

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION ("Lease") is by and between City of Palm Bay, a Florida municipality ("Landlord") and APT Tampa/Orlando, Inc., a Delaware corporation ("Tenant").

1. Option to Lease

(a) In consideration of the payment of Five Hundred and No/100 Dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) and ending 7-21, 2001 (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of Five Hundred and No/100 Dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises as defined below from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use, conditional use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use and conditional use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that certain portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 150 Malabar Road, Palm Bay, FL 32907 comprises approximately 600 square feet.

2. Term. The initial term of the Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at 11:59 PM on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and related activities.

4. Rent. Tenant shall pay Landlord, as rent, One Thousand One Hundred Sixty-six and 67/100 Dollars (\$1,166.67) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance by the fifth day of each month for the following month to the City of Palm Bay at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for four (4) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by ten percent (10%) of the rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall

have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice to Landlord.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including, without limitation, radio transmitting and receiving equipment, antennas, microwave dishes, tower and base, equipment shelters and/or cabinets, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in the attached Exhibit B. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Premises in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon expiration of this Lease, the Premises shall be returned to Landlord in commercially reasonable condition, normal wear and tear, and casualty damage not due to Tenant's negligence excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, utilities and access (including access for the purposes described in Section 1 to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

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

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, the Premises or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

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

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

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. In the event that Landlord fails to pay any real property taxes or other fees and assessments attributable to the Property, Tenant shall have the right, but not the obligation, to pay said taxes and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) and name Landlord as an additional insured on the policy or policies, with respect to Tenant's indemnity obligations under this Lease. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Landlord and Tenant agree to hold the other harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of either party, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:

APT Tampa/Orlando
3650-131st Avenue SE #200
Bellevue, WA 98006
Attn: Corporate Lease Coordinator

With a copy to:

APT Tampa/Orlando, Inc.
3902 Cypress Park Drive
Tampa, Florida 33624
Attn: Lease Coordinator

If to Landlord, to:

City of Palm Bay
120 Malabar Rd. SE
Palm Bay, FL 32907
Telephone: (321) 952-3400

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

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall not introduce or use any such substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold the other harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment as a result of the indemnitor's activities, or that relate to or arise from the indemnitor's activities during or prior to the commencement of this Lease. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment.

(collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Furthermore, the Landlord agrees to defend, indemnify and hold harmless from Claims resulting from Actions on the Property prior to the commencement of this Lease.

15. Assignment and Subleasing. Tenant may assign the Lease, and any easement rights related hereto, upon written notice to Landlord, to any person controlling, controlled by or under common control with Tenant, or any person or entity that, after first receiving the necessary FCC licenses, acquires Tenant's radio communications business or assets and assumes all obligations of Tenant under this Lease. Additionally, Tenant may, upon written notice to Landlord, assign this Lease, and any easement rights related hereto, to Aerial Communications Inc., Aerial Operating Company, Inc., or any of their subsidiary companies. Upon any such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld. Tenant may sublease the Premises, any easement rights related thereto, provided such subtenant agrees to be bound by the terms of this Lease.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease, easements and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

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

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Antenna Facilities 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 Mortgagee 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 Mortgagee's sole discretion and without Landlord's consent.

18. Condition of Property. Landlord represents that Landlord's Property and all improvements thereto are in compliance with all building, life/safety, and all other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority.

19. Confidentiality. Landlord agrees that the terms and conditions of this Lease are confidential and Landlord shall not directly or indirectly disclose any such terms and conditions to any third party without Tenant's prior written consent.

20. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party at such party's sole expense. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Leased Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

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

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

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker.

(k) Landlord agrees to cooperate with Tenant and its authorized representatives regarding any reasonable requests made subsequent to execution of this Lease to correct any clerical errors contained in this Lease and to provide any and all documentation deemed necessary by Tenant to effectuate the transaction contemplated by this Lease. The Landlord further agrees that "to cooperate" as used in this Lease includes, but is not limited to, the agreement by the Landlord to execute or re-execute any documents that Tenant reasonably deems necessary or desirable to carry out the intent of this Lease.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**

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

LANDLORD: City of Palm Bay, a Florida municipality

By: Edward Geier

Printed Name: EDWARD GEIER

Its: MAYOR

Date: 7-21-00

WITNESSES:

Eileen Schuch

Print Name: Eileen Schuch

Terese M. Bander

Print Name: TERESE M. BANDER

TENANT: APT Tampa/Orlando, Inc.,
A Delaware corporation

By: Bryan J. Fleming

Printed Name: Bryan J. Fleming

Its: Director of Engineering & Operations

Date: 7/11/00

WITNESSES:

Laurel T. Jackson

Print Name: LAUREL T. JACKSON

Natasha M. Wright

Print Name: NATASHA M. WRIGHT

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of this Addendum shall govern and control.

Section 2. Permitted Use.

Replace the existing sentence with the following new sentences:

Tenant is entering into a Collocation Site Sublease with PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless (the "Collocation Site Sublease") which permits Tenant to install, maintain, and operate its antennas on the monopole erected, maintained, and operated by PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless on the Property (the "Verizon Tower"). The Premises may be used by Tenant for, among other things, the construction, operation, maintenance, repair, removal or replacement of equipment and facilities required for the transmission and reception of radio communication signals from and by its antennas on the Verizon Tower.

Section 4. Rent.

Replace the existing paragraph with the following new paragraph:

Tenant shall pay Landlord, as Rent for the Initial Term, Seventy Thousand and No/100 Dollars (\$70,000.00), payable in annual installments of Fourteen Thousand and No/100 Dollars (\$14,000.00) each. If this Lease is extended for all four Renewal Terms, Tenant shall pay Landlord, as total Rent for all Renewal Terms, Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00), payable in annual installments of Fourteen Thousand and No/100 Dollars (\$14,000.00) each, subject to the applicable Renewal Term increases in Section 5. The Rent installment for the first year of the Initial Term shall be payable in advance upon the Commencement Date. The Rent installment for each year thereafter in the Initial Term and each successive Renewal Term shall be payable in advance on the applicable anniversary of the Commencement Date, or within five (5) days thereafter. All Rent shall be payable to Landlord at Landlord's address specified in Section 12 below. If this Lease is terminated for any reason other than a default by Tenant at a time other than on the last day prior to an anniversary of the Commencement Date, Rent shall be prorated as of the termination date and all prepaid Rent shall be refunded to Tenant.

Section 7. Improvements; Utilities; Access.

In paragraph (a), first sentence, delete "antennas, microwave dishes, tower and base."

Section 8. Termination.

After termination cause (f), insert the following new termination cause:

(g) immediately upon written notice by Tenant if the Collocation Site Sublease expires or terminates.

Section 9. Taxes.

Replace the existing sentences with the following new sentence:

Tenant also shall pay all real and personal property taxes and other fees and assessments assessed on or attributable to the Premises and Antenna Facilities.

Section 10. Insurance and Subrogation.

Delete paragraph (b) in its entirety.

Section 11. Hold Harmless.

Replace the existing sentence with the following new sentences:

Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Tenant further agrees to be bound by the terms and conditions of Landlord's Indemnification and Hold Harmless Agreement attached as Exhibit D and incorporated herein by reference.

Section 14. Environmental Laws.

Site Number: C439-A
Site Name: Mudd Canal
Market: Tampa

2-8-2000GeneralSiteLeaseFL4.doc
Rev 2/00

Replace the existing paragraph with the following new paragraph:

Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of actions, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees for trials and appeals, that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment that relate to or arise from Tenant's activities during or prior to the commencement of this Lease. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims"), including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees for trials and appeals, that Landlord may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property or the mitigation of any hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively "Actions") that relate to or arise from Tenant's activities on the Property.

Section 15. Assignment and Subletting.

Delete the second paragraph.

Section 19. Confidentiality.

In the existing sentence, after "consent", insert ", except as may be required by Chapter 119, Florida Statutes".

Section 21. Amendments – More Favorable Terms.

Insert the following new section entitled as above:

If Tenant enters into any comparable lease or license agreement with any other government entity in Brevard County, Florida ("Comparable Agreement") upon economic or non-economic terms that are more favorable to such entity than the terms of this Lease are to Landlord, Landlord shall have the option of requiring an amendment to this Lease to incorporate such more favorable terms in this Lease. Tenant shall provide Landlord a copy of each Comparable Agreement within thirty (30) days after the execution thereof. Any exercise of an option hereunder by Landlord shall be by written notice to Tenant not later than thirty (30) days after Landlord receives a copy of the Comparable Agreement containing the more favorable terms desired by Landlord. If Landlord exercises an option hereunder, Tenant shall prepare an amendment to this Lease to incorporate the more favorable terms in this Lease for execution by the parties and, upon the execution of such addendum, such more favorable terms shall be effective as of the date of execution of the Comparable Agreement containing such more favorable terms. The term "Comparable Agreement", for purposes hereof, shall mean a lease or license agreement between another government entity in Brevard County, Florida, as the landlord, lessor, or licensor, and Tenant, or its partner, affiliate, subsidiary, parent, successor, or assign, as the tenant, lessee, or licensee, covering ground space for equipment associated with antennas mounted on a tower or monopole on which space has been or will be leased or licensed from a third party by Tenant, or its partner, affiliate, subsidiary, parent, successor, or assign.

LANDLORD: City of Palm Bay,
a Florida municipal corporation
By: Edward Geier
Printed Name: EDWARD GEIER
Its: MAYOR
Date: 7.21.00

WITNESSES:
Eileen Schwell
Print Name: Eileen Schwell
Terese M. Barber
Print Name: TERESE M. BARBER

TENANT: APT Tampa/Orlando, Inc.,
A Delaware corporation
By: Bryan J. Fleming
Printed Name: Bryan J. Fleming
Its: Dir. Engineering & Operations
Date: 7/11/00
Site Number: C439-A
Site Name: Mudd Canal
Market: Tampa

WITNESSES:
Lauren T. Vachon
Print Name: LAUREN T. VACHON
Natasha M. Wright
Print Name: NATASHA M. WRIGHT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY:

SITE ID: C434-A

LESS AND EXCEPT THE FOLLOWING

For a point of beginning, commence at the southwest corner of said Tract "A", Port Malabar Unit 10, according to the Plat thereof as recorded in Plat Book 15 at Pages 10 through 19 inclusive of the Public Records of Brevard County, Florida; thence N 00°03'03" E, along the west line of said Tract "A", for a distance of 223.30 feet; thence N 90°00'00" E, for a distance of 121.57 feet; thence N 05°07'44" E, for a distance of 141.13 feet; thence S 84°31'07" E, for a distance of 222.36 feet; thence S 73°20'33" E, for a distance of 59.31 feet; thence N 90°00'00" E, for a distance of 40.34 feet; thence N 00°00'00" W, for a distance of 72.62 feet; thence N 90°00'00" E, for a distance of 140.84 feet; thence S 05°46'43" W, for a distance of 256.95 feet; thence S 45°00'00" E, for a distance of 34.67 feet; thence S 00°38'18" W, for a distance of 131.03 feet, to the south line of said Tract "A"; thence N 89°31'45" W, along the said south line, for a distance of 383.71 feet, to the point of beginning; containing 4.46 acres, more or less; subject to any and all deed restrictions, easements, and rights-of-way of record, including, but not limited to, a forty (40) foot drainage and utility easement running along the southerly boundary of said parcel to serve and maintain the drainage ditch that runs along and adjacent to said forty (40) foot easement, and for other utilities.

ALSO LESS AND EXCEPT THE FOLLOWING

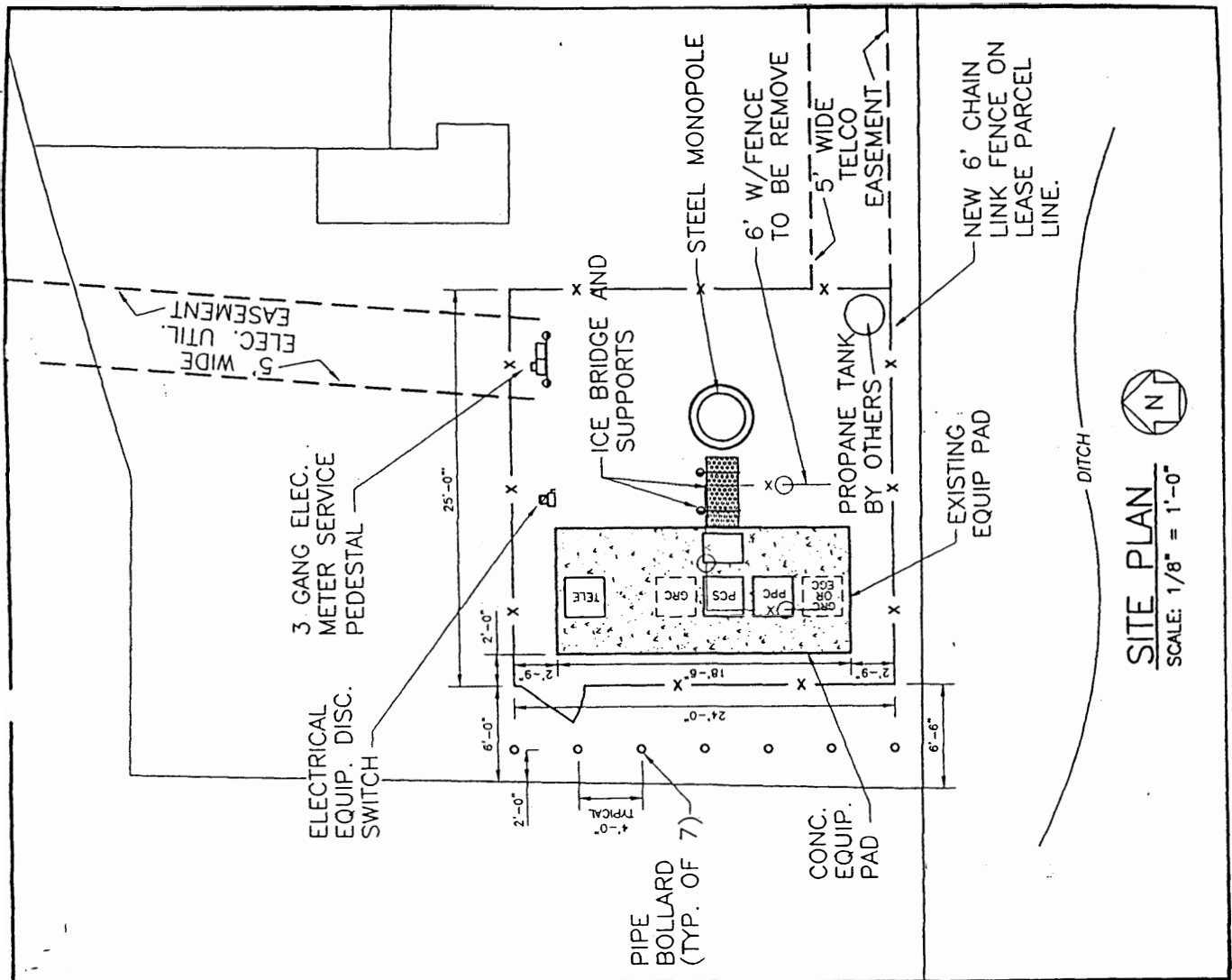
COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A", FOR THE POINT OF BEGINNING, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY LINE OF MALABAR ROAD, ACCORDING TO STATE ROAD DEPARTMENT PROJECT W.P.S.D. 181, DATED JANUARY 18, 1940; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 02°00'02" WEST, ALONG THE EAST LINE OF SAID TRACT "A", 81.50 FEET TO A POINT LYING ON A NON-TANGENT CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS LENGTH OF 15049.86 FEET, A CENTRAL ANGLE OF 8°44'14", AN ARC LENGTH OF 193.81 FEET, A CHORD LENGTH OF 193.81 FEET, AND A CHORD BEARING OF NORTH 87°00'04" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS LENGTH OF 15049.86 FEET, A CENTRAL ANGLE OF 02°14'38", AN ARC LENGTH OF 593.15 FEET, A CHORD LENGTH OF 593.12 FEET, AND A CHORD BEARING OF NORTH 87°45'17" WEST; THENCE RUN NORTH 00°41'54" EAST, 3.00 FEET; THENCE RUN NORTH 88°50'48" WEST, 62.98 FEET; THENCE RUN NORTH 88°18'00" WEST, 34.00 FEET TO THE WEST LINE OF APPORELAID TRACT "A"; THENCE RUN NORTH 00°30'36" EAST, ALONG SAID WEST LINE, 31.81 FEET TO THE APPORELAID SOUTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE RUN SOUTH 88°50'48" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE 934.00 FEET TO THE POINT OF BEGINNING.

