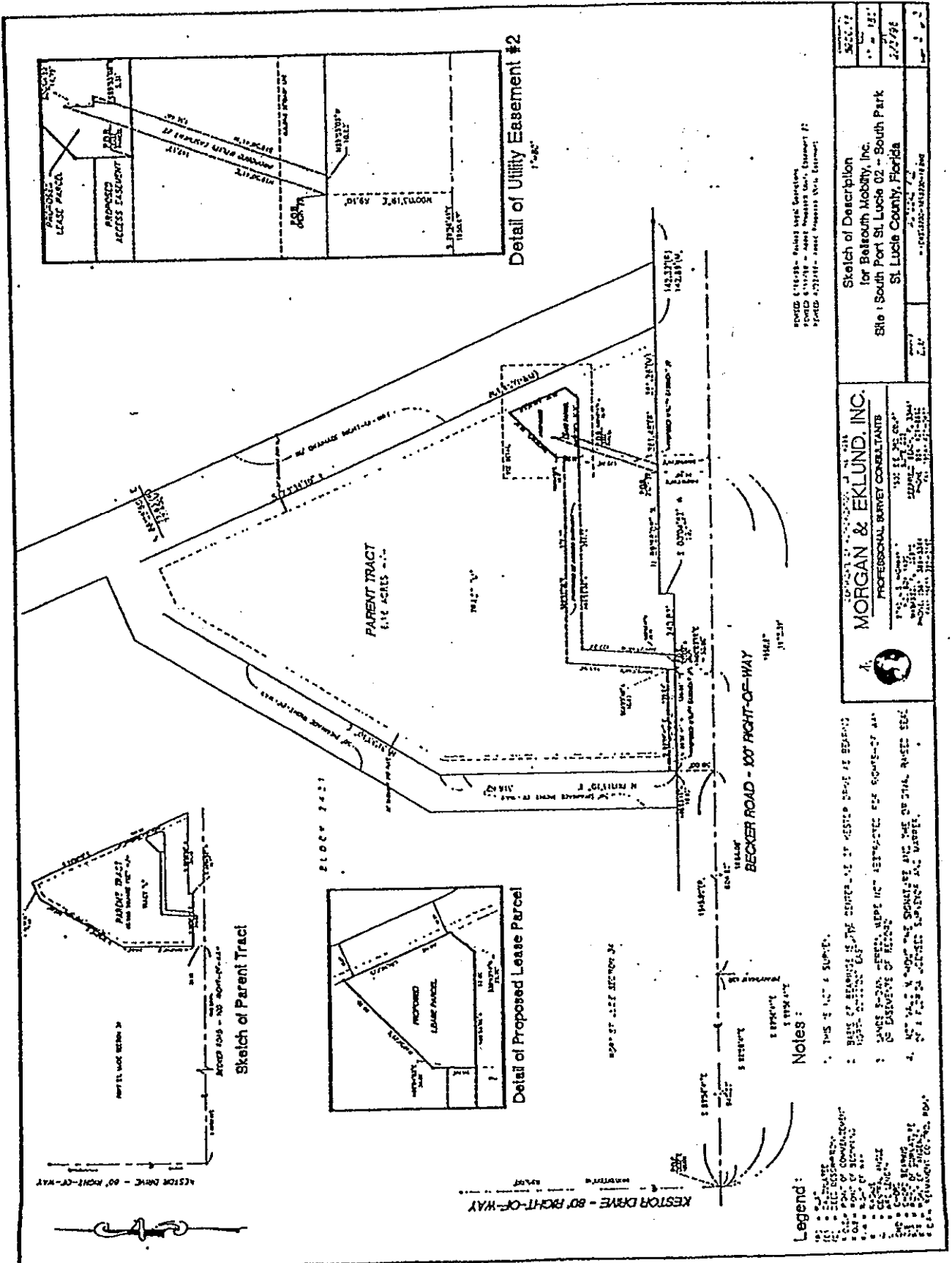
CERTIFICATE OF SURVEYOR -- I HEREBY CERTIFY THAT THE DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

