

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

LEASE AGREEMENT

between

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

(School Board)

and

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

d/b/a Verizon Wireless

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into, by and between SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, existing under the laws of the State of Florida, hereinafter referred to as "School Board" and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless, (EIN#: 75-2681333); hereinafter referred to as "Tenant."

RECITALS:

WHEREAS, School Board is the owner of certain real property situated in Palm Beach County, Florida, located at 5949 140th Avenue, Royal Palm Beach, FL 33411 upon which is situated the Western Pines Middle School, which property is legally described in Exhibit "A" attached hereto (hereinafter "the School"); and

WHEREAS, School Board has agreed to a lease granting Tenant the right to construct, install, operate and maintain Communications Equipment (as defined in Article I below) and a communications tower ("Tower") to be constructed on the site by Tenant; the Communications Equipment and Tower are sometimes hereinafter collectively referred to as the "Improvements" and depicted in Exhibit "B" attached hereto; and

WHEREAS, Tenant hereby agrees to construct the Improvements and has requested a lease of ground space of approximately 100 feet by 100 feet on which it will construct, install, operate and maintain the Improvements and related appurtenances, said ground space is legally described in Exhibit "C" attached hereto (the "Leased Premises"); and

WHEREAS, Tenant will be able to better serve the public in providing wireless communication service in the general area and School Board will benefit as a result of such improved service and by receiving annual rent revenues.

WITNESSETH:

NOW, THEREFORE, in consideration of the rental reserved herein, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Terms and Conditions. The School Board hereby leases to Tenant and

Tenant leases from the School Board the Leased Premises; together with the non exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day (subject, however, to the terms of Article XI of this Lease regarding the School Board's reasonable security procedures), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide easement area extending from the nearest public right of way, 140th Avenue North, to the Leased Premises; said access and utility easement area being substantially as described in Exhibit "C" attached hereto and made a part hereof ("Access and Utility Easement Area"). Tenant shall be obligated to construct the Tower not to exceed two hundred feet (200') in height as depicted on Exhibit "D" attached hereto and made a part hereof. Tenant shall be entitled to construct, install, operate and maintain, at Tenant's expense, its antennae on the Tower and its communications equipment, and related appurtenances within the Leased Premises, said antennae, communications equipment and related appurtenances being hereinafter referred to as the "Communications Equipment". Tenant shall have the right to install, operate and maintain, at Tenant's expense, the Communications Equipment for the purpose of providing wireless communications service to its customers, in accordance with the specific terms and conditions hereinafter set forth. Tenant shall install the Communications Equipment, in the locations and in the manner identified in the Approved Plans (as defined in Section 3.01(a) of this Lease). In addition, Tenant shall be allowed, subject to the provisions of Section 3.01 (a), to install and maintain underground wires, cables, conduits and pipes connecting the component parts of Tenant's Communications Equipment and running from Tenant's Communications Equipment to public telephone service and electrical power sources ("Cabling Space"). Tenant shall construct the Tower at its sole cost and expense. The Tower shall be of sufficient strength to accommodate the School Board's antennae identified in Exhibit "G", Tenant's antennae identified in Exhibit "D" and antennae for at least three (3) Additional Users. For purposes of this Lease, Additional Users shall mean wireless communication service providers who enter into written lease agreements with the School Board and Tenant as set forth in Article IX. Tenant agrees to provide space on the Tower between 179 feet and 199 feet for placement of the School Board's antennae identified in Exhibit "G". In addition to said tower space, Tenant shall also make available for the School Board's use the ground space identified in Exhibit "H" for the installation and operation of the School Board's communications equipment. The construction, installation, operation and maintenance of the School Board's antennae and communications equipment and related utilities shall be at the School Board's sole cost and expense and subject to the non-interference provisions in Section 4.02 below. In connection with the construction of the Improvements, Tenant agrees to install all landscaping required by the local governmental authority and to replace, where necessary, any plantings destroyed by the construction activities of Tenant. After initial installation of any required landscaping, the School Board, at its sole cost and expense, shall be required to maintain said landscaping throughout the term of this Lease.

Section 1.02 Length of Term and Commencement Date. The term of this Lease shall commence upon the date of execution by all the parties hereto (the "Commencement Date") and shall extend for a term of five (5) years after the Rental Commencement Date (the "Term"), unless sooner terminated pursuant to the provisions of this Lease or extended pursuant to Section 1.03.

Section 1.03 Option to Extend Term of Lease. Provided Tenant is not then in default under the terms of this Lease beyond the applicable notice and cure period, this Lease shall automatically be extended for three successive periods of five (5) year(s) each under the same terms and conditions of this Lease unless Tenant terminates it at the end of the then current term by giving School Board written notice of the intent to terminate at least ninety (90) days prior to the expiration of the then current term. Upon expiration of the initial Term and the three extensions set forth above, by mutual agreement of the parties, this Lease may be extended for one (1) additional five (5) year period under the same terms and conditions of this Lease. Tenant shall deliver written notice of Tenant's desire to extend the Lease Term to School Board at least ninety (90) days prior to the expiration of the final option period. School Board shall within thirty (30) days of receipt of Tenant's notice, provide Tenant a written response accepting or rejecting Tenant's offer to extend the Lease. Failure of Tenant to duly and timely exercise this option to renew this Lease shall be deemed a waiver of Tenant's right to said option. Rent shall be adjusted in accordance with Section 2.02 of this Lease during the Term including any extensions thereof.

Section 1.04 Acceptance by Tenant. Tenant certifies that Tenant has inspected the Leased Premises upon which the Improvements will be constructed and accepts same "As Is," in its existing condition, as of the Commencement Date of this Lease, together with all defects, latent or patent, if any, and subject to all easements, encumbrances and restrictions and matters of record, including but not limited to the Memorandum of Series 1996A Ground Lease and Memorandum of Series 1996A Assignment Agreement between the School Board of Palm Beach County, Florida and Palm Beach County School Board Leasing Corp., which encumbers the School ("COPs Ground Lease"). After full execution of this Lease, the School Board shall diligently attempt, in good faith, to have the Leased Premises released from the COPs Ground Leases and to have all necessary authorities (whether public or private) recognize and agree not to disturb the Access and Utility Easement Area granted to Tenant under this Lease. In the event the School Board is unable to obtain said release, recognition and non-disturbance agreement from the necessary authorities in a form acceptable to Tenant by the date ("Outside Date") that is ninety (90) days after the date this Lease is executed by School Board and Tenant, the Tenant shall have the option of: (1) accepting the Lease interest subject and subordinate to the COPs Ground Lease; or (2) extending the Outside Date, for a period of up to an additional ninety (90) days (as extended, the "Extended Outside Date"); or (3) terminating this Lease. If Tenant elects to extend the Outside Date, and if School Board is unable to obtain said release, recognition and non-disturbance agreement from the necessary authorities in a form acceptable to Tenant by the Extended Outside Date, then Tenant shall have the option of: (1) accepting the Lease interest subject and subordinate to the COPs Ground Lease; or (2) terminating this Lease. In the event Tenant elects to terminate the Lease under this Section, then the Tenant and School Board shall be released of all further obligations under this Lease. Tenant further acknowledges that the School Board has made no warranties or representations of any nature whatsoever regarding the School, Improvements, Access and Utility Easement Area or Leased Premises including, without limitation, any relating to the physical condition thereof or of any improvements located therein, or the suitability of the School, Improvements, Access and Utility Easement Area or Leased Premises for Tenant's intended use thereof. School Board shall not be required to perform any

repair work, alterations, or remodeling of the School, Improvements, Access and Utility Easement Area or Leased Premises as a condition of this Lease.