It is agreed by Owner and APT that the proper and precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" and/or that this Exhibit "A" may be replaced to reflect such proper and precise legal description by APT unilaterally.

EXHIBIT "B"

SITE PLAN OR REDUCED SURVEY:

SITE ID: C439-A



Notes:

1. The instrument to which this exhibit is attached and into which instrument this exhibit is fully incorporated, may, at APT's sole option, be modified and/or amended unilaterally by APT to establish, clarify or change the location of the nonexclusive easement for utility lines and cables by recording an instrument signed by APT in the public records of the County in which the Owner's Property is located, which instrument shall set forth the details of such modification and/or amendment.
2. Notwithstanding anything in the instrument which this exhibit is attached to the contrary, APT, at its sole option, may unilaterally replace and substitute for this exhibit a survey of the Project Site, showing non-exclusive easements for ingress, egress and utility lines and cables to service the Project Site and/or may unilaterally replace and substitute for this exhibit construction drawings of the APT Facilities of the Project Site.
3. Setback of the APT Facilities from the boundaries of Owner's Property and of the Project Site shall be the distance required by the applicable governmental authorities.
4. Width of any access road or easement granted to or used by APT, shall be the width required by the applicable governmental authorities, including police and fire departments but in no event less than fifteen feet(15') except if prohibited by governmental authorities having jurisdiction over the Owner's Property, the Project Site and/or the APT Facilities

APT Tampa/Orlando, Inc.
6902 Cypress Park Drive
Tampa, FL 33634
Attn: Lease Administrator

EXHIBIT C
Memorandum of Lease and Option
Between City of Palm Bay, a Florida municipality ("Landlord")
and APT Tampa/Orlando, Inc., a Delaware corporation ("Tenant")

A Site Lease with Option ("Lease") by and between City of Palm Bay, a Florida municipality ("Landlord") and APT Tampa/Orlando, Inc., a Delaware corporation ("Tenant") was made regarding the following property:

See Attached Exhibit "A" and Exhibit "B" incorporated herein for all purposes

The leased premises, together with all necessary space and easements for access and utilities, are depicted in the attached Exhibit B.

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at 11:59 PM on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for four (4) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the ____ day of _____, 200__ (effective as of the date of the last party to sign).

LANDLORD: City of Palm Bay, a Florida municipality

By: Edward Geier
Printed Name: EDWARD GEIER
Its: MAYOR
Date: 7/21/00

WITNESSES:

Kileen Schwell
Print Name: Kileen Schwell
Terese M. Barber
Print Name: TERESE M. BARBER

TENANT: APT Tampa/Orlando, Inc.,
A Delaware corporation

WITNESSES:

By: _____
Printed Name: _____
Its: _____
Date: _____

Print Name: _____

Print Name: _____

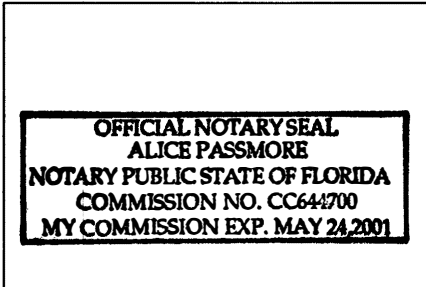
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF FLORIDA)
) ss.
COUNTY OF BREVARD)

This instrument was acknowledged before me on 7-21-00 by EDWARD GEDOR, [title] MAYOR of the City of Palm Bay, a Florida municipality, on behalf of said City of Palm Bay. He/she is personally known to me or has produced _____ (type of identification) as identification.

Dated: 7-21-00



(Use this space for notary stamp/seal)

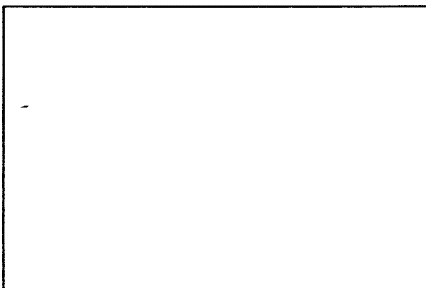
Alice Passmore
Notary Public
Print Name ALICE PASSMORE
My commission expires _____

[Notary block for Tenant]

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

I certify that I know or have satisfactory evidence that Bryan J. Fleming is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Bryan J. Fleming of APT Tampa/Orlando, Inc., a Delaware corporation, as Agent for said corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. He is personally known to me.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT "D"

FORM

Indemnification.

a. Disclaimer of Liability. The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Tenant's construction, maintenance, repair, use and operation of the Leased Property, the tower or Tenant's other facilities.

b. Indemnification. For other, additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from and against:

i. Any and all liability, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the City by reason of any act or omission of Tenant, its personnel, employees, agents, contractors, or subcontractors, resulting in personal injury, bodily injury, sickness, disease, or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, or any other right of any person, firm or corporation, which may arise out of, or be, in any way, connected with the installation, operation, maintenance, or use of the Leased Property, tower or Tenant's antennae facilities, or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the City by reason of any claim or lien arising out of work, labor, materials, or supplies, provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Leased Property. Upon the written request of the City, Tenant shall cause such claim or lien covering the City's Property to be discharged within thirty (30) days following such request.

iii. Any claim asserted or liability imposed upon the City for personal injury or property damage to any person (other than from the City's sole negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Leased Property, tower or antennae facilities. Provided, however, nothing contained in this paragraph shall be construed to require the Tenant to indemnify the City for any claim out of the City's sole negligence or intentional misconduct.

c. Defense of the City. In the event any action or proceeding shall be brought against the City by reason of any matter for which the City is indemnified hereunder, Tenant shall, upon notice from the City, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and the City; provided, however, that the Tenant shall not admit liability in any such matter on behalf of the City without the written consent of the City and provided, further, that the City shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of Tenant.

____. Insurance. During the term of the Lease, the Tenant shall maintain in full force and effect, and at its sole cost and expense, the following types and limits of insurance:

a. Worker's Compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

b. Comprehensive Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability and independent contractor's liability.

c. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law, with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

d. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tenant's facilities. Upon completion of the installation of the Tenant's facilities, Tenant shall substitute for the foregoing insurance, policies of fire, extended coverage and vandalism and malicious mischief insurance on the Leased Property and Tenant's facilities. The amount of insurance, at all times, shall be representative of the insurable values installed or constructed.

Insurance Administration.

a. Occurrence Basis. All policies, other than those for Worker's Compensation, shall be written on an occurrence and not a claims-made basis.

b. Coverage Amounts. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

c. Named Insured. All policies, except for business interruption and worker's compensation policies, shall name the City as an additional insured. Each policy which is to be endorsed to add the City as an additional insured, shall contain cross-liability wording as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

d. Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by the Tenant in compliance with this paragraph, along with written evidence of payment of required premiums, shall be filed and maintained with the City annually during the term of the Lease. Tenant shall immediately advise the City of any claim or litigation that may result in liability to the City.

e. Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior, written notice shall be given to the City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same."

f. Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated B+++ or better by A.M. Best Company.

g. Deductibles. All insurance policies may be written with deductibles, not to exceed Fifty Thousand Dollars (\$50,000) unless approved in advance by the City. Tenant agrees to indemnify and save harmless the City from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

h. Contractors. Tenant shall require that each and every one of its contractors, and their subcontractors, who perform work on the Leased Property, carry, in full force and effect, worker's compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of Section ___ above, with appropriate limits of insurance.

_. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Leased Property will not generate any hazardous substance, and it will not store or dispose on or near the City's Property nor transport to or near the City's Property, any hazardous substance. Tenant further agrees to hold the City harmless from and indemnify it against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of the City's employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar terms by any federal, state or local environmental law, regulation, or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will, or may reasonably be anticipated to, cause sickness, death or disease. The City agrees that it will similarly hold the Tenant harmless and indemnify the Tenant from any liability for hazardous substances existing on the property prior to the commencement date of this Lease.