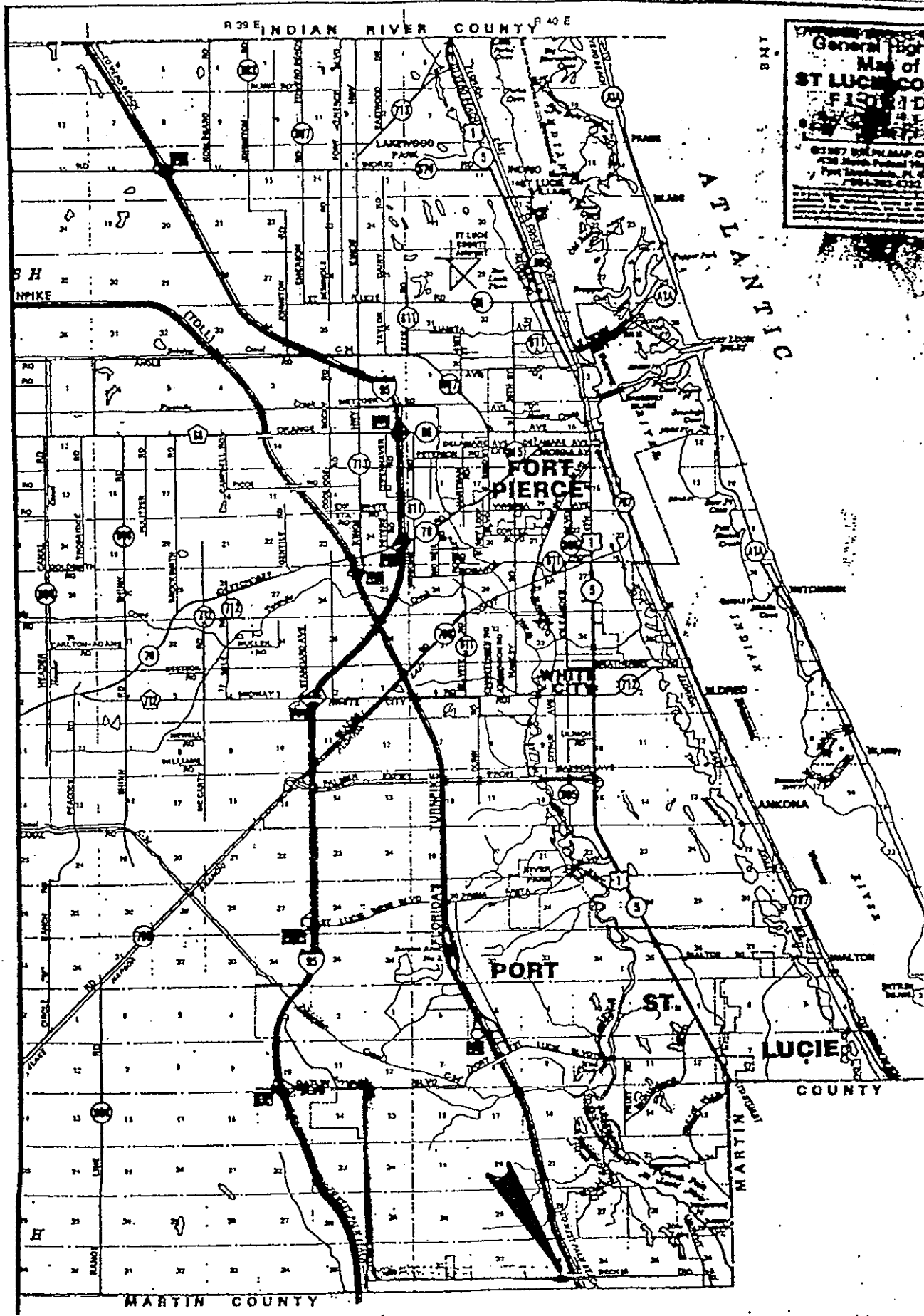
Kurt Staflinger
KURT STAFLINGER, PLS
PROFESSIONAL SURVEYOR AND MAPPER No. 5495
STATE OF FLORIDA