Section 1.05 Inability to Operate. In the event Tenant (i) is unable to obtain or maintain in full force and effect through no fault of Tenant, any permit, license or other governmental approval necessary or required for the continued operation of Tenant's Communications Equipment, or (ii) is unable to obtain the coverage required to service Tenant's customers due to construction of improvements upon the School or the surrounding property which interferes with the provision of such service, or (iii) is unable to properly maintain its signal and Tenant can prove that such inability results from interference with a signal emanating from the School or an off-site location, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to School Board. In the event of such termination, the Annual Rent shall be prorated to the date of termination and School Board shall refund any remaining balance to Tenant upon demand. Thereafter the parties shall be relieved of all further obligation arising subsequent to the date of such termination.

ARTICLE II RENT

Section 2.01 Annual Rent. Commencing upon the Rental Commencement Date as hereinafter defined, and the second and each subsequent anniversary thereof during the entire Term of this Lease, Tenant shall pay School Board an annual net rental of Nine Thousand and no/100 Dollars (\$9,000.00) (the "Annual Rent") which shall be paid annually in advance. Tenant's obligation to pay rent hereunder shall commence upon the date (the "Rental Commencement Date") which is the earlier of the following to occur: a) issuance of a building permit for the construction of the Improvements; or b) one (1) year following the Outside Date or Extended Outside Date (as applicable). Following the Outside Date or Extended Outside Date (as applicable), Tenant agrees to diligently apply for and obtain all necessary governmental approvals required to construct the Tower. The parties shall acknowledge the Rental Commencement Date by separate Memorandum. Rent shall be made payable to the School Board and shall be delivered to the Real Estate Services Department, Attention: Director, 3300 Forest Hill Boulevard, B246, West Palm Beach, Florida 33406.

Section 2.02 Adjustment to Annual Rent. Upon the second anniversary of the Rental Commencement Date (hereinafter referred to as the "Adjustment Date") and upon each anniversary of the Adjustment Date thereafter during the Term of this Lease or any renewal hereof, the Annual Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for All Urban Consumers, All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor hereinafter referred to as "C.P.I.". On the Adjustment Date, the then current Annual Rent shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month which is sixty (60) days prior to the Adjustment Date ("Current CPI Date"), and, the denominator of which shall be the CPI value for the month of the preceding year which is twelve (12) months prior to the Current CPI Date. In no event shall the Annual Rent after adjustment be less than

One Hundred Three Percent (103%) of the Annual Rent for the immediately preceding period. In the event that during the Term of this Lease the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information mutually agreed upon by the parties hereto.

Section 2.03 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent," whether or not the same is specifically so designated and School Board shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to School Board relating to the Annual Rent. In the event that Tenant wishes to have the Leased Premises released from the COPs Ground Lease, Tenant shall on the Commencement Date pay to School Board Ten Thousand Dollars (\$10,000) which the School Board shall use to pay the expenses associated with modification of the COPs Ground Lease. The School Board shall return all unused funds to Tenant following the modification of the COPs Ground Lease.

Section 2.04 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal

Property Taxes. Tenant shall pay all applicable sales taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent even though the applicable statute or ordinance may propose to impose such tax against School Board. Tenant shall pay before delinquency all personal property taxes assessed against Tenant's Communications Equipment. Additionally, Tenant shall pay directly to the Palm Beach County Tax Collector any ad valorem taxes levied against the Leased Premises or Tenant's Communications Equipment, Tenant's leasehold interest or Tenant's personal property attributable to Tenant's Lease. School Board shall have no obligation to provide Tenant of notice of any proposed or levied taxes, even if School Board receives actual notice of same. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any ad valorem tax assessment or billing for which Tenant is wholly or partly responsible for payment under this Lease. School Board shall reasonably cooperate with Tenant in filing, prosecuting and perfecting any appeal or challenge to ad valorem taxes as set forth in this paragraph, including but not limited to, executing any consent to appeal or other similar document.

Section 2.05 Unpaid Fees, Holdover. In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the maximum rate permitted by law shall accrue against the delinquent payment(s) from the date due until the date payment is received by the School Board. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, School Board shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to School Board pursuant to this Lease, subject to applicable cure periods set forth in this Lease, or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to

vacate and relinquish possession of the Leased Premises at the expiration or earlier termination of this Lease, Tenant shall be liable to pay to School Board during the entire period of such holdover, the maximum rent, as provided for in Chapter 83.06, Florida Statutes, as amended from time to time.

Section 2.06 Intentionally Deleted.

Section 2.07. Intentionally Deleted.

Section 2.08. Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The School Board may accept any check or payment without prejudice to School Board's right to recover the balance due or to pursue any other remedy available to School Board pursuant to this Lease or under the law.

ARTICLE III INSTALLATION OF COMMUNICATIONS EQUIPMENT

Section 3.01. Tenant's Work.

(a) **Initial Installation.** Attached hereto as Exhibit "B" is an exhibit describing the approximate location of the Improvements to be installed by Tenant; the parties agree that the exact location of said Improvements within the Leased Premises is subject to approval by all necessary governmental authorities. Prior to commencing construction of the Improvements, Tenant shall submit detailed plans and specifications for the construction and installation of the Improvements to the Real Estate Services Department of School Board for written approval prior to submission for building permits. Upon approval by School Board, the detailed plans and specifications approved by School Board shall be referred to as the "Approved Plans". In the event, School Board and Tenant are unable to mutually agree upon the Approved Plans within sixty (60) days after Tenant's submission of the plans to School Board, Tenant shall have the right to terminate this Lease, and thereafter the parties shall be relieved of all obligations arising under this Lease. For purposes of this paragraph, the School Board's Chief of Facilities Management shall be authorized to approve or reject on behalf of School Board the plans submitted by Tenant.

(b) **Alterations.** Tenant shall not at any time construct or install any additional antennas or equipment or make any improvements, additions, modifications or alterations other than those approved by School Board pursuant to Section 3.01(a) hereof without the prior written consent of School Board, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, or anything in this Lease to the contrary, Tenant shall be permitted, without obtaining School Board's consent and subject to the non-interference provisions in Section 4.02 below, to do the following: (i) repair, modify, replace or add to its Communications Equipment; and (ii) repair, modify and replace its Communications Equipment located on the Tower, provided said repair, modification or replacement does not adversely affect

loading or structural integrity of the Tower. In the event Tenant proposes to construct any installation, alteration, improvement, or modification of its antennas or equipment other than those permitted by the Approved Plans or the immediately foregoing sentence, Tenant shall submit to School Board conceptual plans and specifications for such proposed antennas and/or equipment (the "Alterations"). In the event School Board approves such Alterations, Tenant shall prepare and submit to School Board for approval detailed plans as required by Section 3.01(a) and otherwise comply with the terms of this Article III. All Alterations constructed by Tenant shall be deemed a part of Tenant's Communications Equipment, and, within ninety (90) days after expiration or earlier termination of this Lease, shall be removed by Tenant and Tenant shall repair any damage caused by the removal of the Communications Equipment and Alterations, using materials of like kind and quality. If Tenant is required to remove the Tower, Tenant shall remove the foundation one foot (1') below grade. At the option of School Board, upon expiration or earlier termination of this Lease, Tenant shall leave the Tower.

(c) **Governmental Approvals.** Tenant shall obtain, at Tenant's sole cost and expense, all other approvals, including but not limited to School Board, state and federal permits and consents necessary for construction of the Tower, and, installation of Tenant's Communications Equipment and shall further be responsible for all conditions which may be imposed in connection with such approvals. Tenant acknowledges that School Board's approval of the conceptual and detailed design and construction plans as aforesaid is for consistency with the terms, conditions and intent of this Lease only and in no way constitutes regulatory approval by the School Board thereof. Tenant also acknowledges that it will not use this Lease, or the requirements of this Lease, as a basis for argument that Tenant should be relieved of, or have modified conditions and/or interpretations of any governmental regulatory requirements. Nothing contained herein shall be construed to alter, limit or eliminate the obligation of the parties to comply with applicable ordinances, statutes and laws relating to such approvals. School Board's Chief of Facilities Management ("CFO") shall execute such applications and/or consents as may be reasonably required to facilitate the issuance of permits and approvals for the Tower and Tenant's installation of the Communications Equipment.

(d) **General Installation Guidelines.** All work performed by Tenant pursuant to this Lease shall be performed by Tenant at Tenant's sole cost and expense, shall be performed only by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner and, as applicable, shall be diligently prosecuted to completion substantially in accordance with the Approved Plans, and all applicable governmental laws, regulations, rules, codes and orders. Tenant, its contractors, subcontractors, laborers, materialmen, suppliers and professionals shall exercise diligent care and caution in the installation, construction, maintenance, and repair of the Communications Equipment or any appurtenances thereto, in order to avoid physical damage to the School and School Board's improvements thereon. In the event of such damage, Tenant shall promptly repair said damage using materials of like kind and quality, restoring it to its condition prior to damage by Tenant, at Tenant's sole cost and expense. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right at any time during the Term of this Lease to make routine and necessary repairs (including replacements if necessary) to Tenant's Communications Equipment. Tenant agrees and acknowledges that all

work performed by Tenant pursuant to this Lease is performed and accomplished solely for the benefit and convenience of Tenant and not for the benefit of School Board, such work being nonetheless subject to each and every provision of this Lease.

(e) **Construction Bonds.** Tenant shall ensure that construction of the Tower and installation of the Communications Equipment and Alterations, and any other work performed by Tenant at the Leased Premises, is performed to completion and, as applicable, in accordance with the Approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to School Board prior to commencement of any improvements, a bond, drawn in a form and issued by a company approved by School Board in the amount of \$150,000.00, guaranteeing compliance by Tenant of its obligations arising under this Section 3.01(e).

(f) **Contractor Requirements.** Tenant shall also require contractors to furnish School Board a payment and performance bond for the benefit of School Board equal to the cost of the Improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of School Board endorsed thereon, in such amounts and in such manner as School Board may reasonably require. School Board may require additional insurance for any alterations or improvements approved hereunder, in such amount as School Board reasonably determines to be necessary.

(g) **No Liens.** Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by School Board to subject the estate of School Board to liability under the Construction Lien Law of the State of Florida, it being expressly understood that School Board's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by School Board, Tenant shall file a notice satisfactory to School Board in the Public Records of Palm Beach County, Florida stating that School Board's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within twenty (20) days from the date Tenant received notice of such filing. In the event that Tenant fails to satisfy or transfer such claim within said twenty (20) day period, School Board may do so and thereafter charge Tenant, and Tenant shall promptly pay to School Board upon demand, as Additional Rent, all costs incurred by School Board in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, Tenant agrees to indemnify, defend, and save School Board harmless from and against any damage or loss incurred by School Board as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF BY TENANT

Section 4.01 Use. Tenant shall use the Leased Premises solely and exclusively for installation, operation and maintenance of a communications facility, and shall use the Access and Utility Easement Area solely in connection with its use of the Leased Premises. The frequencies to be utilized at the Leased Premises by Tenant are set forth in Exhibit "F" attached hereto (hereinafter the "Frequencies"). Notwithstanding the designation of the Frequencies in Exhibit "F", Tenant shall have the right at any time, without obtaining School Board's consent, to change or add to the Frequencies, provided use of such new frequencies does not violate the non-interference provisions of Section 4.02 hereof. Tenant shall not use, or suffer the use of the Leased Premises or the Access and Utility Easement Area for any other use, business, or purpose other than those specifically permitted hereby. School Board reserves the right to use space on the Tower, as set forth in Article I of this Lease, so long as School Board does not interfere with Tenant or any other communication user as set forth in Section 4.02 below.

Section 4.02 Interference. The parties mutually agree not to cause any measurable interference with the then existing communications equipment of the other party (and additionally, School Board agrees not to cause any measurable interference with the then existing communications equipment of any Additional User), and agree not to utilize, except as otherwise permitted under this Lease, or otherwise interfere with a frequency not allocated to such party on Exhibit "F" of this Lease (and in the case of an Additional User, the Additional User shall not utilize or otherwise interfere with a frequency not allocated to such Additional User in its agreement with Tenant), as the same may be amended from time to time. School Board, Tenant and Additional Users are collectively referred to herein as "Communications Users". No Communications User shall modify its communications equipment, including, without limitation, any antenna or associated combined multicoupler, cross band couplers, or other components of said party's receive and transmit antenna systems, in a manner which measurably reduces either the reception capacity or transmission capability of the then existing communications equipment of any other Communications User. For purposes of this Section 4.02, which shall be referred to herein as the "Interference Provision", a Communications User will be deemed an "Interfering Party" if it introduces any activity or change, modification, or addition to its communications equipment, or its use of the Leased Premises or power supply, that measurably interferes with the then existing communications equipment of any other Communications User ("Affected Communications User"), or otherwise measurably interferes with a frequency then being used by another Communications User at the site (provided said frequency is properly licensed to said Communications User and is operating within its licensed bandwidth). In the event of any such interference, the Interfering Party, upon receipt of written notice of a violation of the Interference Provision ("Interference Notice"), shall immediately take all steps necessary at its sole cost to correct and eliminate such interference. In the event the Interfering Party is unable to cure such interference within forty-eight (48) hours after receipt of an Interference Notice, the Interfering Party shall immediately power down its communications equipment causing the interference, or otherwise stop the activity causing the interference, until such time as the interference has been cured; provided, however, after expiration of the initial forty-eight (48) hours, the Interfering Party shall be allowed to temporarily turn up power to the communications equipment which caused

the interference for intermittent testing purposes only. As relates to (i) interference between the School Board and Tenant or (ii) the School Board's interference with an Additional User, the School Board's or Tenant's (as applicable) failure to comply with this Interference Provision shall constitute a material default under this Lease; and as relates to an Additional User's interference with the School Board, the Additional User's failure to comply with this Interference Provision shall constitute a material default under its agreement with Tenant). Prior to installation of any communications equipment in the Leased Premises utilizing a frequency other than identified in Exhibit "F" of this Lease (or in the case of an Additional User as identified in its agreement with Tenant), the party proposing such installation shall obtain at its sole cost and expense an intermodulation study performed by a licensed engineer to determine the compatibility of the new frequencies to be utilized with the frequencies then being used by any then existing Communications User (provided said frequencies are properly licensed to said user and are operating within their licensed bandwidth) or frequencies legally allocated to any then existing Communications User under its agreement with Tenant. Copies of said intermodulation studies shall be provided to all Communications Users not less than sixty (60) days prior to installation of the communications equipment utilizing such additional frequencies. Any Communications User shall be entitled to respond with any comments or objections they may have with respect to the proposed installation within thirty (30) days of receipt of the intermodulation study. The failure to timely respond with objections to the proposed installation will operate as an absolute waiver of the right to subsequently object to the frequencies and equipment identified in the intermodulation study. In the event the intermodulation study indicates that said new frequencies will or are likely to measurably interfere with the frequencies then being used by any then existing Communications User (provided said frequencies are properly licensed to said Communications User and are operating within their licensed bandwidth) or frequencies legally allocated to any then existing Communications User under its agreement with Tenant, then such party shall not proceed with said installation unless a plan to mitigate the interference is agreed upon by the Affected Communications User(s). Notwithstanding anything contained in Article XII of this Lease to the contrary, violation by a Communications User of the provisions of this Interference Provision shall be enforceable in equity by injunction and/or specific performance. Tenant hereby agrees to include the provisions of this Interference Provision in any future agreement granting Additional Users the right to install communications equipment on or within the Leased Premises. Neither party shall have any liability or obligation to the other party to seek to enforce the terms of this Interference Provision against any Additional User (other than to include this Interference Provision in all future agreements with Additional Users) and each party releases the other from and waives any and all claims against the other with respect thereto and agrees to pursue enforcement of this Interference Provision directly against such Additional User. Nothing contained in this Interference Provision shall be construed to alter Tenant's obligation to obtain School Board's approval pursuant to Article III of any equipment installations, improvements or alterations by Tenant.

Section 4.03 Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon or within the School, Improvements, Access and Utility Easement Area or Leased Premises, commit or permit the maintenance or commission of any legal nuisance or other act or thing which unreasonably interferes with School Board's or any third parties' quiet enjoyment of

the School or Improvements or results in physical damage to the Improvements or which may materially and adversely affect School Board's fee interest in the School or results in an unreasonably unsightly condition. Tenant shall promptly cause any and all trash or discarded materials, including but not limited to construction materials used and/or generated by Tenant, to be removed from the School, Improvements, Access and Utility Easement Area and Leased Premises at Tenant's sole cost and expense.

Section 4.04 Governmental Regulations. Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated by all municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to Tenant's use of the School, Improvements, Access and Utility Easement Area and Leased Premises generally. School Board agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to its use of the School, Improvements, Access and Utility Easement Area and Leased Premises generally. Tenant shall indemnify, defend and save School Board harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section, unless Tenant's failure results from the acts or omissions of School Board or its agents, employees or contractors.

Section 4.05 Non-Discrimination. Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and School Board's Policy No. 7.081, as same are applicable to Tenant's use of the Leased Premises and Access and Utility Easement Area and shall not discriminate against any individual on the basis of their religion, race, national origin, color, sex, marital status, parental status or handicap with respect to any activity occurring under this Lease.

Section 4.06 Surrender. Upon termination or expiration of this Lease, Tenant, at its sole cost and expense shall within ninety (90) days remove the Communications Equipment and Tenant's personal property, removable fixtures, equipment and Alterations from the Leased Premises and shall repair any physical damage caused by the removal of the same, using materials of like kind and quality, reasonable wear and tear and damage caused by casualty excepted.

Section 4.07 Hazardous Substance. For purposes hereof, "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or byproduct, contaminant or pollutant as defined or regulated by Environmental Laws. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Tenant shall not use, maintain, store or dispose of any Hazardous Materials, chemicals or other agents used or produced in Tenant's operations, at the Leased Premises or in its use of the Access and Utility Easement Area, in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the disposal of Hazardous Materials upon the School, Access and Utility Easement Area or Leased Premises or upon adjacent lands (except as is necessary for Tenant's operations and then only if Tenant does so in compliance with Environmental Laws) and shall operate and occupy the Leased Premises and use the Access and Utility Easement Area in compliance with all

Environmental Laws.

Any disposal by Tenant of a Hazardous Material in violation of Environmental Laws, shall be reported to School Board promptly upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Leased Premises or the Access and Utility Easement Area, or emanating from the Leased Premises or the Access and Utility Easement Area, or onto adjacent lands, as a result of the acts of Tenant, or Tenant's agents, contractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless School Board from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by School Board, including reasonable attorney's fees and costs at trial and on appeal, which may arise as a result of any violation of Environmental Laws or the disposal of any Hazardous Materials by Tenant, or Tenant's agents, contractors or employees at the School. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that School Board would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE

Section 5.01 Responsibility of Tenant. Tenant shall keep and maintain the Leased Premises (excluding the portions being used by the School Board), Communications Equipment, the Improvements, and all Alterations, in good condition and repair and in a clean condition, free of refuse, trash, and rubbish, at Tenant's sole cost and expense, reasonable wear and tear and damage caused by casualty excepted. Tenant shall be responsible for any repairs to the Leased Premises, the Access and Utility Easement Area, the Tower, Tenant's Communications Equipment and all Alterations necessitated by the negligent or intentional acts of Tenant or Tenant's employees, agents, or contractors. Tenant shall provide School Board with sixty (60) days advance notice of any such work which may reasonably be foreseen by Tenant to impact the School Board's operations at the School. The notice required under this Section shall describe in detail the type of work to be performed. Tenant shall cooperate with School Board to devise a plan to permit such work and minimize the impact of such work to School Board. Tenant shall be responsible for all costs associated with preparation of and implementation of such plan. Notwithstanding the foregoing, in the event of an emergency, Tenant shall have no duty to provide such advance notice as a result of undertaking any work necessary as a result of such emergency. For purposes of this Section 5.01, an "emergency" shall be defined as the occurrence of an event that threatens immediate harm to persons or property or otherwise causes technical interference with the operation of Tenant's Communications Equipment.

Section 5.02 School Board's Right to Inspect. School Board or School Board's agents shall have the right to visually inspect the Improvements, Leased Premises, Communications Equipment and Tenant's Alternations. School Board shall conduct such inspections in a manner that does not unreasonably interfere with or disrupt Tenant's operations.

ARTICLE VI INSURANCE

Section 6.01 Insurance. Tenant shall, at its sole expense, maintain in full force and effect at all times during the life of this Lease, insurance coverages, limits, including certificates, as described herein. The requirements contained herein, as well as School Board's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease.

Section 6.02 Commercial General Liability. Tenant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless approved by School Board's Employee Benefits and Risk Management Department. This coverage shall be provided on a primary basis as it relates to Tenant's negligence.

Section 6.03 Business Automobile Liability. Tenant shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

Section 6.04 Worker's Compensation Insurance & Employers Liability. Tenant shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. This coverage shall be provided on a primary basis.

Section 6.05 Additional Insured. Tenant shall cause School Board to be provided Additional Insured coverage equivalent to that provided by a CG 2026 Additional Insured - Designated Person or Organization endorsement to the Commercial General Liability. This Additional Insured coverage shall extend to the interests of "School Board of Palm Beach County, Florida, a corporate body politic under the laws of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsements shall provide coverage on a primary basis.

Section 6.06 Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the School, Improvements, Leased Premises or to any equipment or property contained therein, resulting from

any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by either party.

Section 6.07 Certificate(s) of Insurance. Immediately following execution of this Lease by Tenant, Tenant shall deliver to School Board a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate (s) of Insurance should be mailed to and reference in the "CERTIFICATE HOLDER" box (ACCORD FORM or its equivalent) the following:, Real Estate Services Department, 3318 Forest Hill Boulevard, B246, West Palm Beach, FL 33406.

Section 6.08 Umbrella or Excess Liability. If necessary, Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit of not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The School Board shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Section 6.09 Right to Review. School Board, by and through its Employee Benefits and Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to periodically (i) review, reject or accept any required certificates of insurance, including limits of coverages noted thereon, to the extent said certificates of insurance are not in compliance with this Article VI, and (ii) reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease. School Board further reserves the right, but not the obligation, to review and reject any insurer providing coverage because said insurer fails to maintain a rating of at least "B++" by AM Best rating service or failure to operate legally.

ARTICLE VII INDEMNIFICATION OF SCHOOL BOARD

Tenant shall, in addition to any other obligation to indemnify the School Board, and to the fullest extent permitted by law, protect defend, indemnify and hold harmless the School Board, their agents, officers, elected officials and employees from and against any and all claims, suits, actions, liabilities, losses (including economic losses), and costs arising during the Term of this Lease or any renewal hereof for any actual or alleged bodily injury, sickness, disease or death and/or damage to property, including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted from any actual or alleged act or omission of Tenant, or anyone directly or indirectly employed by Tenant, sustained in or about the School,

Improvements, Access and Utility Easement Area or Leased Premises, by reason or as a result of the use and occupancy of the School, Improvements, Access and Utility Easement Area or Leased Premises by the Tenant, its agents, employees, and contractors, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees at trial and on appeal, expenses and liabilities incurred in and about the defense of any such claim. In the event School Board shall be made a party to any litigation commenced against the Tenant as a result of Tenant's use of the School, Improvements, Access and Utility Easement Area or Leased Premises, or by the Tenant against any third party relating to Tenant's use of the School, Improvements, Access and Utility Easement Area or Leased Premises, then Tenant shall indemnify, defend, and hold School Board harmless and pay all costs and attorney's fees incurred by School Board in connection with such litigation, and any appeals thereof. Notwithstanding the foregoing, Tenant shall have no obligation pursuant to the immediately preceding sentence relating to claims or damages that are judicially determined to be attributable to School Board's negligent or intentional acts or omissions. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Tenant under workers' compensation acts; disability benefits acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the School Board to enforce this agreement shall be borne by Tenant. Tenant recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the School Board in support hereof according to the laws of the State of Florida. This section shall survive the termination of this Lease. Whether the cause of any damage, loss, or liability is insurable, insured or not insured, foreseen or unforeseen, neither party hereto nor its representatives, agents contractors, subcontractors, invitees or licensees shall in any event be liable to the other party or its representatives, agents, contractors, subcontractors, invitees or licensees for claims for anticipatory profits, consequential, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever, whether arising in tort, contract, warranty, strict liability, by operation of law, or otherwise, even if by such party's, its representatives', agents', contractors', subcontractors', invitees' or licensees' negligence or fault, connected with or resulting from performance or non-performance under this Lease or as a result of the construction, maintenance, operation or use of the School, the Leased Premises, the Improvements, or the Access and Utility Easement Area by either party.

ARTICLE VIII DAMAGE OR DESTRUCTION

In the event the Improvements are destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same are rendered untenable, in whole or in part, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Improvements or Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations for more than ninety (90) days, then Tenant may at any time following such fire or other casualty terminate this Lease upon fifteen (15) days written notice to School Board. In the event Tenant elects to terminate this Lease, Tenant shall vacate and surrender the area occupied by Tenant as required

hereby, whereupon the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing. Annual Rent shall be prorated to the date of any such termination of this Lease and School Board shall refund any balance owing to Tenant promptly upon demand. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination. Annual Rent shall be abated during the restoration period following any fire or other casualty, up to a maximum of six (6) months.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, collaterally assign, or encumber this Lease, in whole or in part, without prior written consent of School Board, which may not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing or anything in this Lease to the contrary, Tenant may sell, assign, or transfer this Lease or sublet the area occupied by Tenant without any approval or consent of School Board to Tenant's principal, affiliates, subsidiaries of its principal or affiliates, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the School is located by reason of a merger, acquisition, or other business reorganization. School Board may assign, mortgage, pledge, collaterally assign, or otherwise transfer its interest in this Lease, in whole or in part, without the prior written consent of Tenant. Tenant may sublease any portion of the Leased Premises at its sole discretion, upon notice to School Board. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Subtenant" and any other similar term shall apply to any situation by which Tenant allows a third party use of the Leased Premises for co-location. All rights and responsibilities of Tenant set forth in this Lease shall be enjoyed by and binding on any Subtenant. In the event Tenant subleases any portion of the Leased Premises, in accordance with this Lease, any rental paid by any Subtenant(s) shall be divided between the School Board and the Tenant in the following manner: to the School Board, the greater of (i) 50% of the annual gross sublease rent, or (ii) \$9,000 per year; and the remainder of the annual sublease rent to Tenant. The Tenant shall be responsible for the collection and remittance of rents paid by the Subtenant, however, the Tenant shall have no liability to the School Board in the event of failure of payment by Subtenant. All subtenants shall sign a tri-party agreement substantially in the form attached hereto as Exhibit "I", which shall be executed by Tenant, its Subtenant and School Board. For purposes of this paragraph, the School Board's Chief Operating Officer shall be authorized to approve and execute said tri-party agreement on behalf of the School Board without the need for any action or approval of the School Board. Provided there is sufficient ground space within the Leased Premises to accommodate the communications equipment of an Additional User, Tenant shall make reasonable efforts to sublease available space on the Tower to Additional Users that are referred to Tenant by the School Board. All inquiries received by the School Board regarding the leasing of space on the Tower shall be referred directly to Tenant. Tenant shall provide School Board with a written explanation if Tenant is unable to successfully negotiate a Sublease with any entity referred to Tenant by School Board.

ARTICLE X UTILITIES

Tenant is responsible for obtaining, and paying for all costs and charges for, all utilities that it may require. Tenant shall construct and install at its sole cost and expense, a separate meter, measuring the consumption of electricity associated with Tenant's use of the Communications Equipment. Tenant shall pay the utility provider directly for its respective utility charges. Tenant shall be responsible for all costs incurred by School Board in repairing any damage to the School caused by the negligent or intentional acts of Tenant or Tenant's employees, agents or contractors, and Tenant shall reimburse School Board for all said costs within thirty (30) days after demand therefore. Said demand shall include an invoice detailing the reasonable repair costs. Notwithstanding anything herein to the contrary, in no event shall School Board be liable for any interruption of power or other utility service to the Leased Premises.

ARTICLE XI ACCESS

Tenant shall have the right to enter upon the Leased Premises at all times twenty-four (24) hours a day, seven (7) days a week in order to gain access to its Communications Equipment. Tenant shall comply with any reasonable security procedures established by School Board to prevent unauthorized access to the Communications Equipment and the School generally. School Board's current procedures are attached hereto as Exhibit "J". School Board may, in its reasonable discretion, from time to time revise or amend these procedures upon written notice to Tenant, provided said revisions or amendments do not increase Tenant's monetary obligations under this Lease or interfere with Tenant's twenty-four (24) hours a day, seven (7) days a week access to the Leased Premises. Tenant and School Board shall each designate emergency contact personnel to notify in case of an emergency requiring access to the Communications Equipment.

ARTICLE XII DEFAULT

Section 12.01 Default by Tenant. The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after Tenant receives written notice from School Board notifying Tenant of such failure to make said payment by the due date thereof; (ii) Tenant's failure to perform or observe any other term, covenant, or condition of this Lease on Tenant's part to be performed hereunder and such failure continues for a period of more than thirty (30) days after the date Tenant receives written notice from School Board notifying Tenant of the specific failure, provided, however, Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or (iii) Tenant's leasehold estate being taken by execution, attachment or process of law or any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, School Board shall have the right to pursue such remedies as may be available to School Board under the law, including,

without limitation, the right to give Tenant notice that School Board intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the School Board is so notified, this Lease will continue.

Section 12.02 Default by School Board. School Board shall not be in default unless School Board fails to perform obligations required of School Board within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to School Board, specifying wherein School Board has failed to perform such obligations; provided, however, that if the nature of School Board's obligations is such that more than thirty (30) days are required for performance then School Board shall not be in default if School Board commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XIII

INTENTIONALLY DELETED

ARTICLE XIV QUIET ENJOYMENT

Section 14.01 Upon payment by the Tenant of the Annual Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the rights granted hereunder for the Term hereby demised (including any renewals and extensions thereof) without hindrance or interruption by School Board or any other person or persons lawfully or equitably claiming by, through or under the School Board, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XV CONDEMNATION

If the Leased Premises, Access and Utility Easement Area or any part thereof, or any Improvements, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, School Board shall be entitled to the entire award therefore, including, without limitation, any award relating to both Tenant's leasehold estate and School Board's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to School Board all right, title and interest in such award and, upon request, shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses and business damages. In the event of a total taking of the Leased Premises, this Lease shall terminate upon the date title vests in the condemning authority. In the event of such termination, the Annual Rent shall be prorated to the date of termination.

School Board shall refund any remaining balance to Tenant after Tenant has vacated the Leased Premises and complied with all of its obligations arising hereunder prior to such termination, or as a result of such termination. Thereafter, the parties shall be relieved of all further obligations hereunder. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination.

In the event of condemnation of the Leased Premises, Access and Utility Easement Area or any portion thereof, and, if such condemnation may reasonably be expected to disrupt Tenant's operations at the Leased Premises for more than forty-five (45) days, Tenant may terminate this Lease upon fifteen (15) days written notice to School Board. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Entire Agreement. This Lease and any Exhibits attached hereto and forming a part hereof, as if fully set forth herein, constitute all agreements, conditions and understandings between School Board and Tenant. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon School Board or Tenant unless reduced to writing and signed by them.

Section 16.02 Notices. All notices, consents, approvals, demands and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Tenant at:
Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

(b) If to the School Board at:
Real Estate Services Department
Attn.: Director
3318 Forest Hill Boulevard, B246
West Palm Beach, FL 33406

with copies to:
School Board of Palm Beach County, Florida
Attn.: Chief Counsel
3318 Forest Hill Boulevard, C302
West Palm Beach, FL 33406

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 16.03 Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16.04 Broker's Commission. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and agrees to indemnify, defend and hold harmless School Board from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 16.05 Waiver. The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by either party to or of any act by other party requiring first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent to or approval of any subsequent similar act by the other party. No waiver of any provision of this Lease shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Section 16.06 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH

THIS LEASE.

Section 16.07 Governing Law. This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 16.08 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from School Board's public health unit.

Section 16.09 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 16.10 Non-exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16.11 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.12 Effective Date of Agreement. This Lease is expressly contingent upon the approval of the School Board, and shall become effective only when signed by Tenant and duly authorized representatives of the School Board.

Section 16.13 Force Majeure. Any party delayed by a Force Majeure Event, as defined herein, in performing under this Lease shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Lease. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, or labor dispute.

Section 16.14 Intentionally Deleted

Section 16.15 Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

Section 16.16 Recording. School Board agrees to execute a Memorandum of this Lease which Tenant may record in the Public Records of Palm Beach County, Florida. Within thirty (30) days of the expiration or earlier termination of this Lease, Tenant shall provide the School Board with an acknowledgement that this Lease has expired or been terminated, in recordable form, reasonably sufficient to allow any title exception for the Memorandum of Lease to be deleted.

Section 16.17 Headings. The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 16.18 Amendment. This Lease may be modified and amended only by written instrument executed by the parties hereto.

Section 16.19 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

Section 16.20 Public Entity Crimes. As provided in Florida Statutes 287.132-133, Tenant hereby certifies that, to its actual knowledge (without investigation), neither it, nor its affiliates, agents, contractors, employees, or suppliers who will perform work under this Lease have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) month period immediately preceding the Commencement Date of the Term of this Lease. This certification is required pursuant to Florida Statute 287.133(3)(a).

Section 16.21 Tenant's Property. School Board agrees and acknowledges that all of the Communications Equipment and personal property of Tenant shall remain the personal property of Tenant, and, may be removed by Tenant at any time, provided Tenant shall repair any damage caused by the removal of the same, using materials of like kind and quality. Upon expiration or earlier termination of this Lease, Tenant shall remove its Communications Equipment and personal property from the Lease Premises pursuant to Section 4.04 of this Lease. School Board expressly waives all rights of levy, distraint or execution with respect to Tenant's property, including without limitation, any statutory or common law security or landlord's lien for rent.

Section 16.22 Ownership Of Tower. All right, title and interest in and to the Tower and appurtenances thereto constructed by Tenant, excluding Tenant's Communication Equipment, cables, antennas and personal property, at the option of School Board, shall automatically vest in School Board upon the expiration or earlier termination of this Lease. Tenant shall, at its sole cost and expense, execute and deliver a bill of sale for the Tower and appurtenances, conveying all of Tenant's interest in same to School Board, prior to the expiration or earlier termination of this Lease. Notwithstanding the foregoing, School Board, at its sole option, may direct Tenant to remove, any or all of, the Tower upon the expiration or termination of this Lease. If Tenant is required to remove the Tower, Tenant shall remove the foundation one foot (1') below grade.

Section 16.23 Title. School Board covenants that School Board is seized of good and sufficient title and interest to the School and has full authority to enter into and execute this Lease. School Board covenants that there are no liens, judgments or impediments of title on the School, or affecting School Board's title to the same that would prohibit or interfere with the rights granted to Tenant under this Lease, other than the COPs Ground Lease. Finally, School Board covenants that there are no covenants, easements, restrictions or agreements binding on School Board or the School that prevent the use of the Leased Premises or the Access and Utility Easement Area granted hereunder by Tenant as set forth in this Lease.

Section 16.24 Rights Upon Sale. Should School Board, at any time during the term of this Lease, decide to sell all or any part of the School to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder, and any sale by School Board of the portion of the School underlying the Access and Utility Easement Area shall be under and subject to the right of Tenant in and to such right-of-way.

Section 16.25 Subordination and Non-Disturbance. Except for the COPs Ground Lease, this Lease shall not be subordinate to any ground lease, mortgage or other security interest which from time to time may encumber all or part of the School, unless the lessor under said ground lease and/or the holder of every such mortgage or other security interest shall recognize the validity of this Lease in the event of a termination of the ground lease and/or foreclosure of the mortgage or other security document and also Tenant's right to remain in occupancy of and have access to the Leased Premises and use of the Access and Utility Easement Area, as long as Tenant is not in default of this Lease beyond any applicable notice and cure period.

(The remainder of this page was left blank intentionally)

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

Signed in the Presence of:

WITNESS:

By: [Signature]
Name: STEVEN B. COLE

By: [Signature]
Name: SUSAN LONG

ATTEST:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP
d/b/a Verizon Wireless

By: [Signature]
Name: Hans F. Leutenegger
Title: Area Vice President, Network,
South Area

Date: 6-22-2005

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body
politic

By: _____
Thomas E. Lynch, Chairman

By: _____
Arthur C. Johnson, Ph.D., Superintendent

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Seal)

By: [Signature] 6/28/05
School Board Attorney

SCHEDULE OF EXHIBITS

| | | |
|-------------|---|---|
| EXHIBIT "A" | - | LEGAL DESCRIPTION OF SCHOOL |
| EXHIBIT "B" | - | SITE PLAN OF THE IMPROVEMENTS |
| EXHIBIT "C" | - | LEGAL DESCRIPTION OF THE LEASED PREMISES AND THE ACCESS AND UTILITY EASEMENT AREA |
| EXHIBIT "D" | - | TOWER AND SITE SKETCH |
| EXHIBIT "E" | - | INTENTIONALLY OMITTED |
| EXHIBIT "F" | - | FREQUENCIES |
| EXHIBIT "G" | - | SCHOOL BOARD'S ANTENNA |
| EXHIBIT "H" | - | SCHOOL BOARD'S GROUND SPACE |
| EXHIBIT "I" | - | TRI-PARTY SUBLEASE ACKNOWLEDGEMENT AGREEMENT |
| EXHIBIT "J" | - | SECURITY PROCEDURES |

EXHIBIT "A"

Legal Description of School

School site A: A parcel of land in section 5, Township 43 South, Range 41 East, palm Beach County, Florida being more particularly described as follows:

From a Palm Beach County brass survey disk in concrete marking the northeast corner of said section 5, run south $01^{\circ}54'44''$ West along the east line of said Section 5, a distance of 388.12 feet; thence departing from said east line south $88^{\circ}40'59''$ West, 100.16 feet to the POINT OF BEGINNING of the herein described parcel; thence run along the westerly line of the Seminole Water Control District Road E-11, South $01^{\circ}54'44''$ West, 1241.54 feet; thence departing from said westerly line, north $88^{\circ}54'58''$ West, 1788.50 feet; thence North $01^{\circ}47'02''$ East, 1197.60 feet; thence North $88^{\circ}40'59''$ East, 1793.12 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Site Plan of the Improvements

See Attached

SITE PLAN

3 OF 6

Job #:

044047457

EXHIBIT "C"

Legal Description of Leased Premises:

A Parcel of Land in Western Pines Middle School in Section 5, Township 43 South, Range 41 East, of Palm Beach County Florida, being more particularly described as follows:

Commencing at found 1/2" iron rod at SW Corner of the school site of Western Pines Middle School; thence N01°58'05"E along the west property line of the mentioned site for 214.94' ft. to a point; thence N89°55'41"E, 351.26' ft. to the "point of beginning"; thence N00°07'39"W, 120' ft.; thence N89°58'29"E, 100' ft. to an intersection with 6.0' ft. chain link fence; thence S11°37'30"W along and following the courses of that mentioned 6.0' ft. chain link fence 59.05' ft.; thence S21°43'57"W, 4.56' ft.; thence S26°41'32"W, 6.99' ft.; thence S35°35'49"W, 43.06' ft.; thence S73°54'52"W, 60.30' ft. to the point of beginning.

Legal Description of Access and Utility Easement Area:

Commencing at Northeast corner of Section 5, Township 43 South, Range 41 East of Palm Beach County; Thence S01°54'44"W, 388.12 feet; Thence S88°40'59"W, 100.16 feet; thence S01°54'44"W, 1013.69 feet; To the point of beginning of a centerline of a 20.0 foot wide Ingress and Egress Easement, that point of beginning is also located 227.85 feet North from Southeast corner of Western Pines Middle School and described as follows:

From that point of beginning; thence N89°41'39"W, 96.37 feet; thence S01°37'39"W, 109.35 feet. To a point of a curve to the right; said curve is concave to the North West, having a radius of 91.91 feet; a central angle of 83°00'55"; thence along the arc of said curve for 133.16' feet to a point of tangency; thence N89°55'50"E along the center line of a access school road; 1294.55 feet to a point of a curve to the right; said curve is concave to the North East, having a radius of 66.66 feet; a central angle of 90°03'12"; thence along the arc of said curve for 104.77 feet to the point of tangency; thence N0°09'06"E, 156.59 feet; thence N68°16'03"W, 68.85 feet to a point and end of this 20 foot wide of this Ingress and Egress Easement.

EXHIBIT "D"

Tower and Site Sketch

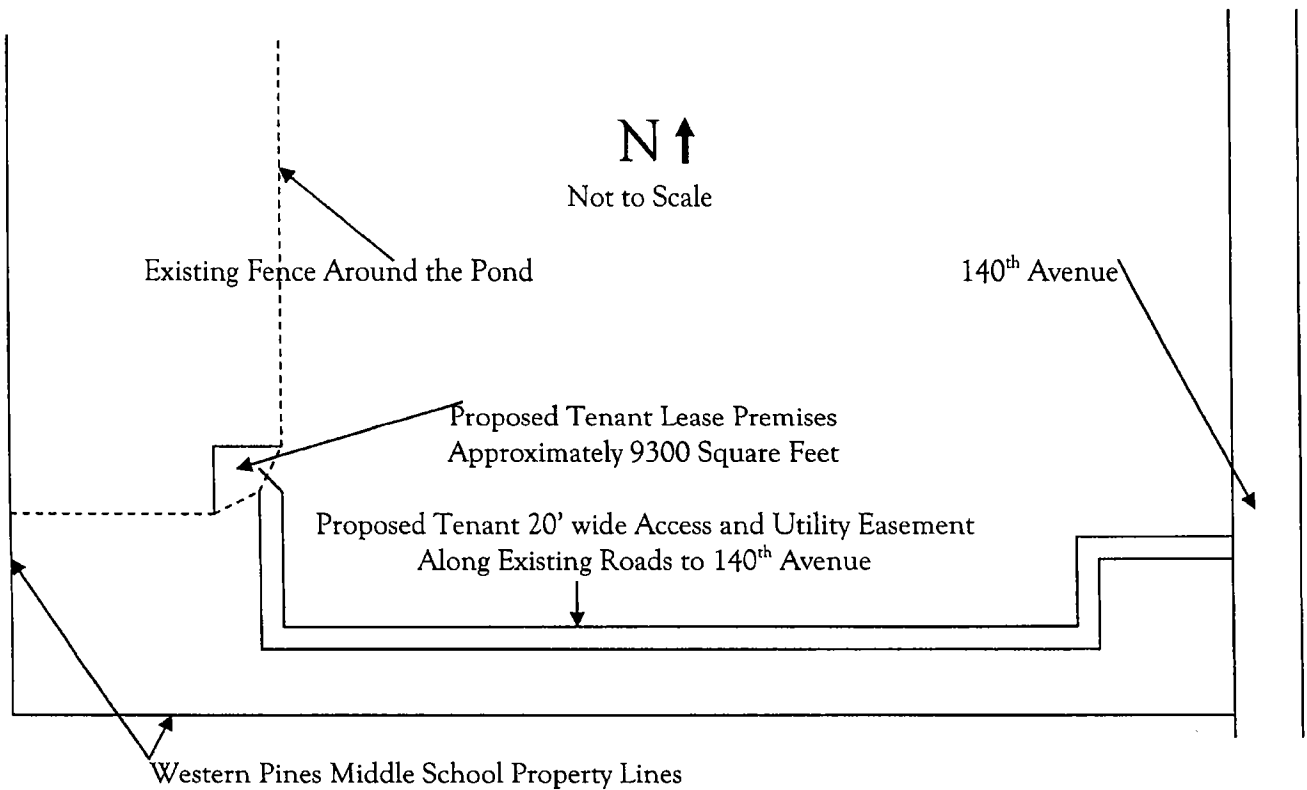
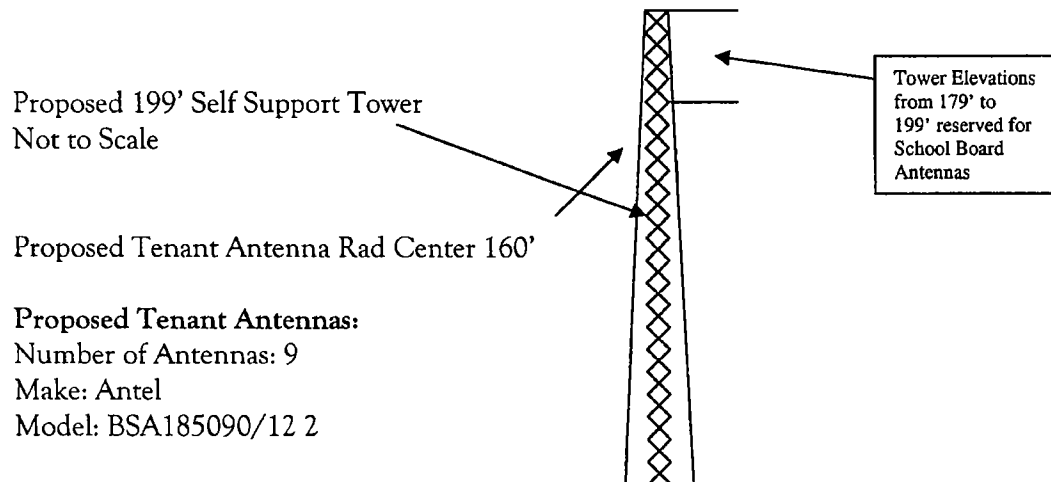


EXHIBIT "E"

Photo Simulations

Intentionally Omitted

EXHIBIT "F"

Frequencies

Tenant's Transmit Frequency Range:

TX 1950 - 1965

Tenant's Receive Frequency Range:

RX 1870 - 1885

EXHIBIT "G"

School Board's Antenna

Initial Proposed Installation:

Centerline: 194'

Antenna Make and Model:

Maxrad, Model #: MEB8133

Space Reserved for Future Installations:

From 179' to 199' on the Tower

EXHIBIT "H"

School Board's Ground Space

N ↑
Not to Scale

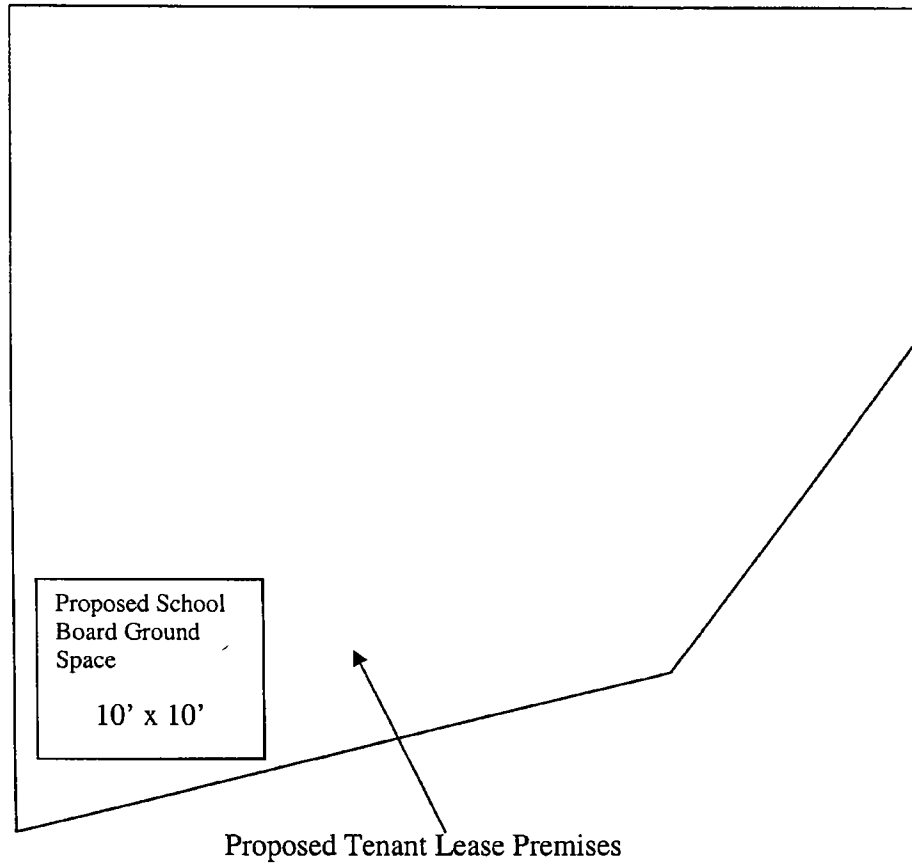


EXHIBIT "I"

Tenant's Site ID: Western Pines Middle School, Site No. 68243

TRI-PARTY SUBLEASE ACKNOWLEDGEMENT AGREEMENT

This Tri-Party Sublease Acknowledgement Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and among SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, existing under the laws of the State of Florida, hereinafter referred to as "Landlord", VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless, hereinafter referred to as "Tenant" and _____, a(n) _____, hereinafter referred to as "Subtenant".

RECITALS

WHEREAS, Landlord is the owner of certain real property situated in Palm Beach County, Florida, located at 5949 140th Avenue, Royal Palm Beach, FL 33411 upon which is situated the Western Pines Middle School, which property is legally described in Exhibit "A" attached hereto (hereinafter "the School").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated _____, 2005, hereinafter referred to as the "Prime Lease", whereby Tenant leased a portion of the School more particularly described therein (the "Leased Premises") for the purpose of constructing and operating a communications tower and facility.

WHEREAS, Subtenant desires to sublease from Tenant both ground space and tower space to install, maintain and operate a communications facility.

WHEREAS, Article IX of the Prime Lease requires any subtenant co-locating within the Leased Premises to execute this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. Pursuant to Article IX of the Prime Lease, Subtenant acknowledges that upon receipt by Tenant of any sublease rent paid by Subtenant under that certain _____ dated _____, 20__, by and between Tenant and Subtenant, hereinafter referred to as the "Sublease", Tenant is obligated to pay over to

Landlord the greater of (i) 50% of the annual gross sublease rent paid by Subtenant, or (ii) \$9,000 per year. In order to ensure that Landlord receives said payment, Subtenant hereby agrees with Landlord to timely pay Tenant all sublease rental due under the Sublease. In the event Subtenant fails to timely make any payment due under the Sublease, and such failure continues for more than fifteen (15) days after receipt of written notice from Tenant or Landlord, then, in addition to any of the remedies available to Tenant under the Sublease, Subtenant agrees that Landlord shall be entitled to exercise against Subtenant all remedies available to a landlord under a lease in the State of Florida, including the right to terminate the Sublease.

3. Subtenant's rights under the Sublease and its use of the Leased Premises is subject in all respects to the terms and conditions of the Prime Lease, including without limitation, the interference provisions set forth in Section 4.02 of the Prime Lease.

4. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the other by notice delivered in accordance with this paragraph):

Landlord: Real Estate Services Department
Attn.: Director
3318 Forest Hill Boulevard, B246
West Palm Beach, FL 33406

with copies to:
School Board of Palm Beach County, Florida
Attn.: Chief Counsel
3318 Forest Hill Boulevard, C302
West Palm Beach, FL 33406

Tenant: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Subtenant: _____

Attention: _____

Notice shall be effective upon mailing or delivering the same to a commercial courier,

as permitted above.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESS:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP
d/b/a Verizon Wireless

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: Hans F. Leutenegger

Title: Area Vice President, Network,
South Area

Date: _____

WITNESS:

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body
politic

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

Title: School Board's Chief Operating
Officer

Date: _____

WITNESS:

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "J"

Security Procedures

During normal school hours, Tenant shall be responsible to ensure that all personnel or contractors representing Tenant shall sign in at the School's main office prior to commencing any work and shall sign out at the School's main office prior to leaving campus, unless prior written exception has been granted by the School's principal.

On weekends, holidays or after normal school hours when the School is not open, Tenant's personnel and contractors shall call the Department of School Police (561) 434-8700 (24/7) and report entering or leaving the School.

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