

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2008 - 272

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE CONSENTING TO THE ASSIGNMENT AND TRANSFER OF A SITE LEASE WITH OPTION AGREEMENT IN CONNECTION WITH A TELECOMMUNICATIONS TOWER ON CITY-OWNED PREMISES LOCATED AT 21211 DRAKE ROAD, IN THE CITY OF STRONGSVILLE FROM T-MOBILE CENTRAL LLC TO MOBILITIE INVESTMENTS II, LLC; AUTHORIZING THE MAYOR TO ENTER INTO ANY NECESSARY AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

WHEREAS, through Ordinance No. 2008-160 adopted July 21, 2008, this Council authorized the City to enter into a Site Lease with Option Agreement with T-Mobile Central LLC ("T-Mobile") and approved T-Mobile's construction on City-owned land located at 21211 Drake Road, of a telecommunications tower pursuant to certain terms and conditions as set forth in said Agreement; and

WHEREAS, by letter received by the City on November 7, 2008, T-Mobile advised the City that it had entered into a business relationship with Mobilitie Investments II, LLC ("Mobilitie") by which Mobilitie will acquire T-Mobile's ownership interests in certain cell sites in return for various business and monetary considerations, and including the intended assignment of T-Mobile's cell site located at 21211 Drake Road in the City of Strongsville; and

WHEREAS, T-Mobile has requested the consent and agreement of the City of Strongsville to the assignment and transfer of the Site Lease Agreement, and the respective duties, responsibilities and objections of T-Mobile as set forth in said Agreement; and

WHEREAS, Mobilitie has agreed to assume the duties, obligations and responsibilities of T-Mobile, as set forth in the Agreement, and has submitted information requested by the City documenting its ability to so perform;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1. That based upon the representations made to the City by T-Mobile and Mobilitie, and in reliance thereon, this Council finds and determines that Mobilitie

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2008 -272

Page 2

possesses the ability and qualifications financially and otherwise to operate and maintain the telecommunications tower and cell site located on City-owned land at 21211 Drake Road and to comply with all requirements for the remainder of the term of the Site Lease with Option Agreement with the City.

Section 2. That accordingly, subject to the terms of the Agreement set forth in Exhibit 1 attached hereto, this Council consents to T-Mobile's assignment and transfer to Mobilitie of the Site Lease with Option Agreement and T-Mobile's duties, obligations and responsibilities as set forth therein.

Section 3. That the Mayor be and is, therefore, authorized to execute the letter consent attached hereto as Exhibit 2, and to execute any and all other agreements and documents necessary to effectuate the above assignment and transfer.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that continuous and proper operation and maintenance of the telecommunications tower and appurtenances is necessary to provide for the continuity of public services offered within the City and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved:
Mayor

Date Passed: December 15, 2008

Date Approved: Dec. 16, 2008

Attest:
CERTIFICATE OF POSTING

I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2008-272 was duly posted on 12/19/08, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.

Clerk of Council

Dated: 12/19/08

ORD. No. 2008-272 Removed: _____
1st Rdg. 12-15-08 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Red: _____
Pub Hrg. _____ Ref: _____
Adopted: 12-15-08 Defeated: _____

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Strongsville, an Ohio municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one thousand and no/100 dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of one thousand and no/100 dollars (\$1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, Landlord expressly grants to Tenant a right of access to the Property to perform any (i) surveys, (ii) soil tests, and (iii) on-site feasibility assessments ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option and has obtained all required permits, licenses and Government Approvals, then, subject to the following terms and conditions, Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B and Exhibit B-1 (collectively referred to hereinafter as the "Premises"). The Premises, located at 21211 Drake Road, Strongsville, Ohio 44136, comprises approximately 2,500 square feet.

2. Term. The initial term of this Lease shall be five (5) years plus the initial partial month, if any, commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month containing the fifth annual anniversary of the Commencement Date (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except for adjustments to Rent as set forth in Subsection 4(b) below. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term or unless the Lease is otherwise terminated. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand eight hundred fifty and no/100 dollars (\$1,850.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month containing the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to the City of Strongsville and address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, permitted assigns and/or designee, if any, will submit to Tenant any documents required by the IRS in connection with the payment of Rent.

(b) During the Initial Term and any Renewal Terms, Rent shall be adjusted, effective on the first anniversary of the Commencement Date, and annually thereafter, to an amount equal to one hundred three percent (103%) of the Rent in effect immediately prior to the most recent adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation tower and base, antennas, microwave dishes, equipment shelters and/or cabinets, and related activities.

6. Interference. Tenant shall not use, nor shall Tenant permit its sub-lessees, sub-licensees, employees, invitees or agents to use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord (subject to Tenant's

rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within forty-eight (48) hours. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities, at Tenant's sole cost and expense, at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence, so long as its existence does not unreasonably impede the activities of Landlord or its licensees, lessees, representatives, employees, invitees or agents.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted and Tenant shall reimburse Landlord for any damage to the Premises which cannot be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators or alternative power sources). Landlord agrees to use reasonable efforts in assisting Tenant to acquire approvals for utility service and power sources. Tenant shall install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service resulting solely from the actions of Landlord or its licensees, lessees, representatives, employees, or agents.

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

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. In case of an emergency, Landlord shall have access to the Premises. Tenant shall provide the lock combination to the Premises to Landlord's Police and Fire Departments.

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

(h) During the construction and installation of the Antenna Facilities, Tenant shall, at its sole cost and expense, expand the existing gravel parking lot on the Property by 2,500 square feet in a location mutually agreeable to Landlord and Tenant. The parking lot expansion shall be gravel.

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

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

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any

license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

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

(f) if Landlord reasonably determines, through the proper action of its City Council, that the Premises are materially necessary for City purposes, then Landlord may terminate this Lease by giving six (6) month's written notice ("Notice Period") to Tenant specifying a date upon which this Lease shall terminate, and on that date this Lease shall terminate and expire. During the Notice Period, Landlord will in good faith work with Tenant to find a suitable alternate site on the Property to which Tenant could relocate the Antenna Facilities. If such relocation is achieved by the parties, Tenant agrees that the cost of such relocation will be at the sole cost of Landlord, and this Lease shall be amended to conform to such relocation and shall remain in full force and effect. If a suitable alternate site on the Property is not agreed upon within the first one hundred (100) days of the Notice Period, Landlord agrees to work in good faith with Tenant and make available to Tenant a temporary location on the Property mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities (including a so-called "COW" or cell-on-wheels) until a permanent location is found by Tenant and the Antenna Facilities are re-installed at such new location. During Tenant's operation of such temporary transmitting/receiving facilities, all Rent shall abate. Upon completion of re-installation at a permanent location Tenant shall resume payment of full Rent. In the event of termination without relocation on the Property, neither party shall be subject to any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease and the prompt prorata reimbursement of prepaid Rent.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant acknowledges that Landlord currently pays no real property taxes on the Property. However, if Landlord fails to retain its tax-exempt status on the Property, then Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, whether imposed on Landlord or Tenant, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability insurance in amounts of Three Million and no/100 Dollars (\$3,000,000.00) per occurrence and Five Million and no/100 Dollars (\$5,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord shall be named as an additional insured on Tenant's Commercial General Liability policy.

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

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

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

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

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

And with a copy to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Legal Dept.

And with a copy to:
T-Mobile Central LLC
2001 Butterfield Rd, Suite 1900
Downers Grove, IL 60515
Attn: Lease Administration

And with a copy to:
T-Mobile Central LLC
2001 Butterfield Rd, Suite 1900
Downers Grove, IL 60515
Attn: Legal Dept.

If to Landlord, to:
City of Strongsville
Attn: Mayor
16099 Foltz Parkway
Strongsville, Ohio 44149

And with a copy to:
City of Strongsville
Attn: Law Director
16099 Foltz Parkway
Strongsville, Ohio 44149

Pay and Send Rent payments to the following Payee:
City of Strongsville
Attn: Finance Department
16099 Foltz Parkway
Strongsville, Ohio 44149

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

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

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located so long as the assignee can reasonably demonstrate it has a credit worthiness which is at least equal to the Tenant at the time of assignment. Upon such assignment, Tenant shall be relieved of all liabilities

and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder Tenant may otherwise assign this Lease upon prior written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property shall require the prior written consent of Tenant which may not be unreasonably withheld. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Tenant may sublease or sublicense the Premises or any part thereof upon written notice to Landlord, and in such event, shall pay a collocation fee to Landlord in the amount of fifty percent (50%) of any rental revenue received from such sublessees or sublicensees of Tenant. Landlord must be provided a copy of any sublease or sublicense of the Premises.

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

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

17. Waiver of Landlord's Lien. Subject to laws specifically applicable to municipal corporations, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning only those portions of the Antenna Facilities which are subject to mortgages, financing or any security agreements and shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent. Said removal shall be subject to the requirements of Subsection 7(c) above.

18. Miscellaneous.

(a) Intentionally Deleted

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

(c) Landlord and Tenant agree to cooperate with each other in executing any documents necessary to protect either party's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by either party.

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

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

(f) This Lease shall be construed in accordance with the laws of the state of Ohio.

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

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

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

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

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker. Both parties represent that there are no brokers or leasing agents involved in this Lease.

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

LANDLORD: City of Strongsville,
an Ohio municipal corporation

By: Thomas P. Perciak

Printed Name: Thomas P. Perciak

Title: Mayor

Date: July 22, 2008

TENANT: T-Mobile Central LLC,
a Delaware limited liability company

By: Tami Nystrom

Printed Name: Tami Nystrom

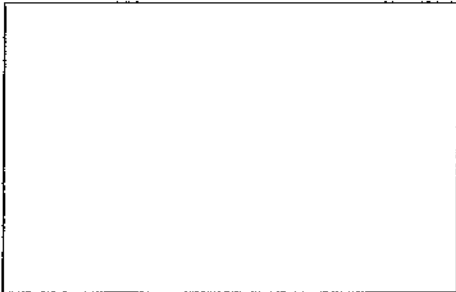
Title: Director, Network Engineering & Operations

Date: 7-17-08

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me on _____ by Thomas P. Perciak, Mayor of the City of Strongsville, an Ohio municipal corporation, on behalf of said City of Strongsville.

Dated: 7-22-08



Donna M. Miscik
Notary Public
Print Name DONNA M. MISCİK
My commission expires _____

DONNA M. MISCİK
Notary Public, State of Ohio
My Commission Expires Nov. 16, 2009

(Use this space for notary stamp/seal)

STATE OF Michigan)
) ss.
COUNTY OF Oakland)

I certify that I know or have satisfactory evidence that Jamil Nystrom is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Network Engineering & Operations of T-Mobile Central 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: 7-17-08



Jane E. McKin
Notary Public
Print Name Jane E. McKin
My commission expires 1-17-2014

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

The Property is legally described as follows:

See attached Deed

DEED
#14518990

Split

DEED

KNOW ALL MEN BY THESE PRESENTS that LTV Steel Company, Inc., successor, by merger, to Republic Steel Enterprises, Inc., a New Jersey corporation, having its offices at LTV Steel Building, Cleveland, Cuyahoga County, Ohio 44115, for valuable consideration paid, grants with general warranty covenants to The City of Strongsville, a municipal corporation whose general mailing address is 18688 Royalton Road, Strongsville, Ohio 44136, the following described real property:

add

X PARCEL NO. 1:

*18986
146372
18986*

X - Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lot No. 82 and further bounded and described as follows:

Beginning in the centerline of Prospect Road (60 feet wide), at its intersection with the Easterly prolongation of the Southerly line of Republic Industrial Park Subdivision No. 1 as shown by the Plat recorded in Volume 213, Page 45 of Cuyahoga County Plat Records and the principal place of beginning of the premises herein described;

Course No. 1
Thence South 00-00'-53" East along the centerline of Prospect Road a distance of 139.82 feet to the Northerly line of lands conveyed to Caroline M. Kosarko by deed dated March 27, 1940 and recorded in Volume 5089, Page 66 of Cuyahoga County Deed Records;

Course No. 2
Thence South 89-53'-15" West along the Northerly line of lands conveyed to Carolina M. Kosarko, as aforesaid, a distance of 330.00 feet to the Northwest corner of land conveyed to Iossef Fenyes and Maria Fenyes by deed recorded in Volume 87-0604, Page 67 of Cuyahoga County Deed Records;

Course No. 3
Thence South 00-00'-52" East parallel with the centerline of Prospect Road a distance 244.70 feet to the Northerly line of lands conveyed to Norbert Woidka and Rosemary Woidka by deed dated April 19, 1965 and recorded in Volume 11606, page 173 of Cuyahoga County Deed Records;

Course No. 4
Thence South 89-25'-03" West along the Northerly line of lands conveyed to Norbert Woidka and Rosemary Woidka, as aforesaid, a distance of 69.90 feet to the Northwest corner thereof;

THOMAS J. NEFF P.E. P.S.
COUNTY ENGINEER
TAX MAP DIVISION
APPROVED FOR
RECORD
FRANK R. ...
4/11

Course No. 5

Thence South 90-00'-52" East along the Westerly line of lands conveyed to Norbert Woldke and Rosemary Woldke, as aforesaid, a distance of 100 feet to the Southwest corner thereof and the Northerly line of lands conveyed to Sadie Berndsen and Rhoda Rennison by deed dated April 15, 1939 and recorded in Volume 1965, Page 678 of Cuyahoga County Deed Records;

Course No. 6

Thence South 89-25'-03" West along the Northerly line of Sadie Berndsen and Rhoda Rennison, as aforesaid, 689.53 feet to the Southerly prolongation of the Westerly line of Sublot 10 in the Republic Industrial Park Subdivision No. 1, as aforesaid;

Course No. 7

Thence North along the Southerly prolongation of the Easterly line of Sublot 10, as aforesaid, a distance of 492.69 feet to the Southwest corner of Sublot No. 10, as aforesaid;

Course No. 8

Thence East along the Southerly line of the Republic Industrial Park Subdivision No. 1, as aforesaid, a distance of 1089.35 feet to the centerline of Prospect Road and the place of beginning, and containing within said bounds 9.4250 acres of land, of which 0.0963 acres are within the right-of-way of Prospect Road, according to a survey by The Western Reserve Engineering and Surveying Company dated August 3, 1987, be the same more or less but subject to all legal highways;

337/76

PARCEL NO. 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 11 in Republic Industrial Park Subdivision No. 1 of a part of Original Strongsville Township Lot Nos. 82, 83, 98 and 99, as shown by the plat of said Subdivision recorded in Volume 213, Page 49 of Cuyahoga County Records of Plats.

Said Sublot No. 11, having a frontage of 215.00 feet on the Southerly side of Drake Road, 80 feet wide, and extending back of equal width 565.00 feet on the Easterly line, 565.00 feet on the Westerly line and having a rear line of 215.000 feet, as appears by said plat.

YY K

-2-

J. Timothy McCarroll
COUNTY AUDITOR

PARCEL NO. 354-12-001.4 395-12-08
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.02 O.R.C.
PAID

DEC 26 1987

SEARCHED 2 INDEXED 715818
TYPE 1 AMOUNT 1 YES () NO ()
PROPERTY OF CUYAHOGA COUNTY AUDITOR BY W.C. ...

TOGETHER with the rights, privileges and appurtenances, thereunto or appertaining, but subject to the following:

- a). Pipeline Right-of-Way filed for record August 15, 1955 at 4:23 PM and recorded in Lease Volume 337, Page 592 of Cuyahoga County Records;
- b). Restriction regarding Tree Roots filed for record May 17, 1966 at 2:49 PM and recorded in Volume 12320, Page 515 of Cuyahoga County Records;
- c). Covenants and Restrictions including a Utility easement recorded in Volume 12351, Page 627 of Cuyahoga County Records;
- d). Amendment to Restrictions recorded in Volume 12781 Page 727 of Cuyahoga County Records;
- e). Easements to Cleveland Electric Illuminating Company and Ohio Bell Telephone Company recorded in Volume 14420, Page 801 of Cuyahoga County Records;
- f). Zoning and other ordinances;
- g). Real estate taxes and assessments, both general and special for year 1987 and beyond;
- h). public highways.

IN WITNESS WHEREOF, LTV Steel Company, Inc. hereunto sets its hand and corporate seal this 6th day of November, 1987.

Signed and acknowledged in the presence of:

LTV Steel Company, Inc.

Wanda Harris
Mary E. McDermott

By J. Peter Kelly *JKW*
 Executive Vice President
 ATTEST: [Signature]
 Assistant Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared J. Peter Kelly

and David B. Pollack, known to me to be the persons, who as Executive Vice President and Assistant Secretary, respectively of LTV Steel Company, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio this 10th day of November, 1987.

Kay Woods
Notary Public

This instrument was prepared by:

LTV Steel Company, Inc.
LTV Steel Building
Cleveland, Ohio 44115

KAY WOODS, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires on September 22, 1988
Section 14741 R. C.

1800b

97 OFC 25 P 1 : 48

RECORDS SECTION
FRANKLIN COUNTY
OHIO

EXHIBIT B

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

See attached drawings

NOTE: THIS EXHIBIT B REPRESENTS T-MOBILE'S INITIAL INSTALLATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY T-MOBILE'S INSTALLATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING EQUIPMENT INVENTORY:

- NINE (9) ANTENNAS (APPROXIMATE DIMENSIONS 72" H x 8" W)
- TWENTY FOUR (24) COAXIAL CABLES (1-5/8" DIAMETER)
- SIX (6) TOWER MOUNTED AMPLIFIERS (TMA)
- ALL SUPPORTING MOUNTING HARDWARE NECESSARY FOR OPERATION OF THE FACILITY

T-Mobile
 4200 GAY STREET BOULEVARD
 SUITE 1225
 RICHMOND, VA 23260
 TEL: 804.781.4500
 FAX: 804.781.4500

HARPER ENGINEERING, INC.
 THE LIZON GROUP
 615 BRADLEY AVENUE SUITE 15114
 GAYNESVILLE, OH 44114
 PHONE 614.744-8888
 FAX 614.744-9026

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
A	REVISED	05/21/2007	DM
B	REVISED	05/27/2007	DM
C	REVISED	06/20/2007	DM

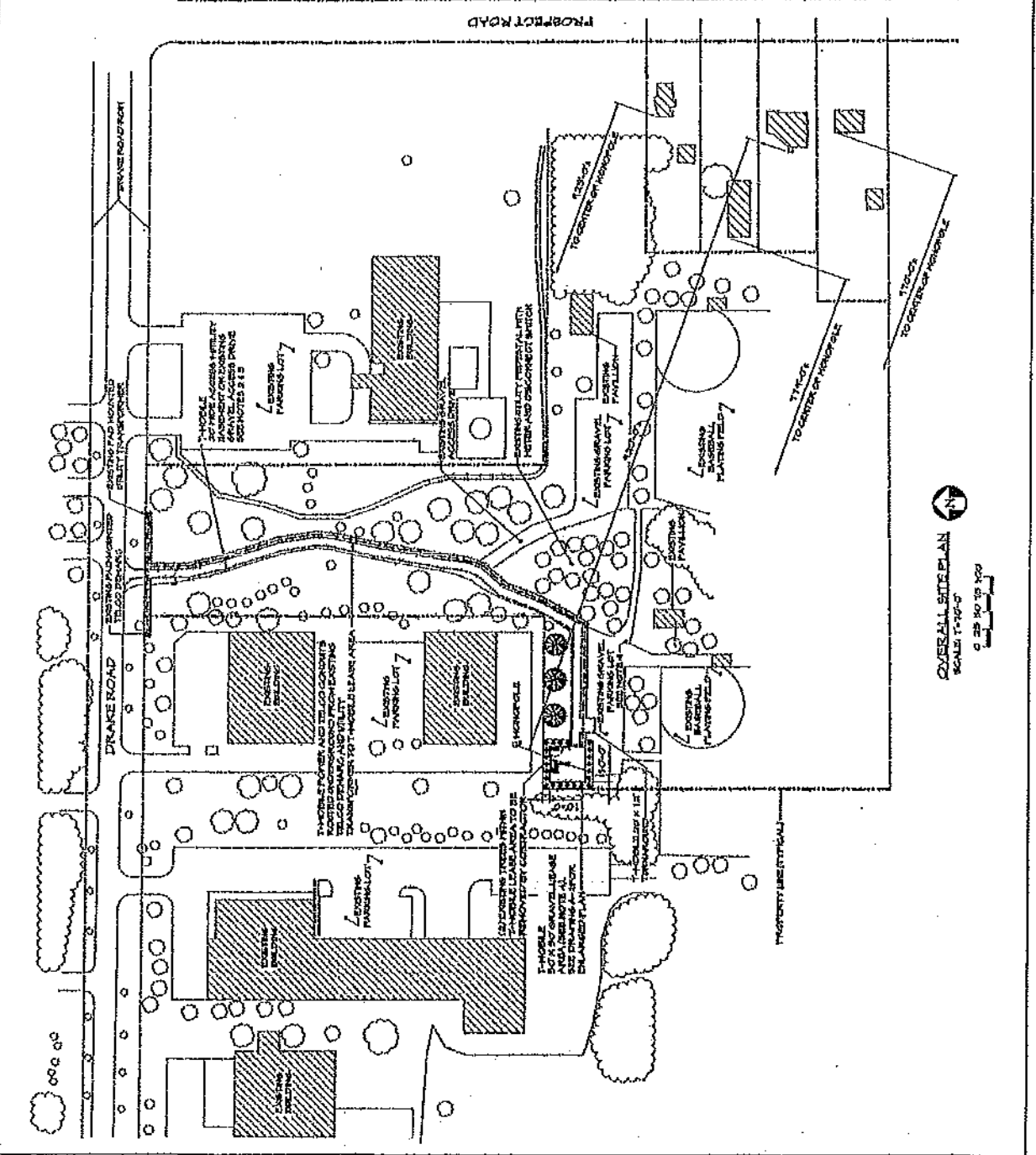
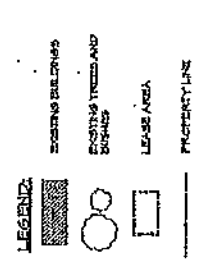


T-MOBILE
 SITE NUMBER: GL50-660A
 SITE NAME: STRONGSVILLE REC. PARK #3
 31211 DRAMER CAV
 STRONGSVILLE, OH 44149

CIVIL PLAN

SHEET NO./TOTAL
C-1/0

- NOTES:**
- CONTRACTOR TO VERIFY ALL UTILITIES AND OTHER LOCAL CONDITIONS AT THE PROJECT SITE PRIOR TO CONSTRUCTION.
 - ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. LOCATIONS OF UTILITIES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
 - ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. LOCATIONS OF UTILITIES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO VERIFY ALL UTILITIES AND OTHER LOCAL CONDITIONS AT THE PROJECT SITE PRIOR TO CONSTRUCTION.



OVERALL SITE PLAN
 SCALE: 1"=20'-0"
 8 25 30 35 40

EXHIBIT B-1
Legal Description

The Premises are legally described as follows:

See attached legal description

Legal Description for a T-Mobile Lease Area
Project No. 50,447-46
July 21, 2008

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, also known as being part of Original Strongsville Township Lot No. 82 and being part of lands conveyed to the City of Strongsville by deed dated December 28, 1987 as recorded in Volume 87-8138, Page 49 of Cuyahoga County Recorder's Records further bounded and described as follows:

Commencing at a Northwest corner of said lands of the City of Strongsville, also being a point on the Southern Right-of-Way of Drake Road, having a varied width;

Thence along a Western line of said lands of the City of Strongsville, bearing South 00°00'00" East, a distance of 565.00 feet to an interior corner thereof;

Thence along a Northern line of said lands of the City of Strongsville, bearing North 90°00'00" West, a distance of 184.20 feet to a point thereon;

Thence at a right angle, bearing South 00°00'00" East, a distance of 10.00 feet to an iron pin set and the **TRUE PLACE OF BEGINNING** of the Lease Area herein described;

Thence, bearing South 00°00'00" East, a distance of 50.00 feet to an iron pin set;

Thence at a right angle, bearing South 90°00'00" West, a distance of 50.00 feet to an iron pin set;

Thence at a right angle, bearing North 00°00'00" West, a distance of 50.00 feet to an iron pin set;

Thence at a right angle, bearing North 90°00'00" East, a distance of 50.00 feet to an iron pin set and the **TRUE PLACE OF BEGINNING**, containing 0.0574 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and arc used herein to indicate angles only.

The statement iron pin set refers to a 5/8" X 30" iron rebar set vertically with surveyor's I.D. cap marked "Rolling~Hocevar".

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in May 2008.

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE

Assessor's Parcel Number: 394-12-008

Between the City of Strongsville ("Landlord") and T-Mobile Central LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between the City of Strongsville, an Ohio municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").

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

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last part signed.

LANDLORD: City of Strongsville,
an Ohio municipal corporation

By: Thomas P. Perciak

Printed Name: Thomas P. Perciak

Title: Mayor

Date: July 22, 2008

TENANT: T-Mobile Central LLC

By: Tami Nystrom

Printed Name: Tami Nystrom

Title: Director, Network Engineering & Operations

Date: 7-17-08

STATE OF OHIO

)

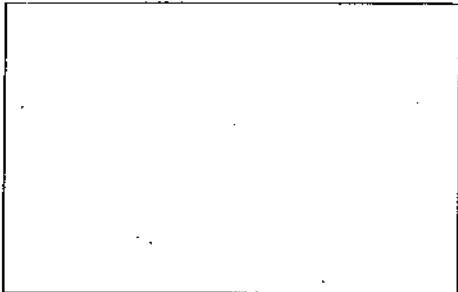
COUNTY OF CUYAHOGA

) ss.

)

This instrument was acknowledged before me on _____ by Thomas P. Perciak, Mayor of the City of Strongsv
an Ohio municipal corporation, on behalf of said City of Strongsville.

Dated: 7-22-08



Donna M. Miscik

Notary Public

Print Name DONNA M. MISCIK

My commission expires _____

DONNA M. MISCIK
Notary Public, State of Ohio
My Commission Expires Nov. 16, 200.

(Use this space for notary stamp/seal)

STATE OF Michigan

)

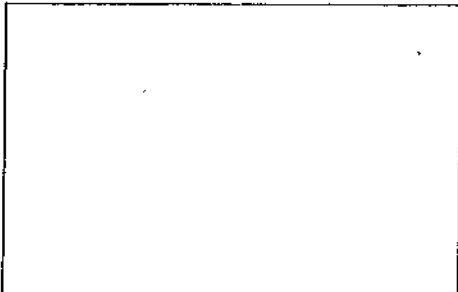
COUNTY OF Oakland

) ss.

)

I certify that I know or have satisfactory evidence that Tami L. Nystrom is the person who appeared before me, and
person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as
Director of Network Engineering & Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary a
such party for the uses and purposes mentioned in the instrument.

Dated: 7-17-08



Jane E. McKim

Notary Public

Print Name Jane E. McKim

My commission expires 1-17-2014

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A
Legal Description

The Property is legally described as follows:

See attached deed

DEED
#14518990

Split

DEED

KNOW ALL MEN BY THESE PRESENTS that LTV Steel Company, Inc., successor, by merger, to Republic Steel Enterprises, Inc., a New Jersey corporation, having its offices at LTV Steel Building, Cleveland, Cuyahoga County, Ohio 44115, for valuable consideration paid, grants with general warranty covenants to The City of Strongsville, a municipal corporation whose general mailing address is 18688 Royalton Road, Strongsville, Ohio 44136, the following described real property:

add

*446372
18988*

X PARCEL NO. 1:

XX - Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lot No. 82 and further bounded and described as follows:

Beginning in the centerline of Prospect Road (60 feet wide), at its intersection with the easterly prolongation of the southerly line of Republic Industrial Park Subdivision No. 1 as shown by the Plat recorded in Volume 213, Page 45 of Cuyahoga County Plat Records and the principal place of beginning of the premises herein described;

Course No. 1
Thence South 00-00'-52" East along the centerline of Prospect Road a distance of 139.82 feet to the northerly line of lands conveyed to Caroline M. Kosarko by deed dated March 27, 1940 and recorded in Volume 5089, Page 66 of Cuyahoga County Deed Records;

Course No. 2
Thence South 89-53'-15" West along the northerly line of lands conveyed to Caroline M. Kosarko, as aforesaid, a distance of 330.00 feet to the northwest corner of land conveyed to László Fenyves and Maria Fenyves by deed recorded in Volume 87-0604, Page 67 of Cuyahoga County Deed Records;

Course No. 3
Thence South 00-00'-52" East parallel with the centerline of Prospect Road a distance 244.70 feet to the northerly line of lands conveyed to Norbert Waidke and Rosemary Waidke by deed dated April 19, 1965 and recorded in Volume 11606, page 175 of Cuyahoga County Deed Records;

Course No. 4
Thence South 89-25'-03" West along the northerly line of lands conveyed to Norbert Waidke and Rosemary Waidke, as aforesaid, a distance of 69.99 feet to the northwest corner thereof;

THOMAS J. NEFF P.E. P.S.
COUNTY ENGINEER
TAX MAP DIVISION
APPROVED FOR
RECORD
TRANSFER
NEFF

Course No. 5
Thence South 00-00'-52" east along the Westerly line of lands conveyed to Norbert Woidke and Rosemary Woidke, as aforesaid, a distance of 100 feet to the Southwest corner thereof and the Northerly line of lands conveyed to Sadie Berndsen and Rhoda Rennison by deed dated April 15, 1939 and recorded in Volume 4965, Page 678 of Cuyahoga County Deed Records;

Course No. 6
Thence South 89-25'-03" West along the Northerly line of Sadie Berndsen and Rhoda Rennison, as aforesaid, 689.53 feet to the Southerly prolongation of the Westerly line of Sublot 10 in the Republic Industrial Park Subdivision No. 1, as aforesaid;

Course No. 7
Thence North along the Southerly prolongation of the Easterly line of Sublot 10, as aforesaid, a distance of 492.69 feet to the Southwest corner of Sublot No. 10, as aforesaid;

Course No. 8
Thence East along the Southerly line of the Republic Industrial Park Subdivision No. 1, as aforesaid, a distance of 1089.35 feet to the centerline of Prospect Road and the place of beginning, and containing within said bounds 9.4250 acres of land, of which 0.0963 acres are within the right-of-way of Prospect Road, according to a survey by The Western Reserve Engineering and Surveying Company dated August 3, 1927, be the same more or less but subject to all legal highways;

337/76

PARCEL NO. 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 11 in Republic Industrial Park Subdivision No. 1 of a part of Original Strongsville Township Lot Nos. 82, 83, 98 and 99, as shown by the plat of said Subdivision recorded in Volume 213, Page 49 of Cuyahoga County Records of Plats.

Said Sublot No. 11, having a frontage of 215.00 feet on the Southerly side of Drake Road, 80 feet wide, and extending back of equal width 565.00 feet on the Easterly line, 565.00 feet on the Westerly line and having a rear line of 215.000 feet, as appears by said plat.

44 K

-2-

J. [Signature]
COUNTY AUDITOR

PARCEL NO. 337-12-001, 395-12-08
CONVEYANCE IS IN COMPLIANCE WITH SEC. 812.024 D.R.C.
PAID
DEC 26 1987
RECEIPT NO. 715878
PROPERTY ACQUIRED County Auditor By

TOGETHER with the rights, privileges and appurtenances, thereto or appertaining, but subject to the following:

- a). Pipeline Right-of-Way filed for record August 15, 1953 at 4:23 PM and recorded in ~~Volume~~ Volume 337, Page 592 of Cuyahoga County Records;
- b). Restriction regarding Tree Roots filed for record May 17, 1968 at 2:49 PM and recorded in Volume 12320, Page 595 of Cuyahoga County Records;
- c). Covenants and Restrictions including a Utility easement recorded in Volume 12351, Page 627 of Cuyahoga County Records;
- d). Amendment to Restrictions recorded in Volume 12781 Page 727 of Cuyahoga County Records;
- e). Easements to Cleveland Electric Illuminating Company and Ohio Bell Telephone Company recorded in Volume 14420, Page 801 of Cuyahoga County Records;
- f). Zoning and other ordinances;
- g). Real estate taxes and assessments, both general and special for year 1987 and beyond;
- h). public highways.

IN WITNESS WHEREOF, LTV Steel Company, Inc. heronoto sets its hand and corporate seal this 6th day of November, 1987.

Signed and acknowledged in the presence of:

LTV Steel Company, Inc.

Wanda Harris

By J. Peter Kelly
Executive Vice President *JKW*

Maureen E. McDonnell

ATTEST: J. McDonnell
Assistant Secretary

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

Before me, a Notary Public, in and for said County and State, personally appeared J. Peter Kelly

and David B. Pollack, known to me to be the persons, who as Executive Vice President and Assistant Secretary, respectively of LTV Steel Company, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio this 6th day of November, 1987.

Kay Woods
Notary Public

This instrument was prepared by:

LTV Steel Company, Inc.
LTV Steel Building
Cleveland, Ohio 44115

KAY WOODS, Attorney
NOTARY PUBLIC - STATE OF OHIO
By commission exp. on expiration date.
Section 14923 R. C.

1800b

970929 P 1:48

RECORDS STATE
FEB 29 1988
CANTON, OHIO

T-Mobile

T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

SENT BY CERTIFIED MAIL

RECEIVED

NOV 07 2008

LAW DEPARTMENT
CITY OF STRONGSVILLE

10/21/2008

City of Strongsville
Attn: Mayor
16099 Foltz Parkway
Strongsville, OH 44149

Re: Lease Site # CL50660A ("Lease") dated 7/22/2008 is by and between City of Strongsville, an Ohio municipa corporation ("Landlord") and T-Mobile, Central LLC, a Delaware limited liability company ("T-Mobile")

Dear Sir:

T-Mobile and Mobilitie Investments, LLC ("Mobilitie") have entered into a business relationship in which Mobilitie will acquire T-Mobile's ownership interest in certain cell sites in return for business and monetary considerations to T-Mobile ("Agreement"). Specifically, we have agreed to the transfer of the T-Mobile cell site on your property to Mobilitie as part of that business relationship. To do so, the Lease will be assigned from T-Mobile to Mobilitie.

Upon and from the date of assignment, Mobilitie will assume all obligations and responsibilities of the Lease but subject to the Agreement. T-Mobile will remain responsible for any liabilities prior to the date of the assignment but also, subject to the Agreement. You should know T-Mobile will remain on the cell site and become a subtenant of Mobilitie.

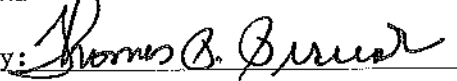
T-Mobile and Mobilitie seek your consent to the assignment of the Lease from T-Mobile to Mobilitie and to release T-Mobile from all Lease liabilities and obligations subsequent to such assignment of the Lease. Please sign below to indicate your consent and release and return to: **Jennifer Parrish - T-Mobile 12920 SE 38th Street Bellevue, WA 98006**. We will send you notice of the actual date of assignment when it occurs and provide contact information for Mobilitie then. If you have any questions about this, please e-mail: Scott.McNees@T-Mobile.com

Sincerely,



Scott McNees
National Construction Manager
T-Mobile USA

Acknowledged, Consented and Agreed to:
CITY OF STRONGSVILLE

By: 

Print name: Thomas P. Perciak, Mayor

Dated: Nov. 16, 2008

CC: City of Strongsville
Attn: Law Director
16099 Foltz Parkway
Strongsville, OH 44149