COMMISSION
5200.1

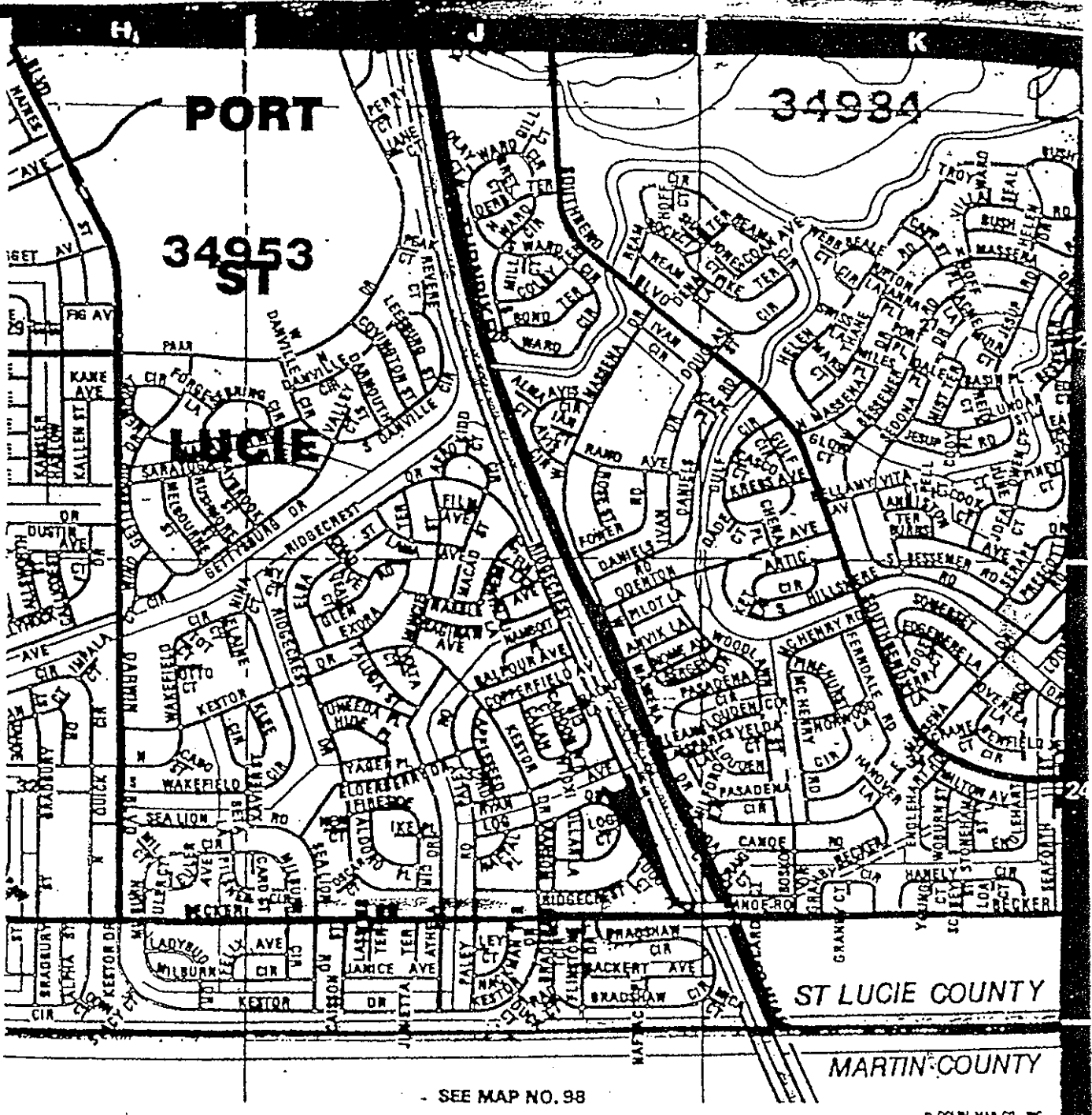
DATE
2/3/9

SHEET 2



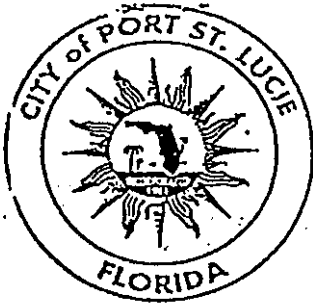


General Map of
ST. LUCIE COUNTY
FLORIDA
©1987 THE MAP CO.
428 North Federal Hwy.
Fort Lauderdale, FL 33301
708-430-0332



SEE MAP NO. 98

D. DOLPH MAP CO., INC.



CITY OF PORT ST. LUCIE

KEEP PORT ST. LUCIE BEAUTIFUL

CONTRACT LETTER OF TRANSMITTAL

DATE: 8/4/98
TO: BellSouth Mobility
RE: Lease agreement Becker Rd/Inpk
FROM: CITY CLERK'S OFFICE
CITY OF PORT ST. LUCIE
121 S W PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

PLEASE FIND ENCLOSED:

- ☒ FULLY EXECUTED ORIGINAL CONTRACT FOR YOUR FILES.
☐ FULLY EXECUTED COPY OF THE CONTRACT FOR YOUR FILES.
☐ OTHER:

DOLORES DI ORIO
CITY CLERK'S OFFICE

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

Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P. O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

813808

~~36318~~

SITE DESIGNATION SUPPLEMENT
AND
MEMORANDUM OF SUBLEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE (the "Supplement"), made effective as of the Site Commencement Date (as defined below), by and between BELLSOUTH MOBILITY INC, a Georgia corporation, with a principal address at 5201 Congress Avenue, Boca Raton, Florida 33487 ("Transferring Entity"), and CROWN CASTLE SOUTH INC., a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department ("TowerCo").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Sublease dated June 1, 1999 (the "Sublease"), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

*Ret. Weil Gotshal + Manges LLP
(REVEX) 701 Brickell Ave. Ste. 2100
E- Miami, Fl. 33131*

WHEREAS, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

WHEREAS, pursuant to that certain lease between the City of Port St. Lucie (the "Ground Lessor") and Transferring Entity, dated August 4, 1998 (as may have been amended, the "Ground Lease"), the recorded copy or memorandum of which is referred to in Exhibit A, Transferring Entity is the lessee of that certain real property described therein, and the owner of certain improvements located thereon as more particularly described on Exhibits B, C and D attached hereto and incorporated herein by reference (the "Site");

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Sublease and Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. Demise. Pursuant to the Sublease, Transferring Entity hereby subleases to TowerCo, and TowerCo hereby subleases from Transferring Entity, the Subleased Property of the Site.

3. Reserved Space. TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on Exhibits B, C and D attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on Exhibits B, C and D attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in Exhibit E attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to Sections 5(c) and 25 of the Sublease and all appurtenant rights reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in Section 5 of the Sublease. For purposes of Section 25 of the Sublease, the weights and sail area of the panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on Exhibit F.

4. **Term/Site Commencement Date.** The Term of the Sublease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of April 1, 2000 (the "Site Commencement Date") and shall terminate on the date which is one day before the Ground Lease expires in accordance with its terms (including any extensions or renewals thereof), unless terminated earlier in accordance with the terms of the Sublease.

5. **Rent.** TowerCo shall pay to BMI the Site Payment calculated in accordance with Section 11 of the Sublease.

6. **Notice.** All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law.** Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications.** This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts.** This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

[Signature]
Printed Name: Michael Hart
Witness

[Signature]
Printed Name: Ralph H. Harrison
Witness

BELLSOUTH MOBILITY INC

By: [Signature]
Stephen A. Brake
Assistant Vice President

Address:

1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

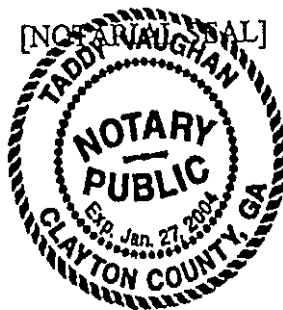
STATE OF GEORGIA)

COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Stephen A. Brake, Assistant Vice President of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced a Georgia Driver's License as identification.


[Signature]
Taddy Vaughan, Notary Public


My Commission Expires: _____



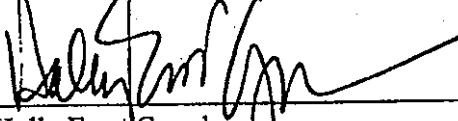
Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.


Printed Name: Michael Hart
Witness


Printed Name: Ralph H. Harrison
Witness

CROWN CASTLE SOUTH INC.

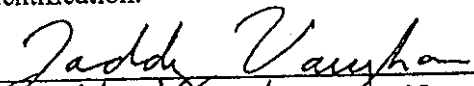
By: 
Holly Ernst Groschner
Vice President/Assistant Secretary

Address:
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317

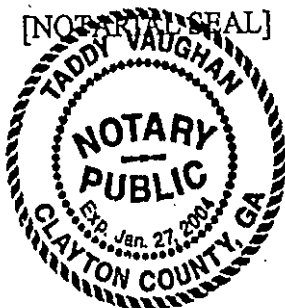
STATE OF GEORGIA)

COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced a Pennsylvania Driver's License as identification.


Taddy Vaughan, Notary Public

My Commission Expires: _____



Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

Exhibit A - Leased

Site Name: South Port St. Lucie
Site Number: BRA316
County: St. Lucie
Original Ground Lessor: The City of Port St. Lucie

Original Ground Lessee: BellSouth Mobility Inc.

Execution Date of Original
Ground Lease Agreement:

Recording Information for Original Ground Lease Agreement or Memorandum Thereof

Registry: St. Lucie
Book: 1307
Page: 2598
Record Date: 6/19/00

Tuesday, July 25, 2000

EXHIBIT B

SITE PLAN

See attached "as built" site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

B-1

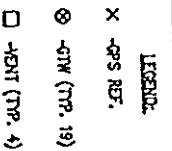


EXHIBIT B

SITE PLAN

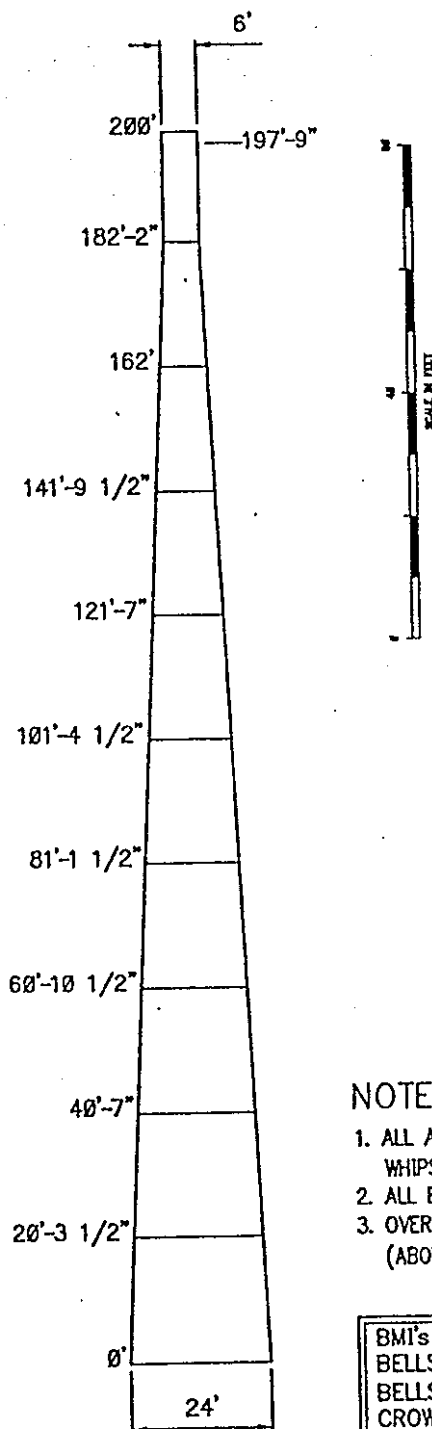
EXHIBIT C

TOWER ELEVATION

See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

FINAL



MODEL 4 SST

SERIAL # 16850

OVERALL HEIGHT	TOWER HEIGHT	FOUNDATION HEIGHT
200'-7"	200'	7'

MISCELLANEOUS

[illegible]

ANTENNAS

[illegible]

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL
(ABOVE GROUND LEVEL)

EXHIBIT C

BMI'S SITE NAME S. PORT ST. LUCIE
 BELLSOUTH ACCOUNTING CODE 8090019
 BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: _____
 CROWN BUSINESS UNIT NUMBER _____

NOTE:

ALL ANTENNAS OWNED
BY BELLSOUTH
UNLESS OTHERWISE
NOTED WITH *.



STRUCTURE ELEVATION

SITE: S. PORT ST. LUCIE STATE-FLORIDA



DESIGNED BY C.W.	SCALE 1" = 20'	JOB NO. 16488
DRAWN BY RICK P.	DATE 09/13/99	STANDARD NO. BRA316EL
ENGINEER	REV. NO. 1 12/2	

NOTES: The drawing is the property of TUB BAKERS, INC. All information contained herein shall be furnished only to the extent the information is required for the purpose of the contract. The drawing is not to be used for any other purpose without the written permission of TUB BAKERS, INC.

EXHIBIT D

TOWER ANTENNA PLATFORM

See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

Figure 1 is a perspective drawing of a building facade. It features a series of vertical lines labeled A through L. A horizontal line is labeled '16'' and a vertical line is labeled '6''.

60
40
20
0
SCALE IN FEET

EXHIBIT D

Accepted and Approved by Crown and Dominion

ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
B	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
C	OPEN	NONE	NONE	NONE
D	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
E	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
F	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
G	OPEN	NONE	NONE	NONE
H	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
I	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
J	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187
K	OPEN	NONE	NONE	NONE
L	DECIBEL DB878H120-M, LINE 1/2", (O/T 0)	1/2X1 1/2X11 1/2"	BEHIND PANEL	187

BMI'S SITE NAME S. PORT ST. LUCE
BELLSOUTH ACCOUNTING CODE 8898819
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:
CROWN BUSINESS UNITS NUMBER

NOTE: ALL ANTENNAS OWNED BY BELL SOUTH UNLESS OTHERWISE NOTED WITH *.

DESCRIPTION	TOWER MOUNTED AMPLIFIER - TMA
UPRIGHT	•
MIDPOINT	•
INVERTED	•

A

LEGEND / ANTENNA IDENTIFIER

ROHN MOUNT PANEL
SITES, PORT ST. LUCIE STATEFLORIDA
TW TELECOM, INC.

CROWN
COMMUNICATIONS

10400	DATE	09/13/99	TIME	12/2	BRASILEIR
	NAME	RICK P.	AGE	1 OF 1	
	SEX	M	DOB	09/13/99	
	HEIGHT	5' 10"	WEIGHT	160	
	HAIR	BROWN	EYES	BROWN	
	SKIN	Fair	TEETH	White	
	Build	Slender	Scars	None	
	Other		Notes		

EXHIBIT E

TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C and D**.
2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.
3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.
4. Pads and foundations associated with equipment shelters, building, cabinets and generators.
5. Grounding rings for the equipment shelters, if any.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

EXHIBIT F

ANTENNA WEIGHT AND SAIL AREA DATA

See attached schedule of standard antenna weight and sail area data.

Site Name: South Port St. Lucie, FL
Site Number: BRA316
Leased Site

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-65D	113.04	162.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Celwave	PCS D 085-17-2	3.57	11.80
Comsat RST	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567 R90	7.00	66.00
Decibel Products	DB567KR90	7.00	80.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
Northern Telecom	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3.14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1.73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

DATA

Antenna Manufacturer	Model	Wind Area (ft ²)	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Scala	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00

SLA EXHIBIT 6

FORM OF MEMORANDUM FOR RECORDING

See Attached

EXHIBIT "6"

FORM OF MEMORANDUM FOR RECORDING

(The following form shall be a guideline to be modified to conform to the recording requirements of each jurisdiction. In no event shall the amount of any payments required under this Agreement be disclosed unless required by law.)

THIS MEMORANDUM, made this ____ day of _____, 2000, between _____, a Delaware corporation with its principal offices at 375 Southpointe Boulevard, Canonsburg, PA 15317, hereinafter designated "Licensor" and _____, a _____ corporation, with its principal offices located at _____, hereinafter designated "Licensee".

1. Licensor and Licensee entered into a _____ Agreement on _____, 2000, for a term of _____ years. The Agreement may be extended for _____ additional _____ years.

2. In consideration of the payments set forth in the License Agreement, Licensor hereby licenses to Licensee that certain property located at _____ County, State of _____, and being described as a parcel containing approximately _____ square feet described as shown on the Tax Map of _____ and more substantially described in Exhibit "____" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along an existing right of way extending from the nearest public right of way.

3. This License commences on _____, 2000, and a copy of the License is on file in the offices of Licensor and Licensee.

4. The terms, covenants and provisions of the License Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of Licensor and Licensee.

IN WITNESS WHEREOF, hereunto Licensor and Licensee have caused this Memorandum to be duly executed on the day and year first written above.

Witness:

Licensor:

_____ a _____ corporation

By:

Print Name: _____

Print Title: _____

Witness:

Licensee:

_____ a _____ corporation

By:

Print Name: _____

Print Title: _____

STATE OF _____

SS

COUNTY OF _____

ACKNOWLEDGEMENT

On this _____ day of _____, 2000, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me
this _____ day of _____,
2000.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

SS

ACKNOWLEDGEMENT

On this _____ day of _____, 2000, before me, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

Sworn to and subscribed before me
this _____ day of _____,
2000.

Notary Public

My Commission Expires: