

Primary Lease Information

Lessor Name*	Lessor Address	City	State	Lessor Zip
Marion County	PO Box 1987	Ocala	FL	34478

*THE EXACT NAME OF THE LANDLORD AND THE EXACT REMIT TO ADDRESS

Tower Number	Address of Property	City	State	Zip
X705	Forest Road 88	Silver Springs	FL	32134

Lease Begins: 3/14/02 Lease Ends 03/13/07 Rent Increases: 3%

Amount of Rent \$2700.00

Landlord Contact Information

Contact Name	Contact Phone Number

ANTENNA SITE AGREEMENT

1. **Premises and Use.** Marion County, a political subdivision of the State of Florida ("Owner") leases to M/A-COM Private Radio Systems, Inc. a Delaware corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 1,320 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas and Tenant's generator, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities, (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). The placement of substitution equipment in accordance with Section 9 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for two (2) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one-hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. **COMMENCEMENT DATE:** The date Tenant begins installation of its Equipment at the Site. Tenant may not begin installation of its Equipment until Owner consents to same, which consent shall not be unreasonably withheld, conditioned, or delayed.

3. **Rent.** Beginning on the Commencement Date, Rent will be paid in equal monthly installments of Two Thousand Seven Hundred Dollars (\$2,700.00), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by Three Percent (3%) of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner or lessee under a ground lease ("Ground

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

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Tenant's stocks or assets. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its equipment is located without charge; provided that, Tenant must give Owner forty-eight (48) hours prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

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

Tenant: M/A-COM Private Radio Systems, Inc.
3315 Old Forest Road
Lynchburg, VA 24501
Attention: Kenneth Steere, Jr.

With A
Copy To: Roger Boucher, Esq.
M/A-COM Private Radio Systems, Inc.
3315 Old Forest Road
Lynchburg, VA 24501

Owner: County Administrator
601 S.E. 25th Avenue
Ocala, Florida 34471

With A
Copy To: Mr. Ray Mulkey
P.O. Box 1987
Ocala, Florida 34478

9. **Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, conditioned, or delayed, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. Owner shall give such approval or provide Tenant with its requests for change within three (3) working days of Owner's receipt of Tenant's plans. If Owner does not provide such approval or request for changes within such three (3) day working day

period, it shall be deemed to have approved the plans. The approved plans will be deemed incorporated into this Agreement. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its equipment as specified in the preceding sentence, upon ten (10) days prior written notice to Tenant, Tenant's equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove equipment from the Site. If, after the termination date, Owner disconnects and removes equipment, Tenant will pay to Owner upon written demand three hundred percent (300%) of the disconnection, removal and storage expenses reasonably incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice can not reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. **Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Within sixty (60) days after execution of this Agreement, Tenant shall provide Owner with a copy

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

of the FAA Determination of No Hazard which grants approval to Tenant's frequencies and power (ERP) to be used at the Site. Upon request by Owner, Tenant will produce satisfactory evidence that all equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements.

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

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant, with additional notice given to: Florida State Technology Office, c/o Contract Manager, State Technology Office, 4030 Esplanade Way, Tallahassee, Florida 32399-0950, and Tenant shall have five (5) business days from

date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Tenant or Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC.

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

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location (Relocation Site) on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right only once during the term of this Agreement by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

date it receives the Notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period, will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate at Owner's expense, its Equipment to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

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

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. 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. Any notice provided to Tenant under this Section shall also be sent to:

Florida State Technology Office, c/o Contract Manager, State Technology Office, 4030 Esplanade Way, Tallahassee, Florida 32399-0950,

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

18. Indemnity. To the extent permitted by law, Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Owner or Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, and as otherwise provided herein, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever. In situations where Owner must indemnify Tenant, Owner also agrees to indemnify the State of Florida, its officers, agents, and employees and hold them harmless from any claims by third parties. Nothing herein shall be construed on the part of Owner to be a waiver of the benefits of Section 768.28, Florida Statutes or similar laws.

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

20. Liens. Neither party will permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished the Owner or Tenant in connection with work of any character performed on the Site by or at the direction of the Owner or Tenant. In the event that any notice of lien will be filed or given, the responsible party will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment,

Tenant Initials: KS Owner Initials: CH

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

deposit, or bond. The non-responsible party will be indemnified by the other from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by it on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, either party will have the right, but not the obligation, to terminate this Agreement within ten (10) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within thirty (30) days after the damage or destruction, after giving ten (10) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Intentionally deleted.

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

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any

amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

25. Exhibits. The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), and "C" (Memorandum of Antenna Site Agreement).

26. Force Majeure. Neither Party shall be liable for any delays or failures in performance due to Force Majeure. "Force Majeure" shall mean an event caused by an industry-wide strike, and industry-wide shortage of materials or component equipment, natural disaster; act of God; act of military or governmental authority and war or civil disorder; provided that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the party whose performance is affected by the Force Majeure event, and provided further that the party whose performance is affected by the Force Majeure event continues to make reasonable efforts to perform.

27. Confidential Information. In connection with any Contract, which results from this Contract, each party may have access to confidential information made available by the other. Each party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information provided to the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, to the extent the same applies.

28. Independent Contractor. In connection with this Contract, each party is considered an independent contractor and as such will not have any

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

29. **Governmental Restrictions.** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Owner to notify Tenant at once, indicating in his letter the specific regulation which required an alteration. Tenant reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to Tenant.

30. **Advertising.** In submitting a proposal, Owner agrees not to use the results therefrom as a part of any commercial advertising.

31. **Cancellation.** Tenant shall have the right of unilateral cancellation for refusal by the Owner to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Owner in conjunction with the contract.

32. **Liquidated Damages.** Intentionally deleted.

33. **Confidentiality.** Owner agrees not to divulge any information exempt from the Public Records Act that it may obtain in the course of executing this Agreement without the express written permission of Tenant. This provision is without time limit and shall survive the expiration or earlier termination of this Agreement.

34. **Publication and Publicity.** Intentionally deleted.

35. **Right of First Refusal.** Intentionally deleted.

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

TENANT:

M/A-COM PRIVATE RADIO SYSTEMS, INC.

By: Kenneth Steere
Kenneth Steere, Jr.

Title: Director State of Florida

Fed Tax ID: 85-1849837

Date: 08 Dec 01

Witness: Cynthia V. Young

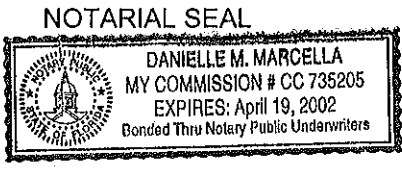
Witness: D. M. Felton

TENANT NOTARY BLOCK:

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8 day of December, 2001, by Kenneth W. Steere, Jr., a representative of M/A-COM, PRS, Inc. a Delaware corporation who is personally known to me or produced Danielle M. Marcella as identification.



Danielle M. Marcella
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FL

My commission expires:
April 19, 2002

Danielle M. Marcella
(NAME OF NOTARY)
COMMISSION NUMBER: CG 735205

OWNER:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

Randy Harris
Randy Harris, Chairman

ATTEST:

David R. Ellspermann
David R. Ellspermann, Clerk of Circuit Court

Approved as to Form
and Legal Sufficiency
[Signature]
County Attorney

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

**EXHIBIT A
SITE DESCRIPTION**

TO BE ATTACHED BY OWNER

PARENT TRACT:

Section 14, Township 15 South, Range 25 East, Marion County, Florida.

EXISTING COMPOUND:

A Parcel of Land in Section 14, Township 15 South, Range 25 East, lying and being situated in Marion County, Florida; Being more particularly described as follows:

From the Southeast Corner of Section 14, Township 15 South, Range 25 East, Marion County, Florida; Run thence along the East line of said Section 14, N.00°00'00"E. a distance of 1336.00 feet to a point, said point also being the Point of Beginning of the herein described Existing Compound Parcel; thence N.90°00'00"W., a distance of 330.00 feet to a point; thence N.00°00'00"E., a distance of 330.00 feet to a point; thence S.90°00'00"E., a distance of 330.00 feet to a point; thence S.00°00'00"W., a distance of 330.00 feet to the Point of Beginning.

Containing 108900 Square feet (2.500 acres) more or less.

Site I.D.:
Site Name:

Tenant Site ID: X705
Tenant Site Name: Marion

EXHIBIT B ANTENNA AND EQUIPMENT LIST

Antenna(s):

Quantity: 5 + 2 Tower Top Amplifier (TTA) [1 Tx, 1 Rx & 1 TTA Is Future Loading]

Type: Omni

Manufacturer: RFS Americas Celwave

Model: AO8410M-24TO

Dimensions: Height 16', Diameter 3"

Weight: 28 lbs.

Mounting:

Base of the antenna: 320' TTA - 317'

Centerline of the antenna: 328, 328, 312, 312, 312

Tip of the antenna: 336, 336, 304, 304, 304

Orientation: Omni

Downtilt: None

Cable:

Number of Lines: 5 + 2 TTA

Type: Coax

Size: 3 - Tx 1 5/8", 2 - Rx 7/8", 2 - TTA 1/2"

Dish:

None

GPS Receiver:

None

Ground Space Requirements:

Provided Shelter:

Dimensions: 9x12x26

Type Shelter: Concrete

Existing Shelter Space:

Dimensions Needed:

Transmitter:

Quantity: 7

Manufacturer: M/A-Com

Model: MastrIII

Power Output (Watts): 100W/Channel

Transmitter Cabinet:

Quantity:

Manufacturer:

Model:

Dimensions:

Weight:

Frequencies:

Transmit: 853.8750, 854.0600, 866.0125, 866.5125, 853.9000, 854.1760

Receive: 808.8750, 809.0600, 821.0125, 821.5125, 808.9000, 809.1750

Tenant Initials: KS Owner Initials: RH

Site I.D.:
Site Name:

Tenant Site ID:
Tenant Site Name:

Transmitter Cabinet:

Quantity:
Manufacturer:
Model:
Dimensions:
Weight:

Other Equipment:

Frequencies:

Transmit: AS LICENSED
Receive: MHz

ERP: 260 Watts

Transmitter Operating Power: