

Prepared by:

Pyramid Network Services, LLC

Return to:

Pyramid Network Services, LLC

ATTN: Nancy Valletta

6519 Towpath Road

East Syracuse, NY 13057

**MEMORANDUM
OF
LEASE**

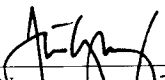
This Memorandum of Lease is entered into on this 21 day of October, 2013, by and between **Lexington-Fayette Urban County Government**, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "**Landlord**") and **Powertel/Memphis Inc.**, having a mailing address of 12920 SE 38th Street Bellevue, Washington 98006 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 29th day of October, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

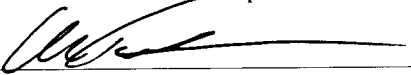
[SIGNATURES TO APPEAR ON THE NEXT PAGE]

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

LANDLORD: Lexington-Fayette Urban County Government

By: 
Print Name: JIM GRAY
Its: MAYOR LEUCG
Date: 10-29-13

TENANT: Powertel/Memphis Inc.

By: 
Print Name: Allan Tantillo
Its: Director, National Development
Date: 08/23/2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

SEE ATTACHED QUITCLAIM DEED

*R. 294-77
Recorded
in Court House*

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 30th day of November, 1977, by and between THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, and the successor in interest to the City of Lexington, a municipal corporation of the second class of the Commonwealth of Kentucky, and Fayette County, a political subdivision of the Commonwealth of Kentucky, Grantor, and the KENTUCKY CENTRAL LIFE INSURANCE COMPANY, a Kentucky corporation, 200 E. Main Street, Lexington, Fayette County, Kentucky.

W I T N E S S E T H:

THAT for and in consideration of the granting of an option from Kentucky Central Life Insurance Company to the Lexington-Fayette Urban County Government, to purchase the Kentucky Central Life Insurance Company building and parking garage on East Main Street and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantor, the Grantor does hereby BARGAIN, SELL, ALIEN and CONVEY unto the Grantee, its successors and assigns forever, the following described tracts of land in Fayette County, Kentucky, which may be more particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at the North corner of the lot leased to John B. Tilford (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet five (5) inches; thence S 45° W. 110 feet or half way to Water Street; thence South 45° E. 20 feet five inches to Tilford's (now Purcell's) lot; thence with the line of same 110 feet to the beginning.

PARCEL NO. 2:

Beginning at the North corner of Mrs. Gatewood's house (now property of Harting, et al) on West Main Street; thence with Main Street N. 45° W. twenty (20) feet; thence S. 45° W. 110 feet or

half way to Water Street; thence S. 45° E. 20 feet to Mrs. Gatewood's (now Harting's) line; thence with same N. 45° E. 110 feet to the beginning.

PARCEL NO. 3:

Beginning at the North corner of Lot No. 1, leased to S. Chipley (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet, five (5) inches; thence S. 45° W. 110 feet; thence N. 45° W. seven (7) inches; thence S. 45° W. 110 feet to Water Street; thence with Water Street S. 45° E. nineteen (19) feet, eleven (11) inches to lot leased to S. Chipley (now J. D. Purcell); thence with same 220 feet to the beginning.

PARCEL NO. 4:

Beginning at the West corner of Mrs. Gatewood's (now Harting's) lot on Water Street; thence with Water Street N. 45° W. twenty-one (21) feet one inch; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 21 feet one inch to Mrs. Gatewood's (now Harting's) line; thence with same S. 45° W. 110 feet to the beginning on Water Street.

PARCEL NO. 5:

Beginning at the Northwest corner of Layton's (now Purcell's) lot on Water Street; thence with Water Street N. 45° W. nineteen (19) feet nine and one-half (9-1/2) inches; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 19 feet (9-1/2) inches to Layton's line; thence with same S. 45° W. 110 feet to the beginning.

PARCEL NO. 6:

Beginning at the West corner of Tilford's (now J. D. Purcell's) lot on Water Street; thence with Water Street N. 45° W. nineteen (19) feet nine and one-half (9-1/2) inches; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 19 feet 9-1/2 inches to Tilford's (now Purcell's) line; thence with same S. 45° W. 110 feet to the beginning on Water Street.

PARCEL NO. 7:

Beginning at the North corner of the lot leased to T. K. Layton (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet five (5) inches; thence S. 45° W. 110 feet or half way to Water Street; thence, S. 45° E. 20 feet 5 inches to T. K. Layton's (now J. D. Purcell's) lot; thence with the line of same 110 feet to the beginning.

All of the above mentioned parcels being portions of the same property conveyed to the Town of Lexington, a predecessor to the City of Lexington, and to the Lexington-Fayette Urban County Government, by the Commonwealth of Virginia, by Act of May, 1782, Acts of Virginia, Chapter 53.

TO HAVE AND TO HOLD all of the above described real property together with all of the rights, privileges and franchises incident or pertinent thereto and connected therewith.

TO HAVE AND TO HOLD, the same unto said Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set its hand on this date by and through its Mayor and its Clerk under and by virtue of authority granted unto said Mayor and Clerk by Resolution of the Lexington-Fayette Urban County Council, passed at a regular meeting held on November 29, 1977.

Lexington-Fayette Urban County
Government

By: H. Foster Pettit
Mayor

ATTEST:

Kathryn W. Johnson
Clerk of Urban County Council

STATE OF KENTUCKY
SCT
COUNTY OF FAYETTE

I, Irene R. Hoffman, a Notary Public in and for the Commonwealth of Kentucky and County aforesaid hereby certify that the foregoing Quitclaim Deed was acknowledged before me by the Lexington-Fayette Urban County Government, an Urban County Government, by and through H. Foster Pettit, its Mayor, and Kathryn W. Johnson, its Clerk, to be the voluntary act and deed of said government, this _____ day of _____, 1977.

My Commission expires: October 20, 1981.

Notary Public

THIS INSTRUMENT PREPARED BY:

Richard V. Murphy
Department of Law
Lexington-Fayette Urban Co. Government
136 Walnut Street
Lexington, Kentucky 40507

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by **Lexington-Fayette Urban County Government**, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (“**Landlord**”) and **Powertel/Memphis Inc., a Delaware corporation** as successor-in-interest to Powertel/Kentucky, Inc, having a mailing address of 12920 SE 38th Street Bellevue, Washington 98006 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 200 East Main, Lexington, in the County of Fayette, Commonwealth of Kentucky (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

WHEREAS, the parties previously entered into that certain “PCS Site Lease Agreement” being dated September 12, 2002 by and between Landlord and Powertel/Kentucky, Inc., the predecessor in interest to the Tenant. The PCS Site Lease Agreement being hereinafter referred to as the “**Original Agreement**”. The Landlord and Tenant acknowledging and agreeing that they are the parties to the Original Agreement desire now to amend and restate the Original Agreement, and this Lease shall supersede and replace the Original Agreement as of the Effective Date.

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

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

- (i) approximately one hundred (100) square feet including the air space above such rooftop for the placement of Tenant’s Communication Facility as described on attached **Exhibit 1**;
- (ii) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (i) and (ii) is the “**Equipment Space**”);
- (iii) that certain space on the building’s rooftop and/or façades, as generally depicted on attached **Exhibit 1**, where Tenant has and shall have the right to install its antennas and other equipment (collectively, the “**Antenna Space**”); and
- (iv) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to, subject to Landlord’s prior written consent, install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, shall, prior to any written approval of the Landlord, provide Landlord definite drawings as to locate all lines wires, conduits and cables extending from the roadway into and throughout Landlord’s Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the “**Premises**” with such Premises area being more particularly described and depicted on attached **Exhibit 1**. Tenant acknowledges and agrees that Landlord reserves the right to relocate the Premises upon one hundred eighty (180) days prior written notice to Tenant. Subsequent to the Landlord’s delivery the afore-mention notice to relocate, Landlord and Tenant agree that they will reasonably cooperate with the other to create a revised description for the Premises. Upon the relocation of the Premises, Tenant’s rights in the surrendered area shall be terminated upon the Landlord and Tenant entering into an amendment to this Agreement referencing the revised description of the Premises. Any and all costs associated with the aforementioned relocation of the Premises and Tenant’s equipment located thereon shall be the sole responsibility of Tenant, and Landlord shall not be obligated to incur any costs as a result of the afore-mentioned relocation.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, associated coax lines, equipment shelter or cabinets and any other items reasonably necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"). Tenant further has the right, but not the obligation, subject to Landlord's prior written consent, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). **Exhibit 1** includes drawings of the Tenant's current installation of the Communication Facility, and Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant shall perform all work associated with any installation, operation, maintenance and repair of the Communication Facility in a good and workmanlike manner and furthermore agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Property. Tenant acknowledges and agrees that the Communication Facility has been and any modifications thereto shall be installed in such a manner so as to withstand, at minimum, a ninety (90) mile an hour wind threshold or such higher standard as required by laws and regulations applicable to both the area the Property is located and the structure the Communication Facility is located thereon. Notwithstanding anything to the contrary herein, Tenant has the right to modify, supplement, or upgrade the Communication Facility within the Premises at any time during the term of this Agreement provided that the size, type, amount and/or location of the equipment shall not be changed without the Landlord's prior written consent. Tenant will be allowed, subject to the prior written approval of the Landlord, to make such alterations to the Property in order to insure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant acknowledges and agrees that it shall be required to coordinate with Landlord and, if applicable, Landlord's roofing agent, during the any installation portion of the Communication Facility and any subsequent modifications thereto. Tenant shall be required to install all equipment so as not to violate or jeopardize the then current roofing warranties. Tenant shall further be required to reimburse Landlord for any and all costs associated with any corrective action and/or roofing re-certification after Tenant's installation of its equipment. Tenant further acknowledges and agrees if during the term of this Agreement Landlord is required to undertake any replacement or repair of the roof or the structure of the building, and the installation of Tenant's equipment creates an additional cost or expense to Landlord in excess of the amount that would be incurred but for the installation of Tenant's equipment, Tenant shall solely bear the additional cost or expense, with such cost or expense to be reimbursed by Tenant within thirty (30) days of Tenant's receipt of an invoice from Landlord detailing such cost or expense.

(b) Prior to any Tenant installation of the Communication Facility or any subsequent modification thereof, Tenant shall supply the Landlord with plans and specifications ("**Plans**") to be reviewed and approved by the Landlord prior to commencement of any Tenant installation or modification of the Communication Facility. The Landlord shall approve final construction drawings, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Landlord shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with reasonable specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to reasonably cooperate with Tenant, at no cost or expense to the Landlord, so that Tenant can modify the final construction drawings for Landlord's reasonable approval as provided above. Landlord shall have thirty (30) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved. Notwithstanding the foregoing, if any of the aforementioned Plans provide for a modification of the Permitted Use or an increase in the size of the Premises, Landlord shall not be required to approve or disapprove such Plans within the aforementioned thirty (30) day period but shall have a commercially reasonable period of time to either approve or disapprove such Plans. After approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. Notwithstanding anything to the contrary contained herein, Tenant shall not be allowed during the installation of any Tenant changes to penetrate the roof of any structure without the prior written consent of Landlord.

(c) Prior to any installation of Tenant's Communication Facility or any subsequent modification thereto, Tenant shall provide Landlord with a structural study to support proposed drawings.

(d) Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that Tenant's installation of telecommunication equipment on the Property is non-exclusive.

(e) Tenant shall comply with the rules of the Property adopted and altered by Landlord from time to time and shall cause all of its agents, employees, sublessees, licensees, and invitees to do so; all changes to such rules shall be sent by Landlord to Tenant in writing. The initial rules for the Property are attached hereto as **Exhibit 2** and incorporated herein for all purposes.

3. TERM.

(a) The initial lease term shall be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term shall terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement shall automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless either party notifies the other in writing of that party's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term, with such rent being subject to annual rent escalations hereinafter described in Paragraph 4(b). If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant shall be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, and after the thirty (30) days allowed for the removal of the equipment as set forth in Article 13, payment of an Holdover Rent equal to one hundred fifty percent (150%) of the Rent in effect for the final Extension Term.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT.

(a) Commencing on that date that is contemporaneous with the Term Commencement Date (the "**Rent Commencement Date**"), Tenant shall pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand and No/100 (\$2,000.00) (the "**Rent**"), at the address set forth above. Any Rent received after the fifth (5th) day of the month shall be subject to a ten percent (10%) late fee. In any partial month occurring after the Rent Commencement Date, Rent shall be prorated. The initial Rent payment shall be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent shall increase by four percent (4%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to, at no cost to Landlord reasonably assist Tenant with required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and with obtaining and maintaining the Government Approvals.

(b) Tenant may, upon the prior written approval of Landlord, also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be

T-MOBILE SITE NUMBER: 9LV0253A

compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. The Tenant's above-described testing activity shall not interfere or interrupt the Landlord's, its lessees, invitees, or employees use of the Property, or the operation of the Landlord's business or other operations conducted thereon.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon thirty (30) days' prior written notice to Landlord, if Tenant through no fault of its own is unable to obtain, or maintain, or must otherwise forfeit or cancel any permit or any Governmental Approval necessary to the installation and/or operation of the Communication Facility or Tenant's business; except its FCC license(s) which upon forfeiture or cancellation this Agreement may be immediately terminated with notice to Landlord;

(c) by Tenant upon thirty (30) days' written notice to Landlord, in the event Tenant voluntarily elects not to 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 Communication Facility or Tenant's business, so long as Tenant pays Landlord a termination fee equal to twelve (12) months' Rent at the current rate or Rent due as liquidated damages, (the "**Lease Termination Fee**").

(d) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord the Lease Termination Fee as stated in this Agreement section 6 (c).

(f) Notwithstanding the foregoing, no Lease Termination Fee shall be due from Tenant if Tenant's election to terminate the Agreement is directly attributable to Landlord's request to relocate the Premises as provided for in Section 1 of this Agreement.

7. **INSURANCE.** During the Term, Tenant shall carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Two Million Dollars (\$2,000,000) combined single limit, per occurrence and Three Million Five Hundred Thousand Dollars (\$3,500,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Such limits shall increase in accordance with industry standards. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Notwithstanding the foregoing, Landlord shall not be required to provide information to the Tenant regarding the tenants or invitees not actively engaged in the business of wireless telecommunications nor shall Landlord be responsible for the remediation of interference caused by such tenant. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further acknowledges and agrees that Tenant's use of the Premises shall not interfere with maintenance or operation of the Property or any buildings located thereon, including but not being limited to any HVAC, CATV systems, MATV systems, satellite earth station, electronically controlled elevator system, or any other Landlord owner system or device in any building located on the Property, hereinafter being referred to collectively as the "**Critical Systems**". If Tenant's use of the Property does cause interference with the Critical Systems Tenant shall eliminate the cause of such interference or suspend operations on the Property within twenty-four (24) hours of receipt of notice of such of such interference.

(b) Landlord shall not grant, after the date Tenant had installed the Communication Facility, a lease, license or any other right to any third party for use of the Property, if such use may in any way materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this

Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Tenant shall have seventy-two (72) hours from the receipt of the afore-mentioned notice to provide Landlord an objection and evidence of the proposed third party's interference. If Landlord does not receive a response to the Landlord's notice of the proposed communication equipment installation, it shall be deemed that Tenant shall have no objection to such installation.

(c) Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which materially adversely interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall use its best efforts to cause such interference to cease within seventy-two (72) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, 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.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent allowable by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligence or intentional act or omission of Tenant, its employees, agents or independent contractors. The provisions of the section are not intended be, and shall not be, a waiver of any defense, including that of sovereign immunity, that Landlord may have as to any third party.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iii) to the best of Landlord's knowledge, without actual inquiry or investigation, Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

(c) Tenant understands that Landlord may have mortgaged or otherwise created a lien on the Property, or may do so in the future. Landlord's lender (together with its successors and assigns, the "**Lender**"), may have made a loan, or may make a loan in the future, to Landlord and/or certain of its affiliates, successors and/or assigns, secured by a mortgage or other security instrument, encumbering all of Landlord's interest in the Property. Tenant shall deliver to the Lender (at the address specified herein, or at such other address as shall be designated in writing to Tenant) a copy of any default notice given by Tenant to Landlord under this Agreement. No default notice from Tenant to Landlord shall be deemed effective as against Lender unless received by Lender. Tenant agrees that this Agreement shall be subordinate to mortgages or other security instruments executed between Landlord and its Lender that affect the Site. Tenant agrees to attorn to Lender in the event that Lender acquires title to the Property. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Tenant agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Tenant agrees that Tenant is solely responsible for its own actions and that in no event shall Lender be

liable to Tenant for acts, omissions, or liabilities arising from this Agreement prior to Lender's acquisition. Landlord shall cooperate with Tenant in reaching a subordination, non-disturbance, and attornment agreement with Lender. If Landlord defaults on any obligations under this Agreement, Lender shall have the right, but not the obligation, to cure such default and Tenant shall accept a cure thereof by the Lender within thirty (30) days after Lender's receipt of notice of such defaults. Tenant shall not terminate this Agreement for so long as the Lender is diligently pursuing a cure of the default, and if curing such default requires possession of the Property, then Tenant agrees to give the Lender a reasonable time to obtain possession of the Property and to cure such default.

(d) Tenant hereby represents and warrants that: (i) Tenant (and/or the persons signing this Agreement on behalf of Tenant) has the authority to enter into this Agreement; and (ii) there are no laws, ordinances, covenants, other agreements, or restrictions that may conflict with or prohibit Tenant from entering into this Agreement. The statements of Tenant made in this section shall survive the execution of this Agreement and Tenant hereby agrees to indemnify Landlord for any damages, costs or charges of any kind incurred by Landlord as a result of the breach of the representations made herein or if any of the representations made herein prove to be untrue.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 3** attached to this Agreement to the best of Landlord's knowledge, without actual inquiry or investigation (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous substances on the Property, not introduced onto the Property by the Tenant, or any environmental, health or safety condition or matter relating to the Property, not resulting from the acts and/or omissions of the Tenant, its subtenants, licensees, agents, and/or contractors that, in Tenant's reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Agreement if the Landlord has and continues to make good faith efforts to remediate the environmental condition or matter that is adversely impacting Tenant's operations on the Property.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have access during the hours of 8:00 A.M. EST until 6:00 P.M. EST, unless in the case of an emergency event or whereby Tenant has obtained Landlord's prior written consent to an after hour's entry onto the Property ("**Access**"). The Access shall be for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises as may be described more fully in **Exhibit 2**.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant shall be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term, however Tenant agrees that any removal of the Tenant's personal property shall not interfere or interrupt the Landlord's, its lessees, invitees, or employees use of the Property, or the operation of the Landlord's business or other operations conducted thereon. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within thirty (30) days of the expiration or earlier termination of this Agreement, Tenant shall remove all of Tenant's improvements and Tenant shall restore the Premises to its

condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

14. MAINTENANCE/UTILITIES.

(a) Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements, provided that such repairs are not caused by Tenant's improvements and/or work.

(b) Tenant, at its sole expense shall be responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant shall have installed, at its own cost and expense, either a sub-meter or independent meter that shall calculate the Tenant utility consumption at the Premises. Tenant shall be responsible for direct payment to the applicable local utility provider for all utilities charges resulting from the Tenant's utility usage, costs associated with the metering of such usage and any and all administrative charges or fees associated with such metering at the Property. Any failure to pay for its utility usage on the Premises shall be deemed a default by Tenant and a breach of this Agreement. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Such temporary source of power shall be located on mutually agreeable area of the Property and shall not remain on the property for a period to exceed thirty (30) days. Furthermore such temporary facilities shall be governed by all of the terms and conditions of this Agreement. Landlord shall not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following shall be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, shall be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Notwithstanding the foregoing, the Tenant shall have not more than forty-five (45) days to cure a default. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord shall have: (i) the right to cure Tenant's default and seek reimbursement from Tenant for any and all cost incurred to remedy such Tenant default, and (ii) the right to exercise any and all rights and remedies available to it under law and equity.

(b) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure shall be deemed a default and a breach of this Agreement. No such failure, however, shall be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant shall have the right to exercise any and all rights and remedies available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant shall have the right to assign, sell or transfer its interest under this Agreement, without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not otherwise assign this Agreement without Landlord's prior written consent. Notwithstanding any assignment of the Tenant's rights under

this Agreement, the Tenant shall not be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, but only with Landlord's prior written consent.

(b) Additionally, notwithstanding anything to the contrary above, Tenant may, upon notice to Landlord, grant a security interest in the Communication Facilities, and may collaterally assign the Communication Facilities to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties provided financing to Tenant, including their successors or assigns (collectively "**Secured Parties**"). In such event, Tenant shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, and any Secured Parties shall be third party beneficiaries of all of the rights of Tenant under this Agreement and shall be entitled to record a deed of trust or mortgage to secure their interest under this Agreement.

17. **NOTICES.** All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, facsimile, to be effective when properly sent and received, refused or returned undelivered. Notice shall be addressed to the parties as follows:

If to Tenant:

T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance
Site Number: 9LV0253A

If to Landlord:

Lexington-Fayette Urban County Government
Department of General Services
Office of the Commissioner
200 East Main Street - 4th Floor
Lexington, Kentucky 40507
Attn: Roger Daman

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within five (5) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement shall terminate as of the date the title vests in the condemning authority. The parties, in accordance with applicable law, may each be entitled to pursue their own separate awards in the condemnation proceeds. Tenant shall be entitled to reimbursement for any prepaid Rent on a prorate basis. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be required to incur repair costs in excess of the condemnation award received by Landlord.

19. **CASUALTY.** Landlord shall provide notice to Tenant of any casualty or other harm affecting the Property within three (3) business days of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's reasonable determination and Tenant does not collect insurance proceeds sufficient to restore the Communication Facility, then Tenant may terminate this Agreement, by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Tenant shall be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro-rata basis. In case of damages, Tenant at its own cost and expense shall make the necessary repairs to the Communication Facility if Tenant elects not to terminate the Lease. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on a T-MOBILE SITE NUMBER: 9LV0253A

mutually agreeable area on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities shall be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and the Tenant as its own cost and expense rebuild its Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord shall notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property. Tenant shall be responsible for any damage caused to building or building roof due to the installation or operation of Communication Facility except the damages resulting from acts of God. Notwithstanding anything to the contrary contained herein, if a casualty is the result of an act or omission, or its subtenants, licensees, agents, or contractors, Tenant shall not be entitled to terminate this Agreement and shall not be entitled to any abatement of rent.

20. WAIVER OF LANDLORD'S LIEN. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment) on the Premises. Tenant also agrees to pay any increase in real property taxes levied against the Premises or Property which are attributable to Tenant's occupancy and/or use of the Premises and or Property. Landlord shall provide Tenant in a timely manner with copies of all assessment notices on or including the Premises along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction. Landlord shall, at no cost to the Landlord, cooperate in the institution and prosecution of any such proceedings and will execute any reasonable documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant as far as such refunds and/or rebates directly related to the Tenant's occupancy and use of the Premises.

22. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party shall not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties may execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 4**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party shall, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, punitive, or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement shall run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement shall be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. In the event of any litigation the venue for such dispute shall be Lexington, Kentucky.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" shall be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default shall take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement shall become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

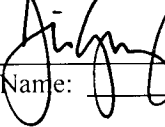
(k) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or otherwise unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(l) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.


23. TERMINATION OF ORIGINAL LEASE. Landlord and Tenant agree that upon the full execution of this Agreement, the Original Agreement shall be automatically terminated. Rent under the Original Agreement shall be prorated as of the date of termination and all prepaid Rent shall be applied as a credit to the Rent owned under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD: Lexington-Fayette Urban County Government

By: 
Print Name: JIM GRAY
Its: MAYOR, LFUG
Date: 10-29-13

TENANT: Powertel/Memphis Inc.

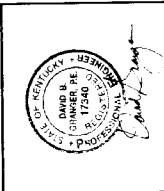
By: 
Print Name: Allan Tantillo
Its: Director, National Development
Date: 08/23/2013

T-MOBILE WIRELESS CORP.
 3000 EXZELL ROAD, SUITE 815
 NASHVILLE, TN 37211
 CONTACT: 615-415-7223

THE DOCUMENT AND INFORMATION HEREIN IS THE PROPERTY OF T-MOBILE WIRELESS CORP. AND IS TO BE USED ONLY FOR THE PROJECT AND INFORMATION SHOWN HEREON. IT IS TO BE KEPT IN CONFIDENTIALITY AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN AUTHORIZATION OF T-MOBILE WIRELESS CORP.

PMI Wireless Services
 12714 Leasing Way, Suite 200
 Knoxville, TN 37922

GPD GROUP
 803 Madison Drive, Suite 200
 Knoxville, TN 37917
 615-599-1946



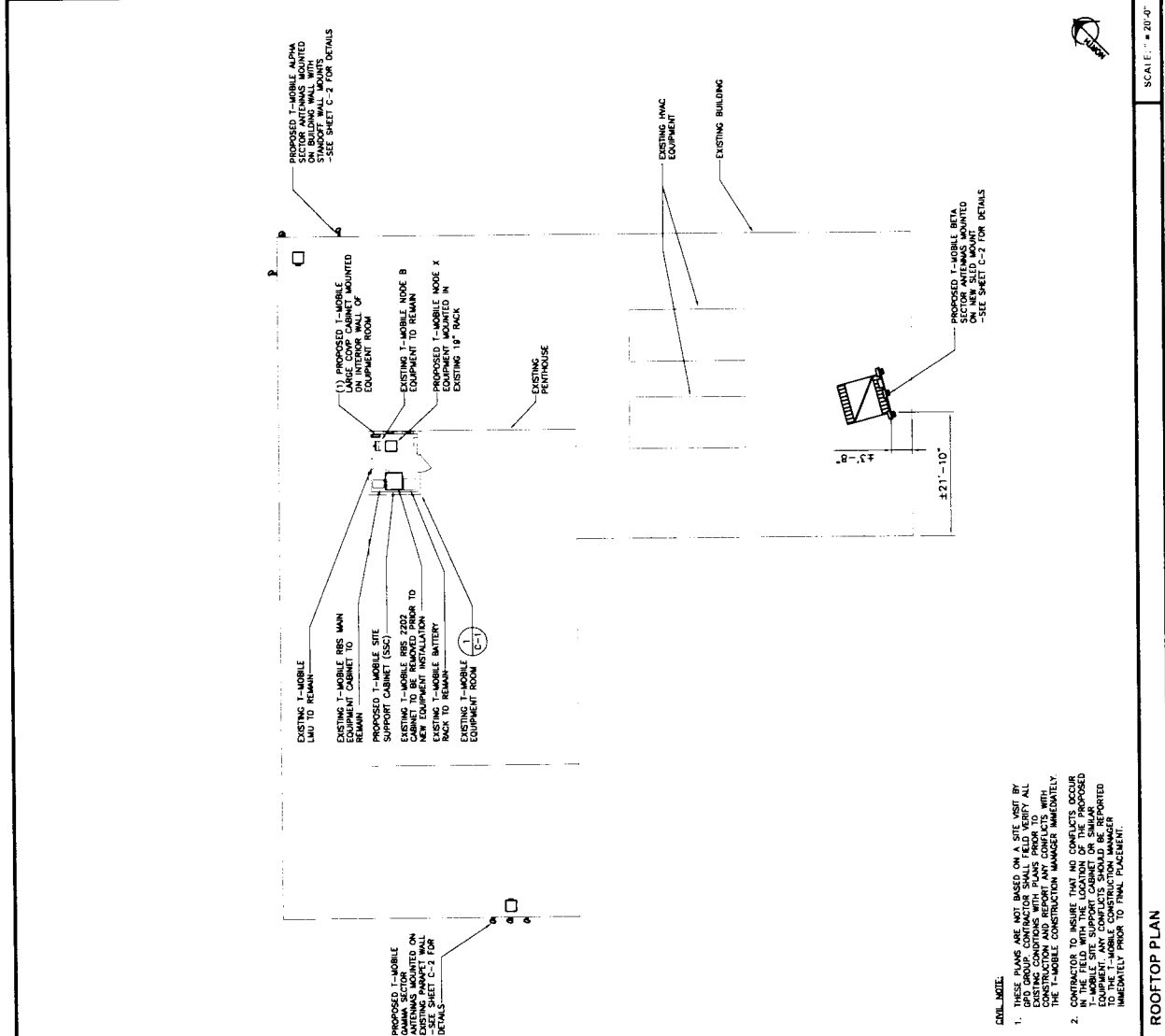
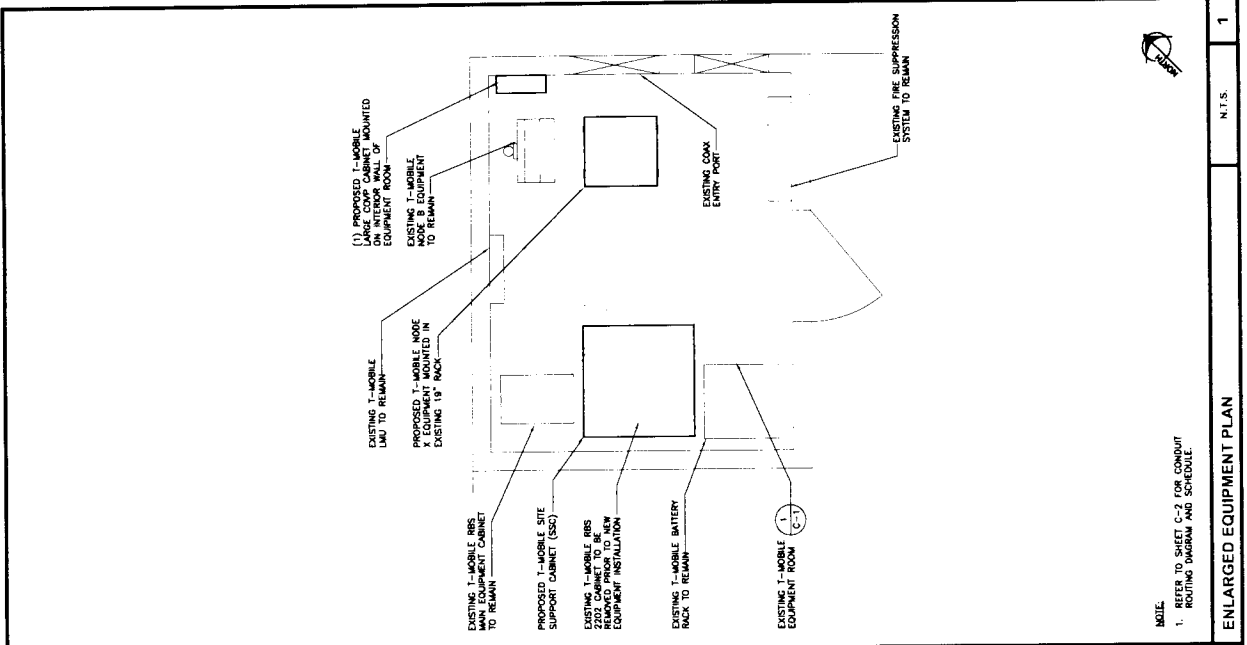
NO.	DATE	DESCRIPTION
1	08/14/12	ISSUED FOR PER REVIEW
2	08/14/12	ISSUED FOR PER REVIEW
3	08/14/12	ISSUED FOR PER REVIEW
4	08/14/12	ISSUED FOR PER REVIEW
5	08/14/12	ISSUED FOR PER REVIEW
6	08/14/12	ISSUED FOR PER REVIEW
7	08/14/12	ISSUED FOR PER REVIEW
8	08/14/12	ISSUED FOR PER REVIEW
9	08/14/12	ISSUED FOR PER REVIEW
10	08/14/12	ISSUED FOR PER REVIEW

DRAWN BY: CMB
 CHECKED BY: JMB
 DRAWING DATE: 08/05/12
 GPD JOB NO.: 2012744.75

T-MOBILE SITE INFO
 SITE NAME: LIMESTONE
 SITE NUMBER: ALW0251A
 SITE ADDRESS:
 705 E MAIN STREET
 LEAMINGTON, KY 40607
 FAYETTE COUNTY

COMPOUND PLAN
 SHEET NUMBER

C-1



CIVIL NOTE:

- THESE PLANS ARE NOT BASED ON A SITE VISIT BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE EXISTING CONDITIONS AND REPORT ANY OBSERVATIONS TO THE T-MOBILE CONSTRUCTION MANAGER IMMEDIATELY. THE T-MOBILE CONSTRUCTION MANAGER SHALL VERIFY THE FIELD WITH THE LOCATION OF THE PROPOSED T-MOBILE SITE SUPPORT CABINET OR SIMILAR EQUIPMENT TO THE T-MOBILE CONSTRUCTION MANAGER IMMEDIATELY PRIOR TO FINAL PLACEMENT.

NOTE:
 1. REFER TO SHEET C-3 FOR CONDUIT ROUTING DIAGRAM AND SCHEDULE.

SCALE: 1/8" = 20'-0"

N.T.S.

ENLARGED EQUIPMENT PLAN

ROOFTOP PLAN

EXHIBIT 2
BUILDING RULES
(INSERT HERE)



LFUCG
Division of Facilities & Fleet Management
Facility Access Rules

- All requests for access to the building for purpose of conducting repair and maintenance functions must be received by email (wpugh@lexingtonky.gov) at least 48 hours prior to arrival.
- Upon arrival on site, the technician must provide a copy of work order as well as a valid photo ID and be issued a visitor badge (the visitor's badge must be turned in upon departure).
- If access is needed after normal business hours, the technician will need to utilize the intercom system to gain access to the facility.
- Any use of chemicals or cleaning agent is prohibited without the prior submission of MSDS sheets as well as observing of recommended safety procedures.
- Any special access needs (mechanical room, roof,..) must be requested upon arrival at the front desk.
- 24/7 contact information:
 - David Pugh, Security Services Manager, 859-258-3936
 - Security Dispatch's phone number is 859-258-388.

EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

(INSERT HERE)



LFUCG
Division of Facilities & Fleet Management
Government Center Facility Environmental Disclosure Statement

To the best of our knowledge, there are a number of environmental concerns at the Government center, mostly with asbestos and lead varying from area to area. Before drilling or impacting any walls, ceilings or floors, every contractor/vendor conducting repair and maintenance activities must contact the Division of Facilities Management, Environmental Remediation Group, in advance (minimum of 48 hours) for assistance.

Scott Kelsey, Environmental Remediation Manager
(859) 258-2825
(859) 258-3920
skelsey@lexingtonky.gov

EXHIBIT 4

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by:

Pyramid Network Services, LLC

Return to:

Pyramid Network Services, LLC

ATTN: Nancy Valletta

6519 Towpath Road

East Syracuse, NY 13057

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between **Lexington-Fayette Urban County Government**, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "**Landlord**") and **Powertel/Memphis Inc.**, having a mailing address of 12920 SE 38th Street Bellevue, Washington 98006 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES TO APPEAR ON THE NEXT PAGE]

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

LANDLORD: Lexington-Fayette Urban County Government

By: NOT FOR EXECUTION
Print Name: _____
Its: _____
Date: _____

TENANT: Powertel/Memphis Inc.

By: NOT FOR EXECUTION
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

SEE ATTACHED QUITCLAIM DEED

*R-294-77
recorded
in Court House*

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 30th day of November, 1977, by and between THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, and the successor in interest to the City of Lexington, a municipal corporation of the second class of the Commonwealth of Kentucky, and Fayette County, a political subdivision of the Commonwealth of Kentucky, Grantor, and the KENTUCKY CENTRAL LIFE INSURANCE COMPANY, a Kentucky corporation, 200 E. Main Street, Lexington, Fayette County, Kentucky.

W I T N E S S E T H:

THAT for and in consideration of the granting of an option from Kentucky Central Life Insurance Company to the Lexington-Fayette Urban County Government, to purchase the Kentucky Central Life Insurance Company building and parking garage on East Main Street and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantor, the Grantor does hereby BARGAIN, SELL, ALIEN and CONVEY unto the Grantee, its successors and assigns forever, the following described tracts of land in Fayette County, Kentucky, which may be more particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at the North corner of the lot leased to John B. Tilford (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet five (5) inches; thence S 45° W. 110 feet or half way to Water Street; thence South 45° E. 20 feet five inches to Tilford's (now Purcell's) lot; thence with the line of same 110 feet to the beginning.

PARCEL NO. 2:

Beginning at the North corner of Mrs. Gatewood's house (now property of Harting, et al) on West Main Street; thence with Main Street N. 45° W. twenty (20) feet; thence S. 45° W. 110 feet or

half way to Water Street; thence S. 45° E. 20 feet to Mrs. Gatewood's (now Harting's) line; thence with same N. 45° E. 110 feet to the beginning.

PARCEL NO. 3:

Beginning at the North corner of Lot No. 1, leased to S. Chipley (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet, five (5) inches; thence S. 45° W. 110 feet; thence N. 45° W. seven (7) inches; thence S. 45° W. 110 feet to Water Street; thence with Water Street S. 45° E. nineteen (19) feet, eleven (11) inches to lot leased to S. Chipley (now J. D. Purcell); thence with same 220 feet to the beginning.

PARCEL NO. 4:

Beginning at the West corner of Mrs. Gatewood's (now Harting's) lot on Water Street; thence with Water Street N. 45° W. twenty-one (21) feet one inch; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 21 feet one inch to Mrs. Gatewood's (now Harting's) line; thence with same S. 45° W. 110 feet to the beginning on Water Street.

PARCEL NO. 5:

Beginning at the Northwest corner of Layton's (now Purcell's) lot on Water Street; thence with Water Street N. 45° W. nineteen (19) feet nine and one-half (9-1/2) inches; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 19 feet (9-1/2) inches to Layton's line; thence with same S. 45° W. 110 feet to the beginning.

PARCEL NO. 6:

Beginning at the West corner of Tilford's (now J. D. Purcell's) lot on Water Street; thence with Water Street N. 45° W. nineteen (19) feet nine and one-half (9-1/2) inches; thence N. 45° E. 110 feet or half way to Main Street; thence S. 45° E. 19 feet 9-1/2 inches to Tilford's (now Purcell's) line; thence with same S. 45° W. 110 feet to the beginning on Water Street.

PARCEL NO. 7:

Beginning at the North corner of the lot leased to T. K. Layton (now J. D. Purcell) on Main Street; thence with Main Street N. 45° W. twenty (20) feet five (5) inches; thence S. 45° W. 110 feet or half way to Water Street; thence, S. 45° E. 20 feet 5 inches to T. K. Layton's (now J. D. Purcell's) lot; thence with the line of same 110 feet to the beginning.

All of the above mentioned parcels being portions of the same property conveyed to the Town of Lexington, a predecessor to the City of Lexington, and to the Lexington-Fayette Urban County Government, by the Commonwealth of Virginia, by Act of May, 1782, Acts of Virginia, Chapter 53.

TO HAVE AND TO HOLD all of the above described real property together with all of the rights, privileges and franchises incident or pertinent thereto and connected therewith.

TO HAVE AND TO HOLD, the same unto said Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set its hand on this date by and through its Mayor and its Clerk under and by virtue of authority granted unto said Mayor and Clerk by Resolution of the Lexington-Fayette Urban County Council, passed at a regular meeting held on November 29, 1977.

Lexington-Fayette Urban County
Government

By: H. Foster Pettit
Mayor

ATTEST:

Kathryn W. Johnson
Clerk of Urban County Council

STATE OF KENTUCKY
SCT
COUNTY OF FAYETTE

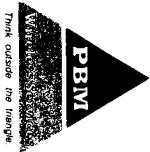
I, Irene R. Hoffman, a Notary Public in and for the Commonwealth of Kentucky and County aforesaid hereby certify that the foregoing Quitclaim Deed was acknowledged before me by the Lexington-Fayette Urban County Government, an Urban County Government, by and through H. Foster Pettit, its Mayor, and Kathryn W. Johnson, its Clerk, to be the voluntary act and deed of said government, this _____ day of _____, 1977.

My Commission expires: October 20, 1981.

Notary Public

THIS INSTRUMENT PREPARED BY:

Richard V. Murphy
Department of Law
Lexington-Fayette Urban Co. Government
136 Walnut Street
Lexington, Kentucky 40507



PBM Wireless Services
13714 Smokey Ridge Overlook
Carmel, IN 46033



GPD GROUP,
Data, Tele, Systems, Alarm & Devices, Inc.
8275 Allison Pointe Trl., Suite 220
Indianapolis, IN 46250
Fax 317-293-1331

Mobile

LIMESTONE 9LV0253A MODERNIZATION

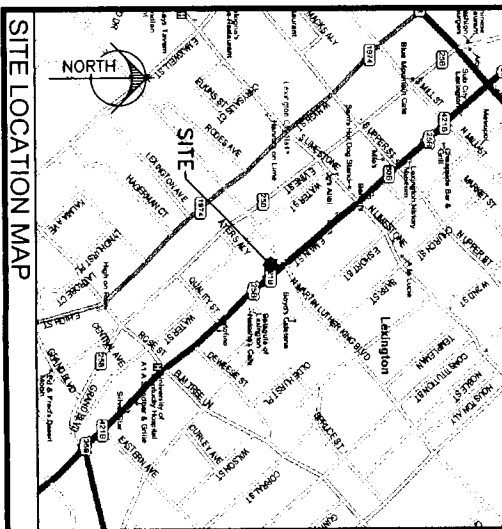
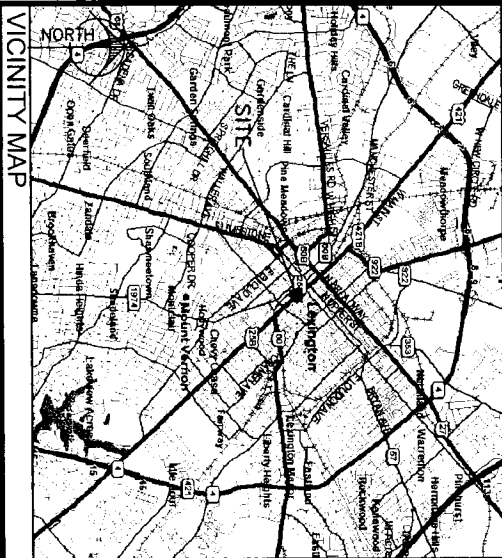
202 E MAIN STREET
LEXINGTON, KY 40507
FAYETTE COUNTY

SHEET DRAWINGS

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET
C-1	COMPOUND PLAN
C-2	TOWER ELEVATION AND MOUNTING DETAILS
C-3	RF PLUMBING DIAGRAM AND NOTES
C-4	CONDUIT LAYOUT DIAGRAM AND NOTES

PROJECT SUMMARY

SITE NAME: LIMESTONE 9LV0253A	COORDINATES: LAT: 38° 2' 40.87" N (38.04467°) LONG: 84° 29' 43.97" W (-84.49557°)
SITE ADDRESS: 202 E MAIN STREET LEXINGTON, KY 40507 FAYETTE COUNTY	JURISDICTION: FAYETTE COUNTY
CONSTRUCTION TYPE: COLLOCATION	OCCUPANCY: UNMANNED
HANDICAPPED REQ.: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS IS NOT REQUIRED.	PLUMBING REQ.: FACILITY HAS NO PLUMBING REQUIREMENTS
BUILDING CODE: 2007 IRC	ELECTRICAL CODE: 2008 NEC - NFPA 70
APPLICANT INFORMATION: TOWER LAND OPR INDEMNATION, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KY 40507 PHONE: 606-252-5555	CONSULTANT TEAM: ENGINEERING 6272 ALLISON POINTE TRAIL, SUITE 220 INDIANAPOLIS, IN 46250 317-293-9966 CONTACT: TRAVIS PHELE



DIRECTIONS:

DIRECTIONS FROM T-MOBILE LOUISVILLE OFFICE: START OUT GOING NORTHWEST ON COMMONWEALTH DR (0.1 MI) TURN RIGHT ONTO DECALA DR (0.1 MI) TURN RIGHT ONTO BLUEGRASS PKY (0.2 MI) TURN LEFT ONTO BLANKENBASKER PKY (0.3 MI) TURN RIGHT ONTO WILSON DR (0.3 MI) TURN RIGHT ONTO WILSON DR (0.3 MI) TURN LEFT ONTO QUALITY ST (0.08 MI) TURN LEFT ONTO E MAIN ST (0.1 MI) BUILDING WILL BE ON THE LEFT.
TURN LEFT ONTO W MAIN ST/US-25-BY/US-41-5R1 (1.0 MI) TURN LEFT ONTO QUALITY ST (0.08 MI) TURN LEFT ONTO E MAIN ST (0.1 MI) BUILDING WILL BE ON THE LEFT.

PROJECT INFORMATION

THIS PROJECT INCLUDES THE INSTALLATION OF A SITE SUPPORT CABINET, RACK MOUNTED NODE X EQUIPMENT, CABLE MANAGEMENT BOX, COVE BOX, AND ANTENNA/LINE WORK ON THE EXISTING T-MOBILE PAD CENTER.

RF MANAGER	REAL ESTATE MANAGER	EQUIPMENT MANAGER	CONSTRUCTION MANAGER	PROJECT MANAGER	UNDERGROUND UTILITIES
NAME: _____ DATE: _____	NAME: _____ DATE: _____	NAME: _____ DATE: _____	NAME: _____ DATE: _____	NAME: _____ DATE: _____	NAME: _____ DATE: _____

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF PBM WIRELESS SERVICES. REPRODUCTION OR USE OF THIS DRAWING BY ITS AFFILIATES, REPRODUCTION OR USE OF THIS DRAWING BY ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

1-800-752-6007
FOR MORE INFORMATION OR TO SCHEDULE A SITE VISIT, CONTACT THE PROJECT MANAGER AT THE ABOVE PHONE NUMBER.
FOR MORE INFORMATION OR TO SCHEDULE A SITE VISIT, CONTACT THE PROJECT MANAGER AT THE ABOVE PHONE NUMBER.

PBM WIRELESS CORP.
3600 EZZEL ROAD, SUITE 615
MASHVILLE, TN 37211
CONTACT: 615-415-7223

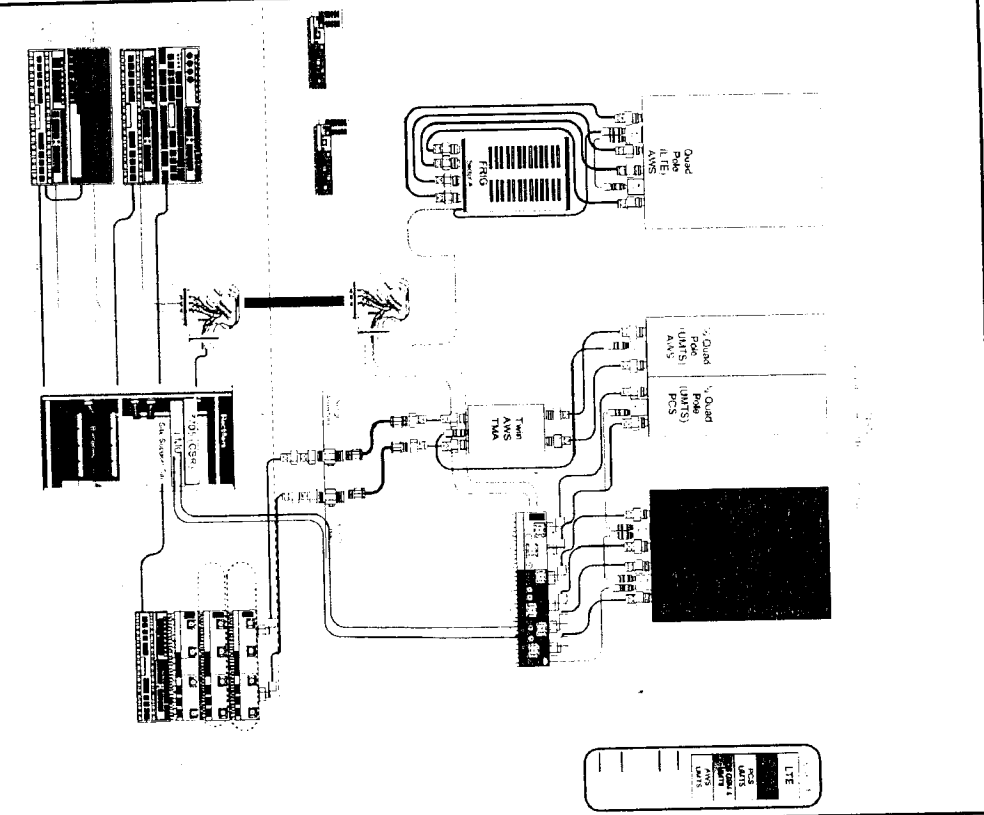
GPD GROUP
Data, Tele, Systems, Alarm & Devices, Inc.
8275 Allison Pointe Trl., Suite 220
Indianapolis, Indiana 46250
317-293-9966 (Fax: 317-293-1331)

STATE OF KENTUCKY
PROFESSIONAL ENGINEER
TRAVIS PHELE
No. 17340
Issued 12/20/07

NO.	DATE	DESCRIPTION
1	06/05/12	ISSUED FOR BOE REVIEW
2	06/11/12	ISSUED FOR BOE REVIEW
3	06/19/12	ZONING DRAWINGS

DRAWN BY: CHB
CHECKED BY: MHL
DRAWING DATE: 06/05/12
GPD JOB NO: 2012741475
T-MOBILE SITE INFO
SITE NAME: LIMESTONE
SITE NUMBER: 9LV0253A
SITE ADDRESS
202 E MAIN STREET
LEXINGTON, KY 40507
FAYETTE COUNTY
SHEET TITLE
TITLE SHEET
SHEET NUMBER
T-1

10-20-11



Site Information:

Address:	3600 Eddel Road, Suite 615
City:	Nashville, TN 37211
County:	Davidson
State:	37000
Project Name:	Mobile Wireless Corp
Client:	Mobile Wireless Corp
Project No.:	08-0200-001
Revision:	1
Scale:	As Shown

Cell Site Configuration

Configuration 1: 2x 2x 4x 20W on Ground

Antenna Model	Antenna Height (ft)	Antenna Azimuth (deg)	Antenna Azimuth Range (deg)	Antenna Azimuth Min (deg)	Antenna Azimuth Max (deg)	Antenna Power (W)	Antenna Power Class
Antenna Model	150	0	360	0	360	20	Class 4
Antenna Height (ft)	150					20	Class 4
Antenna Azimuth (deg)	0					20	Class 4
Antenna Azimuth Range (deg)	360					20	Class 4
Antenna Azimuth Min (deg)	0					20	Class 4
Antenna Azimuth Max (deg)	360					20	Class 4
Antenna Power (W)	20					20	Class 4
Antenna Power Class	Class 4					20	Class 4

RF DATA SHEET

Frequency (MHz)	Bandwidth (MHz)	Power (W)	Antenna Model	Antenna Height (ft)	Antenna Azimuth (deg)	Antenna Azimuth Range (deg)	Antenna Azimuth Min (deg)	Antenna Azimuth Max (deg)	Antenna Power Class	Notes
800-900	1.25	20	AMS TMA	150	0	360	0	360	Class 4	
800-900	1.25	20	AMS TMA	150	0	360	0	360	Class 4	

REVISIONS

NO	DATE	DESCRIPTION
1	04/25/12	ISSUED FOR BIDDING
2	06/14/12	ISSUED FOR BIDDING REVIEW
3	06/20/12	ISSUED FOR BIDDING REVIEW

DRAWN BY: CMR
CHECKED BY: MRS
DRAWING NO.: 08-0200-001
DATE: 05/24/12

MOBILE SITE INFO

SITE NAME: LANESTONE
SITE NUMBER: SL12029A
SITE ADDRESS:
 702 E MAIN STREET
 SPRINGFIELD KY 40387
 FAYETTE COUNTY

SHEET TITLE: RF PLUMBING DIAGRAM
AND DATA SHEET

SHEET NUMBER: C-3

RF PLUMBING DIAGRAM

SCALE: N.T.S.

1

RF DATA SHEET

SCALE: N.T.S.

2

MOBILE WIRELESS CORP.
 3600 EDDLE ROAD, SUITE 615
 NASHVILLE, TN 37211
 CONTACT: 615-415-7223

Cellular Services

GPD GROUP
 8475 Allison Pointe, 14, Suite 210
 Louisville, KY 40219
 (502) 595-1111

1-MOBILE WIRELESS CORP.

3800 EXCEL ROAD, SUITE 815
NASHVILLE, TN 37211
CONTACT: 615-415-7223

THE CONTRACTOR AND INSTALLATION PERSONS
ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY
PERMITS AND APPROVALS FROM ALL
APPLICABLE AGENCIES AND AUTHORITIES.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND
APPROVALS FROM ALL APPLICABLE AGENCIES
AND AUTHORITIES.

PHIL WILKINS Services
12112 Sunset Ridge, Columbia
Tennessee TN 38203

GPD GROUP
8275 Milligan Pointe, Ft. Smith, AR
317-292-2996, Fax 317-292-1131

DAVID B. GIDDENS
PROFESSIONAL ENGINEER
LICENSE NO. 17249
STATE OF TENNESSEE

NO.	DATE	DESCRIPTION
1	05/25/12	ISSUED FOR PER REVIEW
2	06/18/12	ISSUED FOR PER REVIEW
3	06/26/12	ISSUED FOR PER REVIEW

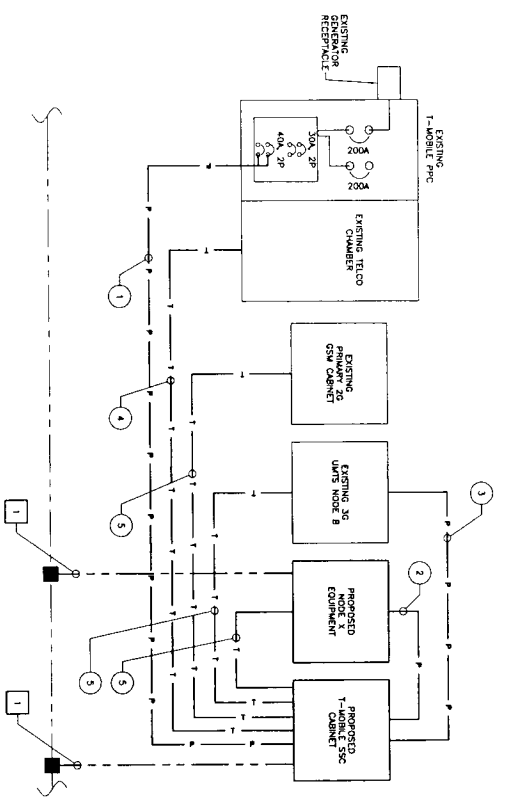
DRAWN BY: CMB
CHECKED BY: EJE
GPD JOB NO.: 201244.75

1-MOBILE WIRELESS
SITE NAME: LIVERSTONE
SITE NUMBER: 91.02025A
SITE ADDRESS:
282 E MAIN STREET
LEWISTON, KY 40367
FAVETTE COUNTY

SHEET TITLE:
CONDUIT PLUMBING
DIAGRAM AND NOTES
SHEET NUMBER

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10-30-13



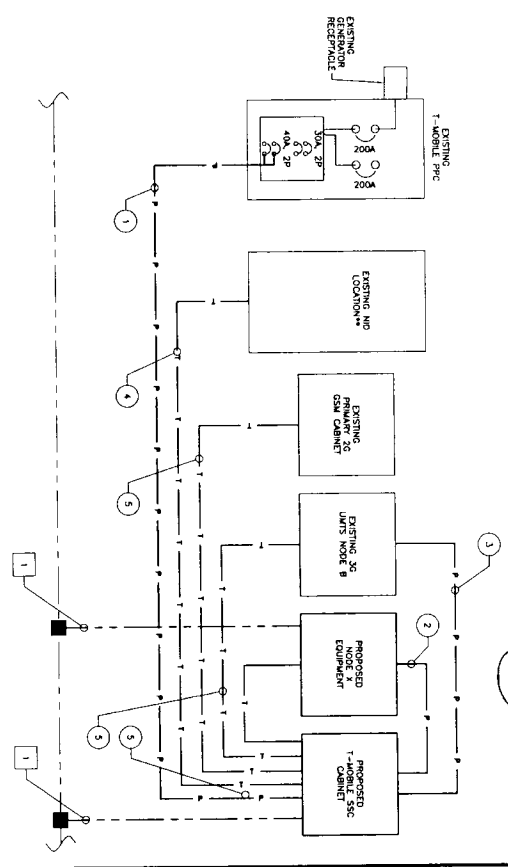
ELECTRICAL/GROUNDING LEGEND

TELCO WIRING
POWER WIRING
GROUND WIRING
ELECTROMAGNETIC WELD
LUG CONNECTION

SPECIAL NOTES:
* SSC - SITE SUPPORT CABINET
** CONTRACTOR SHALL FIELD VERIFY W/NO LOCATION
*** ALL CONDUIT SHALL BE SCHEDULE 40 PFC IF UNDERGROUND AND SCHEDULE 80 IF ABOVE GROUND

NOTE: 1-1" CABLE SHALL BE PROVIDED BY CONTRACTOR

SINGLE LINE DIAGRAM (ALL IN PFC) N.T.S. 1



ELECTRICAL/GROUNDING LEGEND

TELCO WIRING
POWER WIRING
GROUND WIRING
ELECTROMAGNETIC WELD
LUG CONNECTION

SPECIAL NOTES:
* SSC - SITE SUPPORT CABINET
** CONTRACTOR SHALL FIELD VERIFY W/NO LOCATION
*** ALL CONDUIT SHALL BE SCHEDULE 40 PFC IF UNDERGROUND AND SCHEDULE 80 IF ABOVE GROUND

NOTE: 1-1" CABLE SHALL BE PROVIDED BY CONTRACTOR

SINGLE LINE DIAGRAM (PFC/TELCO BOX) N.T.S. 2

- A. ELECTRICAL/TELCO**
- 1-1/2" POWER CONDUIT TO BE ROUTED FROM EXISTING PFC/PHASEBOARD TO NEW SSC LOCATION.
 - 1-1/2" POWER CONDUIT TO BE ROUTED FROM NEW NODE X EQUIPMENT TO NEW SSC LOCATION.
 - 1-1/2" POWER CONDUIT TO BE ROUTED FROM EXISTING 30' UNITS NODE B LOCATION TO NEW SSC LOCATION.
 - TELCO CONDUIT WITH PULL STRING TO BE ROUTED FROM EXISTING PFC/TELCO CABINET TO NEW SSC LOCATION. (1) 2" PFC CONDUIT FROM TELCO BOX/PFC TO SSC; TRANSITION TO 2" FLEX AT EQUIPMENT; (2) CABLE SHIELDED 48 STP (WH/DRN) WITH 28 AWG PATCH CABLE OR RATED/RESISTANT (NO JURY PFC, NO CENTER FILLER).
 - TELCO CONDUIT WITH PULL STRING (1) 2" PFC CONDUIT; TRANSITION TO 2" FLEX AT EQUIPMENT.
 - 2" PFC CONDUIT IF DISTANCE IS GREATER THAN 2 FEET FROM THE SSC; SECURED 12" O.C. MAXIMUM TO PAV/PLANTION WITH APPROPRIATE CLIPS; TRANSITION TO UNDERGTYPE NY CONDUIT TO STUB UP.
 - 2" UNDERGTYPE FLEXIBLE METALLIC CONDUIT IS PERMITTED IF DISTANCE IS LESS THAN 2 FEET FROM THE SSC; SECURED 12" O.C. MAXIMUM TO PAV/PLANTION WITH APPROPRIATE CLIPS.
 - ALL CONDUIT SHALL BE SCHEDULE 40 PFC BELOW GRADE AND SCHEDULE 80 PFC ABOVE GRADE. ALL SURFACE MOUNTED PFC CONDUIT SHALL BE UV RESISTANT RATED SCHEDULE 80.
- B. GROUNDING**
- (1) 2" NY STRAPPED GREEN SHIELDED GROUND LEADS MECHANICALLY LUGGED TO EXISTING GROUND RING/GROUND BAR; STRIPPED IN 1/2" UNDERGTYPE CONDUIT WITH BOTH ENDS BEING SEALED WITH SILICONE CAULK; NEW 1/2" UNDERGTYPE CONDUIT MUST SPIN WITHIN 6" OF TERMINATION ON EACH END; GROUNDING ARE TO BE SECURED WITH NON-METALLIC BANDERS; DO NOT SURROUND GROUND LEADS 360° WITH METAL TO PREVENT AN RF CHOCK; USE 2#-10S (BLACK OR RAIN) OR USE NYCON CONDUIT HANGERS.

SSC CABINET CONNECTION NOTES SCALE N.T.S. 4