

~~TENANT Site I.D.: Coconut Creek Government Center~~  
~~OWNER Site I.D.: 4868 West Copans Road~~  
~~SITE MANAGEMENT I.D.: CFLCOG20-3~~  
November 2, 2004

## SPACE LEASE AGREEMENT

THIS SPACE LEASE AGREEMENT ("Lease") made and entered into as of the <sup>9<sup>th</sup></sup> day of ~~December~~, 2004, between the CITY OF COCONUT CREEK, with a principal place of business at 4800 West Copans Road, Coconut Creek, Florida 33063 ("Landlord"), and Omnipoint Holdings, Inc., d/b/a T-Mobile with a principal place of business at 8100 SW 10<sup>th</sup> Street, Building 3, Suite 100, Plantation, FL 33324 ("TENANT").

### WITNESS:

- A. Landlord owns a certain tract of land, with improvements thereon, in the City of Coconut Creek at 5555 Regency Blvd. and commonly known as the Lakeside Park (the "Site").
- B. Landlord owns a tower on the Site for the transmission and reception of transmit and receive radio frequency signals (the "Tower").
- C. TENANT desires to lease space on the Tower and adjacent ground space for installation, operation and maintenance of certain equipment in conjunction with business activities conducted by TENANT.

### LANDLORD AND TENANT AGREE AS FOLLOWS:

#### ARTICLE I SPACE LEASED

Section 1.01. TENANT's Space: Landlord leases to TENANT the space, designated by Landlord, at the approximate foot level of the Tower as depicted on Exhibit A, together with approximately 60 square feet of ground space adjacent to the Tower (collectively, the "Space"), for installation, operation and maintenance by TENANT of equipment of the type listed or described on Exhibit A for broadcast operations including *only* those frequencies listed on Exhibit A or such other frequencies as may be approved by Landlord in writing.

#### ARTICLE II TERM

Section 2.01. Initial Term: The initial term of this Lease shall be ten (10) years commencing upon the first to occur: (i) thirty (30) days after the issuance of a building permit for the commencement of installation by TENANT, or (ii) three (3) months from the date of execution of this Lease by both TENANT and LANDLORD ("Commencement Date") or as amended by mutual agreement by both parties and terminating on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Article XIII.

Section 2.02. Renewal Term: This Lease shall automatically renew for four (4) successive renewal terms of five (5) years each thereafter (the "Renewal Terms"), unless at least sixty (60) days prior to the expiration of the applicable Term or any Renewal Term, either party shall have given the other party written notice of termination.

Section 2.03. Holdover by TENANT: If, after termination or expiration of this Lease, TENANT shall hold over and remain in possession of the Space or any part thereof, TENANT

shall be deemed a TENANT at sufferance, subject to the provision of this Lease. The rent payable during any holdover period shall be one hundred fifty percent (150%) of the rent in effect immediately preceding termination or expiration.

### **ARTICLE III** **RENT**

**Section 3.01. Payment of Rent:** TENANT shall pay Landlord, as rent, for the Space the amounts set forth on Exhibit B, together with any State, County or local taxes applicable, at the office of the Landlord. Rent shall be paid in monthly installments in advance, without prior notice or invoice by Landlord, on or before the first day of each month and without offset or deduction. Within forty-five (45) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to LANDLORD as rent Thirty Thousand and 00/100 Dollars (\$30,000.00) per year payable monthly ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to CityScape Consultants, Inc. (the Landlord's Site Manager) at the address specified herein. On each anniversary of the Commencement Date during the Term and any Renewal Terms, Rent shall be increased by four percent (4%) annually, which shall be cumulative.

**Section 3.02. Late Charges:** If any installment of rent is not paid within ten (10) days after the due date, or if any additional rent is not paid when due, TENANT shall pay a late charge equal to one and one-half percent (1 1/2%) of the amount of the outstanding balance due to Landlord. Late charges will be payable by TENANT on the first day of each succeeding month on all outstanding amounts, including previously assessed late charges. Late charge assessments shall be in addition to Landlord's other remedies under this Lease.

**Section 3.03 Due Diligence Period:** For thirty (30) days after the date upon which this Lease is fully executed by both parties (the "Due Diligence Period"), TENANT and its representatives shall have the right to enter upon the property to conduct geological or engineering tests, apply for and obtain applicable governmental permits and approvals and otherwise to do those things on or off the Site that, in the opinion of TENANT, are necessary to determine the feasibility or suitability of the Site for TENANT's intended use, all at TENANT's expense. Landlord shall cooperate with TENANT, at no cost to Landlord, in connection with obtaining any governmental approvals and permits required to use the Site for TENANT's intended use and shall execute such documentation required in connection with the same. TENANT shall not be liable to Landlord or any third party on account of any pre-existing defect or condition with respect to the Site, whether or not such defect or condition is disclosed by TENANT's inspection. If, in the sole opinion of TENANT, the Site is not suitable for TENANT's intended use, or TENANT determines that the operation of a communication facility on or within the Site would not be in TENANT's best interest, TENANT shall have the right at any time prior to the expiration of the Due Diligence Period to terminate this Lease by sending written notice of termination to Landlord. Thereafter, neither Landlord nor TENANT shall have any further obligation or liability under this Lease except as otherwise provided herein.

### **ARTICLE IV** **USE OF SPACE BY TENANT**

**Section 4.01. Prior Installations:** "Pre-Existing Tenants" shall be defined as those frequencies of all tenants having the right to broadcast and/or receive a signal from the Tower under existing leases or lease commitments, and any public safety communications facilities existing or planned for this Tower. On TENANT's behalf, Landlord has used its best efforts to provide TENANT with a list of all Pre-Existing Tenants and their frequencies to allow TENANT to evaluate the potential for interference, but Landlord has assumed no responsibility whatsoever in connection with this evaluation. TENANT agrees that Pre-Existing Tenants shall have prior rights on the Tower, and in the event that TENANT's signal is incompatible with or causes

interference to the signal of any Pre-Existing Tenant, then TENANT shall be solely obligated to effect necessary modifications to eliminate the interference or incompatibility. In the event TENANT does not promptly, and at its sole expense, correct the condition resulting in interference, Landlord may, upon giving forty-eight (48) hours prior written, fax or telephone notice to TENANT, turn off the electrical power to TENANT's equipment until the condition resulting in interference is corrected.

**Section 4.02. No warranty or Representation by Landlord:** NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LANDLORD WITH RESPECT TO THE SUITABILITY OF THE TOWER AND RELATED FACILITIES FOR TENANT'S RADIO FREQUENCY OPERATIONS AND TENANT'S INTENDED USE THEREOF.

**Section 4.03. TENANT's Installation and Maintenance:** All installation, construction, maintenance, repair, removal or relocation, except routine maintenance, of any of TENANT's equipment on the Space (hereinafter referred to as "TENANT's Work") shall require the prior written approval in the form of a permit of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Request for any approval shall be in writing in form of a permit, and furnished to Landlord at least ten (10) days prior to the proposed work, provided that repairs of an emergency nature may be requested by phone, fax or in person to Landlord's Site Engineer. Such requests shall state, with reasonable precision, the type of equipment to be worked on, the manner and time of the work to be performed, and the precautions to be taken to avoid interference with the equipment, activities, or operations of others. All TENANT's Work shall be performed in accordance with Good Engineering Practices and shall not interfere with the quiet and uninterrupted use and occupancy of the Site or the Tower by other tenant. Landlord shall have no responsibility for any TENANT's Work. TENANT shall promptly notify Landlord in writing upon completion of any TENANT's Work; and at any time thereafter, Landlord shall have the right, but not the obligation, to inspect the TENANT's Work to assure that it has been performed as required herein, and meets the requirements of Exhibit A hereto. If Landlord shall determine that the TENANT's Work has not been so performed, or does not conform with such requirements, TENANT shall remove or correct such work to the extent and in the manner required by Landlord. Upon TENANT's failure to do so within fifteen (15) days of written notification by Landlord, Landlord may remove or correct such work, and TENANT shall reimburse Landlord for all costs and expenses upon receipt of invoice.

**Section 4.04. Access:** TENANT shall have a twenty-four (24) hour, seven (7) day, right of access to the Space from an open and improved public road for inspection, repair, maintenance and replacement of its equipment; provided, however, that such access and activities shall not interfere with the use of the Tower by Landlord or any tenants or users. TENANT's right of access may be exercised only by a full-time employee or an authorized contractor or agent of TENANT. Landlord shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of TENANT's equipment located in the Space; provided, however, that Landlord shall use reasonable efforts to avoid interfering with the use of the Tower by TENANT; and, provided, further, that Landlord will telephonically notify TENANT before Landlord accesses the Space in order to allow TENANT the opportunity to have its personnel present. TENANT shall provide Landlord duplicates of any keys necessary to permit access to TENANT's equipment.

**Section 4.05. TENANT's Equipment:** The equipment installed by TENANT shall be and remain the property of TENANT and Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning TENANT'S Equipment. TENANT shall keep all of its equipment in safe condition at all times and in compliance with all applicable statutes, rules, regulations, orders, directives of any governmental body and other standards pertaining thereto and pertaining to the Space. TENANT, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses and approvals that may be required with respect to TENANT's

equipment, activities or operations by each governmental authority having jurisdiction. Upon termination of this Lease, any equipment not removed by TENANT within thirty (30) days after termination shall be deemed abandoned and shall become the property of Landlord.

**Section 4.06. Limitations on TENANT's Usage:** TENANT shall use the Space exclusively for its radio frequency receiving and transmission activities on the frequencies described on Exhibit A. TENANT shall not maintain or permit any nuisance or unsafe condition on the Site, the Tower or the Space.

**Section 4.07. Taxes and Liens:** TENANT shall pay all taxes imposed upon, or assessed with respect to TENANT's equipment, and shall indemnify and hold Landlord harmless from any tax liability, interest or penalties arising out of TENANT's occupation or use of the Space, after receipt by TENANT of reasonable evidence that such tax liability is directly attributable to TENANT's equipment. TENANT shall not allow any lien or encumbrance to be placed against the Site or the Tower. Upon the occurrence and continuation of a violation by TENANT under the provisions of this Section, Landlord, on seven (7) days written notice to TENANT, shall have the right to pay any such tax, lien or encumbrance, and any amounts so paid by Landlord, together with any reasonable expenses, including attorney fees, incurred by Landlord in connection therewith shall be reimbursed by TENANT upon receipt of invoice.

**Section 4.08. Utilities:** TENANT shall be responsible for furnishing and paying for all telephone services and for the cost of all electricity used by TENANT. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Site in order for the utility company to provide service to TENANT.

## **ARTICLE V** **INTERFERENCE**

**Section 5.01. Interference by TENANT:** Landlord has granted and intends to grant to other tenants facilities and/or rights which are similar to those granted herein to TENANT. TENANT shall conduct its activities in accordance with sound electric and engineering practices and will cooperate with other tenants and potential tenants so as to anticipate and prevent "Interference" (as hereinafter defined). In order to enable TENANT to coordinate the operation of its communications facilities with other wireless facilities, prior to allowing the installation of additional wireless facilities, the Landlord will notify TENANT and require such other wireless carrier to coordinate its installation and operation with TENANT to minimize the opportunity of interference. If any engineering report is submitted to or obtained by Landlord concluding that TENANT's radio frequency activities are causing Interference to any tenant, then TENANT shall promptly, and at its sole expense, correct the condition causing such Interference. In the event TENANT does not promptly correct such condition, Landlord may, after proper notice and opportunity to cure, turn off the electrical power to TENANT's equipment until the condition causing Interference is corrected, or the TENANT establishes to Landlord's satisfaction that TENANT's equipment is not the cause of such Interference.

**Section 5.02. Interference to TENANT:** Upon determination by Landlord that any other tenant on the Tower is causing Interference with TENANT's radio frequency activities and, except as otherwise provided in Section 4.01 above, Landlord will use its best efforts to cause the other tenant to promptly correct the condition causing the Interference.

**Section 5.03. Interference Defined:** As used herein "Interference" with a radio frequency activity shall mean a condition existing which constitutes Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the FCC then in effect.

**Section 5.04. Dispute as to Interference:** Any dispute as to whether Interference is being caused, or as to who is causing Interference, which remains unresolved for longer than seven (7) calendar days shall be submitted to a consulting electronic engineer who is not retained or otherwise employed by Landlord or any other tenant whose antenna is located on the Tower, and the determination of the consulting electronic engineer shall be final and binding on all parties. The consulting engineer shall be jointly selected by an engineering firm selected by Landlord, and by an engineering firm selected by the parties determined to be responsible for causing the Interference. If it is determined that all parties are equally responsible for the Interference, the expense of the consulting engineer shall be shared equally by the parties as determined to be responsible for causing the Interference.

**Section 5.05. Consolidation of Disputes:** Any dispute submitted for determination by the consulting electronic engineer selected in accordance with the provisions of Section 5.04 may, at the instance of Landlord or TENANT, be consolidated with any other related dispute between Landlord and any other tenant, for determination by such consulting engineer. No proceeding for determination of any such disputes by the consulting electronic engineer shall include, by consolidation, joinder or any other method, parties other than Landlord and any one or more tenants of locations on the Tower or in the transmitter building on the Site. Any tenant of Landlord on the Tower or in the transmitter building which is substantially involved in a common question of fact or law before the consulting electronic engineer whose presence is required if complete and effective relief is to be achieved by all tenants and by Landlord as affected, may, at the instance of Landlord or TENANT, be joined as a party to the dispute. If requested to do so, TENANT agrees to join in any proceeding initiated by another tenant on the Tower pursuant to similar provisions of any lease between Landlord and such other tenant. The decision of the selected consulting electronic engineer determining the dispute shall be final and binding upon all parties which shall have been joined in the dispute to the provisions of this Section 5.05.

## **ARTICLE VI** **REPAIRS AND MAINTENANCE**

**Section 6.01. Repairs or Modifications by Landlord:** TENANT shall reimburse Landlord, upon receipt of invoice, for all costs incurred by Landlord in connection with or resulting from: (A) repairs or modifications made by Landlord if the need for such repairs or modifications is caused by, (i) the negligence of TENANT, its agent, servants, employees, contractors or invitees, (ii) any defect or malfunction in or problem with TENANT's equipment or any attachments thereto, or (iii) any safety regulation, order, directive or standard relating to or caused by TENANT's equipment or any attachment thereto; (B) any change or improvements requested by TENANT which Landlord, in its discretion, may agree to perform; (C) any violation or breach of any provision of this Lease by TENANT or anyone acting for TENANT; or (D) actions or repairs performed by Landlord pursuant to Sections 6.02 or 6.03 below. Landlord shall have the right, but not the obligation, to undertake any such repairs or modifications after prior notice to TENANT and opportunity to cure has expired.

**Section 6.02. Emergency Action by Landlord:** If circumstances occur, or threaten to occur, from which Landlord may reasonably conclude that damage is likely to occur to the property of TENANT, or of the property of any other person, or that substantial threat to life will exist, before agents of TENANT can be advised and respond, Landlord, without prior notice to TENANT, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of TENANT and take any other action which, in Landlord's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of Landlord for any damage that such action may cause. If Landlord takes any actions authorized by this Section 6.02, it will telephonically notify TENANT thereof as soon as practicable under the circumstances.

**Section 6.03. Non-Emergency Repairs:** In the event of need for repair or maintenance of the Tower, or of the equipment of TENANT, which, in the discretion of Landlord, is of an emergency nature, then Landlord shall have the right, upon ten (10) days' notification to TENANT, to undertake such repair or maintenance or to require TENANT to do so, if related to TENANT's equipment. Landlord and TENANT agree to try to coordinate their activities so as to minimize any interruption that may be caused to TENANT's radio frequency activities or to the radio frequency or operational activities of any other TENANTS.

**Section 6.04. Tower Maintenance:** During the term of this Lease, Landlord will maintain the Tower so as to comply with existing rules and regulations imposed upon Landlord by any governmental authority having jurisdiction over its operation and make any repairs and modifications reasonably necessary to maintain the Tower in good condition and in compliance with Good Engineering Practices. In the performance of its obligation to maintain and repair the Tower and to allow other tenants to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Landlord to request that TENANT temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Landlord agrees to schedule such work, so far as reasonably possible, from 1:00 AM to 5:00 PM, and Landlord will not cause any temporary interruption of TENANT's transmission and broadcast activities under this provision unless such interruptions are required by and consistent with Good Engineering Practices. TENANT agrees to cooperate with Landlord and comply with and honor Landlord's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work, unless such interruption is required by and consistent with Good Engineering Practices. TENANT agrees to cooperate with Landlord and comply with and honor Landlord's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work. In such event, Landlord shall permit TENANT to install an approved temporary facility necessary to keep its communications facility operational. Said approval from the Landlord shall be in writing and not be unreasonably withheld, conditioned or delayed.

**Section 6.05. TENANT's RIGHT TO RELOCATE:** TENANT shall have the option to adjust its antennae elevation and to relocate any or all of TENANT's equipment on the Tower at any time during the Term or any Renewal Term of the Lease. Before any such adjustment or relocation, TENANT shall: (i) notify Landlord in writing of its desire to relocate; (ii) confirm that space is available on the Tower; (iii) certify that such relocation will not impair the structural integrity of the Tower or interfere with the current use by Landlord or any permitted user at the time of TENANT's request; and (iv) obtain written authorization from the Landlord to confirm items i, ii, and iii have been successfully completed. Said relocation shall be at TENANT sole cost and expense. Upon completion of said relocation, the Lease shall be amended to reflect the new location of TENANT's premises.

## **ARTICLE VII** **INDEMNITY AND INSURANCE**

**Section 7.01. Indemnification:** TENANT assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the Landlord, the City Commission, its officers, directors, employees, servants and agents (the "Indemnified Parties") from and against any and all claims, demands, suits and proceedings made or commenced by any party against any of the Indemnified Parties, for loss of expenses including reasonable attorneys' fees, life, personal injury, loss or damage to property or other damage caused by: (i) the use of Tower or the Site by TENANT, its agents, servants, employees or invitees; or (ii) the performance by or carrying out by TENANT, its agents, servants, employees or invitees of any of the terms and conditions of this Lease; (iii) the failure of TENANT to perform any term, covenant or condition required to be

performed by TENANT under this Lease; (iv) any damage or injury that may occur as a result of any unsafe condition, or of any negligent installation or maintenance of equipment of TENANT or any invitee if such condition or installation or maintenance is the responsibility of TENANT under this Lease; or (v) TENANT's failure to comply with any applicable statute, rule, regulation, order of other standard pertaining to the use or installation of equipment of TENANT or any invitee; and in all such events from and against any and all judgments, recoveries, settlements, costs, expenses and losses that may be incurred by the Indemnified Parties as a result of any such claim, demand, suit or proceeding, including but not limited to reasonable attorney fees, court costs and expenses incurred in responding to or defending any such claim, demand, suit or proceeding. To the extent allowed by law and subject to the provisions of 768.28FS, Landlord agrees to indemnify and hold TENANT harmless from all claims (including reasonable attorneys' fees and costs), arising or alleged to arise from any act or omission of Landlord, its agents, employees, licensees, or independent contractors which occurs during the term of this Lease or alleged to arise from a breach of this Lease by Landlord. The indemnities provided under this Section 7.02 will not extend or apply to claims, damages, causes of action, liabilities, costs or expenses caused by or resulting from the negligence or willful misconduct of the indemnified party, its employees, agents or contractors.

**Section 7.02. Workers Compensation Insurance:** Before commencing any TENANT's Work, TENANT shall procure and thereafter maintain at TENANT's expense, workers' compensation insurance coverage with statutory limits and with an insurance company, qualified to do business in the State in which the Tower is located, reasonably acceptable to Landlord, covering all workers or employees employed by TENANT. Prior to the commencement of any such installation, maintenance, work or removal, TENANT shall provide Landlord with a certificate of insurance, which shall contain a provision for thirty (30) days' prior written notice to Landlord of any proposed cancellation, reduction in coverage or nonrenewal.

**Section 7.03. TENANT's Liability Insurance:** TENANT shall procure and maintain general liability insurance covering bodily injury and property damage with a single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of the insuring party, its employees and agents arising out of or in connection with its use of the Site or the Tower, all as provided for herein.

LANDLORD requires a Certificate of Insurance from a Florida qualified insurance carrier, naming LANDLORD as an additional insured under TENANT's commercial general liability insurance policy and requiring thirty (30) days notice to LANDLORD in the event of cancellation of the policy.

LANDLORD and TENANT each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Site, the Tower or to any property contained thereon, 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 the parties, or either of them. Any contractors or subcontractors who perform work at the Space on behalf of TENANT shall maintain at least the same insurance coverages as TENANT is required to maintain under this Lease.

Violation of the terms of Article VII and its sub-parts shall constitute a breach of the Lease and LANDLORD, at its sole discretion, may terminate the Lease pursuant to Article (XIII) of this Lease.

**Section 7.04. Landlord's Right to Procure Liability Insurance:** If TENANT shall fail to procure or maintain the insurance policies required in this Article, or shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, Landlord may, but it shall not be obligated to, procure and maintain such policies at TENANT's expense. Any amounts paid by Landlord for this insurance shall be reimbursed by TENANT upon receipt of invoice.

**ARTICLE VIII**  
**DESTRUCTION OR DAMAGE**

**Section 8.01. Destruction or Damage to Tower:** If the Tower shall, with or without fault of the Landlord, by any cause be totally or partially destroyed or damaged so as to prevent use of the Space by TENANT for a period in excess of 180 days, TENANT may terminate this Lease on written notice to Landlord, in which event, any rent paid by TENANT shall be adjusted between Landlord and TENANT through the date of termination, and upon such termination Landlord shall have no further obligation to TENANT. IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES RESULTING FROM TENANT'S INABILITY TO OPERATE RADIO FREQUENCY EQUIPMENT UNDER ANY CIRCUMSTANCES.

**Section 8.02. Destruction or Damage to TENANT's Equipment:** TENANT shall have the full risk of loss from any and all causes for all of its equipment located or installed in, on or around the Space. Landlord shall have no responsibility and shall not be liable for damage or destruction thereto, or for losses resulting from any such damage or destruction.

**Section 8.03. Acts or Omissions of Other Parties:** Landlord shall not be liable to TENANT or anyone claiming under or through TENANT for any loss or damage caused by the acts or omissions of any other TENANTS or the malfunctioning or interruption of any service, utility, facility or installation supplied by Landlord or any other party, including, but not limited to, the availability of electrical services from public utilities or from any emergency generator.

**ARTICLE IX**  
**ALTERATIONS OR DISMANTLING REQUIRED BY GOVERNMENTAL AUTHORITIES**

**Section 9.01. Condemnation:** If the Site, the Tower, the Space, or any part or portion thereof, are condemned, or taken, or ordered dismantled, by any governmental authority, agency or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make unusable the radio frequency facilities used by TENANT, then this Lease shall terminate from the time possession is taken by the condemning authority, or dismantling is begun, as the case may be, and TENANT shall have no obligation for the payment of rent for any period thereafter.

**Section 9.02. Modification of Tower:** Should any governmental authority order or direct Landlord to make any alteration to the Tower which is not the result of changes in regulatory requirements specifically applicable to TENANT's equipment, TENANT's obligation to pay rent shall abate for any period (greater than 24 hours) during which TENANT is prevented from conducting its transmitting and/or receiving activities by reason of the performance of such alterations. Such required alterations shall be made by Landlord as promptly as reasonably possible.

**ARTICLE X**  
**ASSIGNMENT OR SUBLET**

**Section 10.01. Assignment by Landlord:** This Lease may be assigned by Landlord at any time with notice to TENANT. In the event of any transfer of Landlord's interest in this Lease or the Site, the Landlord shall be released from all liability for the performance of any obligations pursuant to this Lease arising after the date of such transfer, it being agreed that from and after said transfer, the transferee shall instead be liable.

**Section 10.02. Assignment or Subletting by TENANT:** This Lease may be sold, assigned or transferred by TENANT without any approval or consent of LANDLORD to TENANT's principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or



to any entity which acquires all or substantially all of TENANT's assets in the market defined by the FCC in which the Site is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of LANDLORD, which such consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding any such assignment, subletting or transfer by TENANT, TENANT agrees that it shall remain liable for all monetary and non-monetary obligations under this Lease.

**ARTICLE XI**  
**ADDITIONAL SPACE OR RELOCATION BY TENANT**

**Section 11.01. Modification of Space or Equipment:** TENANT shall not demolish, remove, add, substitute, relocate or modify any installations, equipment or other improvements located on the Space without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. Upon request by TENANT, Landlord may, in its sole and absolute discretion, during the Term or any Renewal Term hereof, (i) provide space on the Tower to TENANT for placement of additional cabinets or related equipment; (ii) permit TENANT to substitute cabinets or related equipment in lieu of the equipment listed in Exhibit A hereto; or (iii) permit TENANT to relocate the cabinets or related equipment specified in Exhibit A hereto or to locate any substitute equipment permitted by Landlord, all at such rent and upon such other terms and conditions established by Landlord in its sole and absolute discretion. In the event that the parties agree to any such modification, Landlord and TENANT shall execute a written amendment to this Lease in conformity with this Section.

**ARTICLE XII**  
**DEFAULT**

**Section 12.01. Repossession by Landlord:** If TENANT fails to pay any rental or other payment due within ten (10) business days after the due date thereof, or TENANT fails to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by TENANT for more than thirty (30) days after notice of such other default shall be given to TENANT; provided, however, that TENANT will not be in non-monetary default hereunder if it commences curing such default during such 30-day period and thereafter diligently prosecutes the cure to completion, or if TENANT suffers this Lease to be taken under any writ of execution or otherwise, then Landlord, besides other rights or remedies it may have, shall have the immediate right: (i) to terminate this Lease, or (ii) reenter and attempt to relet without terminating this Lease and in either event, to remove all persons and property from the Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of the TENANT, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**Section 12.02. Expense Reimbursement:** In addition to any other remedies, Landlord may have at law or in equity and/or under this Lease, TENANT shall pay upon demand all Landlord's costs, charges and expenses, including reasonable fees of counsel, agents and others retained by Landlord, incurred in connection with the recovery of sums due under this Lease, or because of any breach of any covenant under this Lease, or for any other relief against TENANT. In the event Landlord shall bring any action against TENANT for relief and Landlord shall prevail, TENANT shall pay Landlord's reasonable attorney fees and all court costs.

**Section 12.03. Bankruptcy, Insolvency:** If TENANT shall become bankrupt, file any debtor proceedings or take or have taken against TENANT in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of TENANT's property, or if TENANT makes an assignment for the benefit of creditors, or petitions for or

enters into an arrangement, and if any such petition, filing or proceeding is not dismissed with sixty (60) days of filing, then and in that event, this Lease shall at the option of Landlord be canceled and terminated and any party claiming on behalf of TENANT shall not have any rights whatsoever under this Lease.

**Section 12.04. No Waiver:** No waiver by either party of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

**Section 12.05. Cumulative Remedies:** The rights and remedies given to each party by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which such party might otherwise have by virtue of a default under this Lease by the other party, and the exercise of one such right or remedy by the non-defaulting party shall not impair its standing to exercise any other right to remedy.

**Section 12.06. Intentionally Deleted.**

**Section 12.07. Termination by TENANT:** This Lease may be terminated by TENANT, without any penalty or further liability, on sixty (60) days prior notice as follows: (i) if TENANT is unable to occupy and utilize the Site due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (ii) if Landlord fails to obtain or maintain any permit or license required to operate the Site. This Lease may be terminated by TENANT any time upon one (1) year's prior written notice, if TENANT determines in its sole discretion that TENANT's use of the Space is no longer consistent with the optimal operation of TENANT's communications network based upon either technical or economic considerations in TENANT's sole discretion.

**ARTICLE XIII**  
**RIGHT OF QUIET ENJOYMENT**

**Section 13.01. TENANT's Right of Quiet Enjoyment:** Except as TENANT encounters interference as described at Article V over which Landlord has no immediate control, and except as provided for in Section 4.01, Landlord covenants that TENANT shall be placed in possession of the Space at the commencement of the term of this Lease, and that during the term, upon paying the stipulated rent and performing all of the terms and provisions of this Lease, TENANT shall peaceably hold and enjoy the Space without hindrance or interruption by Landlord, subject to the rights of Landlord to enter the Space for the purposes provided for in this Lease.

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 14.01. Notices:** Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

TENANT:       T-Mobile USA, Inc.  
                  12920 SE 38<sup>th</sup> Street  
                  Bellevue, WA 98006  
                  Attn: PCS Lease Administrator  
                  With a copy to: Attn: Legal Department

And with a copy to:

Omnipoint Holdings, d/b/a T-Mobile  
3111 West Dr. Martin Luther King Boulevard  
Suite 400  
Tampa, FL 33607  
Attn: Lease Administrator

And with copy by regular mail to:

LANDLORD (Landlord's Site Manager):  
CityScape Consultants, Inc.  
3300 University Drive, Suite 625  
Coral Springs, FL 33065  
Attn: Contract Administrator  
Telephone: (954) 757-8668  
Fax: (954) 757-9994

With copy to:

City of Coconut Creek  
ATTN: City Manager  
4800 West Copans Road  
Coconut Creek, FL 33063  
Telephone: (954) 973-6720  
FAX: (954) 973-6777

Notices shall be deemed received on the date of delivery to such address or, if mailed, on the date stamped on the return receipt. Either party may change its address for delivery of notice by giving notice of a change of address in compliance with the terms of this Section.

**Section 14.02. Successors:** The terms, conditions and covenants contained in this Lease shall run with the land and shall apply to, inure to the benefit of and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

**Section 14.03. Construction:** This Lease and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida. Paragraph headings used in this Lease are for convenience of the parties only, and shall in no way be used to interpret or construe the agreement of the parties.

**Section 14.04. Savings Clause:** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.05. Entire Agreement:** Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by both parties hereto. This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

**Section 14.06. Non-Recording:** This Lease shall not be recorded.

**Section 14.07. Additional Actions:** The parties shall cooperate with each other, take any additional action, and execute any additional documents necessary or appropriate to accomplish the purposes of this Lease.

**Section 14.08. Settlement of Disputes:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in the 17<sup>th</sup> judicial circuit, in and for Broward County, Florida.

IN WITNESS WHEREOF, the Landlord and TENANT have signed and sealed this Lease as of the day and year first above written.

**SIGNATURE PAGE TO FOLLOW**

**REMAINDER OF THE PAGE INTENTIONALLY BLANK**

LANDLORD

CITY of Coconut Creek

By: *Lou Sarbone*  
Lou Sarbone, Mayor

*Alot*  
Witness:  
*Barbara Price*  
Barbara S. Price, City Clerk

Print Name: BARBARA S PRICE

APPROVED AS TO FORM:

*Paul S. Stuart*  
Paul S. Stuart, City Attorney  
*NAC*  
**NANCY A. COUSINS**

TENANT

Omnipoint Holdings, Inc., d/b/a T-Mobile

By: *Patrick Monroe*  
Name: Patrick Monroe  
Title: Director, Engineering and Operations

Witnesses:  
*Ryan Cahill*  
Name: Ryan Cahill  
*[Signature]*  
Name: [Signature]

EXHIBIT A  
(the Space/Equipment)  
Attached

Transmit: 1940.0 - 1945.0

Receive: 1860.0 - 1865.0

**LEGAL DESCRIPTION, PARK SITE: (PARENT TRACT PER O.R. BOOK 28814, PAGE 0429 AS PROVIDED)**

A PORTION OF PARCEL "A", REGENCY LAKES AT COCONUT CREEK", AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF TRACT "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°36'20" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A" AND ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE SOUTH 00°23'40" EAST, CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE NORTH 89°36'20" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 426.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°36'20" EAST ALONG SAID SOUTH LINE OF TRACT "A" AND THE EASTERLY PROJECTION THEREOF, AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 144.31 FEET TO A POINT OF INTERSECTION WITH A LINE 76.41 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A"; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 285.03 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 61, BLOCK 85, "THE PALM BEACH FARMS CO. PLAT NO.3"; THENCE NORTH 89°36'21" EAST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 254.66 FEET; THENCE SOUTH 00°24'54" EAST, A DISTANCE OF 99.99 FEET; THENCE NORTH 89°36'21" EAST, A DISTANCE OF 438.79 FEET TO A POINT OF INTERSECTION WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 89°36'21" WEST; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 428.86 FEET, A CENTRAL ANGLE OF 76°58'25", AN ARC DISTANCE OF 576.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 119.14 FEET, A CENTRAL ANGLE OF 70°53'51", AN ARC DISTANCE OF 147.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°40'55" WEST, A DISTANCE OF 5.58 FEET; TO A POINT ON A CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 05°43'25" WEST, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 06°07'09", AN ARC DISTANCE OF 213.60 FEET; THENCE SOUTH 89°36'16" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.41 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 357,192 SQUARE FEET/8.20 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHT-OF-WAY OF RECORD.

CS  
ORIGINAL



**WAT COMMUNICATION DESIGN GROUP, LLC**  
24 EAST BOKLY DRIVE  
SUNLAND PARK, FL 33509  
P: (817) 611-3444 FAX: (817) 611-8444  
WWW.WATDESIGN.COM

**T-Mobile**

8100 SW 10TH STREET  
BLDG. 3, SUITE 1000  
PLANTATION, FL 33322

**FB1173B**

**LAKESIDE PARK**

6585 REGENCY BLVD.  
COCONUT CREEK, FL 33063  
BROWARD COUNTY

SCOTT G. BERMAN  
FLORIDA LICENSE # 9360  
24 EAST BOKLY DRIVE  
SUNLAND PARK, FL 33509

DATE: 05.11.04  
DRAWN: MS  
WT#: T04306

SUB PLAN

DATE: 05.11.04

SCALE: AS NOTED

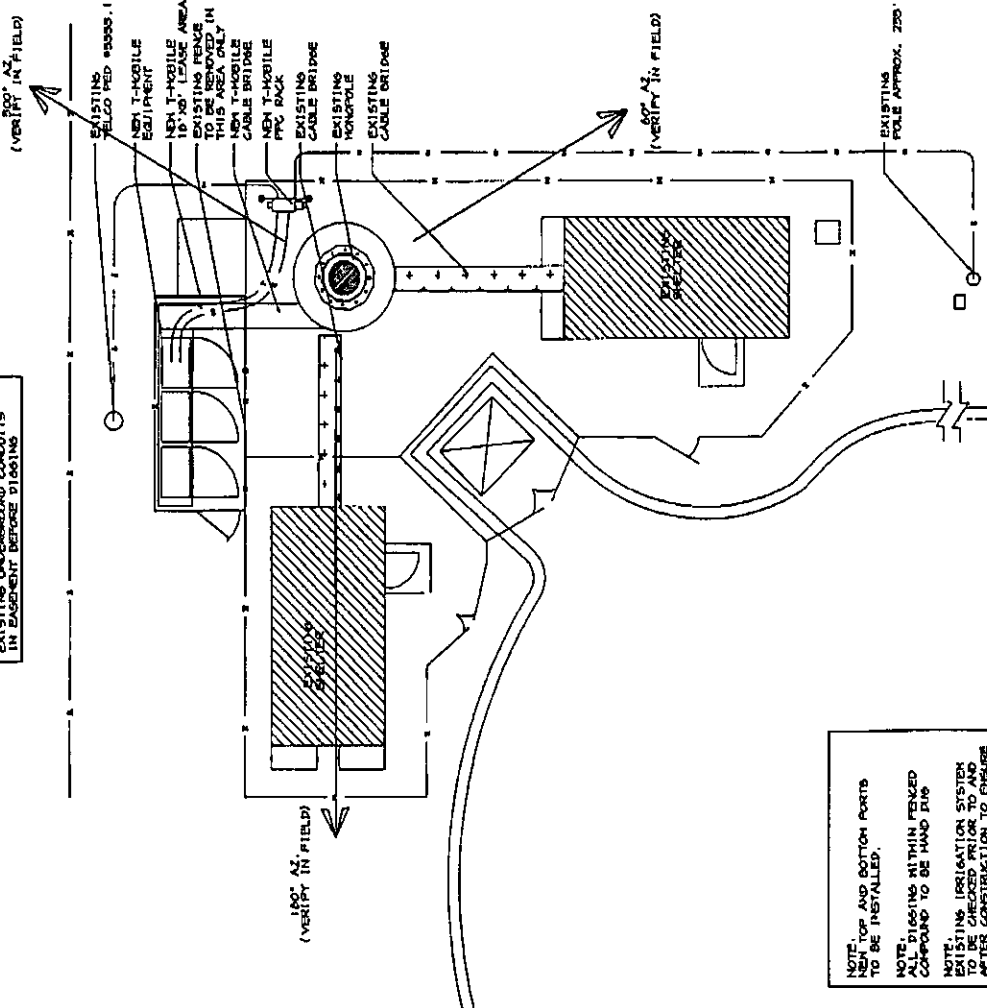
DRAWN: MS

WT# T04306

SHEET

C-2

**NOTE:**  
CONTRACTOR TO VERIFY  
EXISTING UNDERGROUND CONDUITS  
IN EASEMENT BEFORE DIGGING

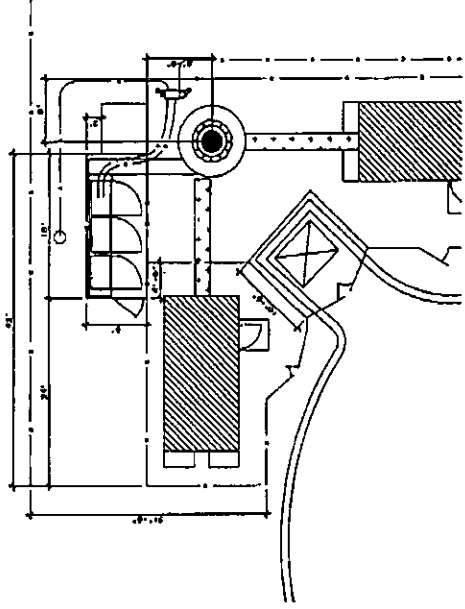


2

ENLARGED SITE PLAN  
SCALE: 1" = 10'-0"

**NOTE:**  
NEW TOP AND BOTTOM PORTS TO BE INSTALLED.  
**NOTE:**  
ALL DIGGING WITHIN FENCED COMPOUND TO BE HAND DUG.  
**NOTE:**  
EXISTING IRRIGATION SYSTEM TO BE CHECKED PRIOR TO AND AFTER CONSTRUCTION TO ENSURE ITS INTEGRITY.  
**NOTE:**  
EXISTING GROUNDING SYSTEM TO BE CHECKED PRIOR TO AND AFTER CONSTRUCTION TO ENSURE ITS INTEGRITY.

**LEGEND**  
— CHAIN LINK FENCE  
--- UNDERGROUND POWER RUN  
--- UNDERGROUND TELLO RUN  
--- PROPERTY LINE



**NOTE:**  
CONTRACTOR TO VERIFY  
EXISTING UNDERGROUND CONDUITS  
PRIOR TO CONSTRUCTION.



1

GEOMETRIC PLAN  
SCALE: 1" = 10'-0"

CS

ORIGINAL



# W-T

W-T COMMUNICATION DESIGN GROUP, LLC  
28 EAST BUCKLEY DRIVE  
SCHUMAKER, FLORIDA 32913  
PH: (887) 368-2840 FAX: (887) 368-2840  
WWW.WTDESIGNGROUP.COM

## T-Mobile

6100 SW 10TH STREET  
BLDG. 3, SUITE 1000  
PLANTATION, FL 33324

NO.	DATE	DESCRIPTION
2	05-15-04	FOR CONSTRUCTION
1	05-11-04	FOR CLIENT REVIEW
0	05-11-04	FOR CLIENT REVIEW

**FBI173.9**  
**LAKESIDE PARK**  
5555 REGENCY BLVD.  
COCONUT CREEK, FL 33063  
COCONUT CREEK

SCOTT A. TRIVETT  
FLORIDA LICENSE # 51808  
28 EAST BUCKLEY DRIVE  
SCHUMAKER, FLORIDA 32913

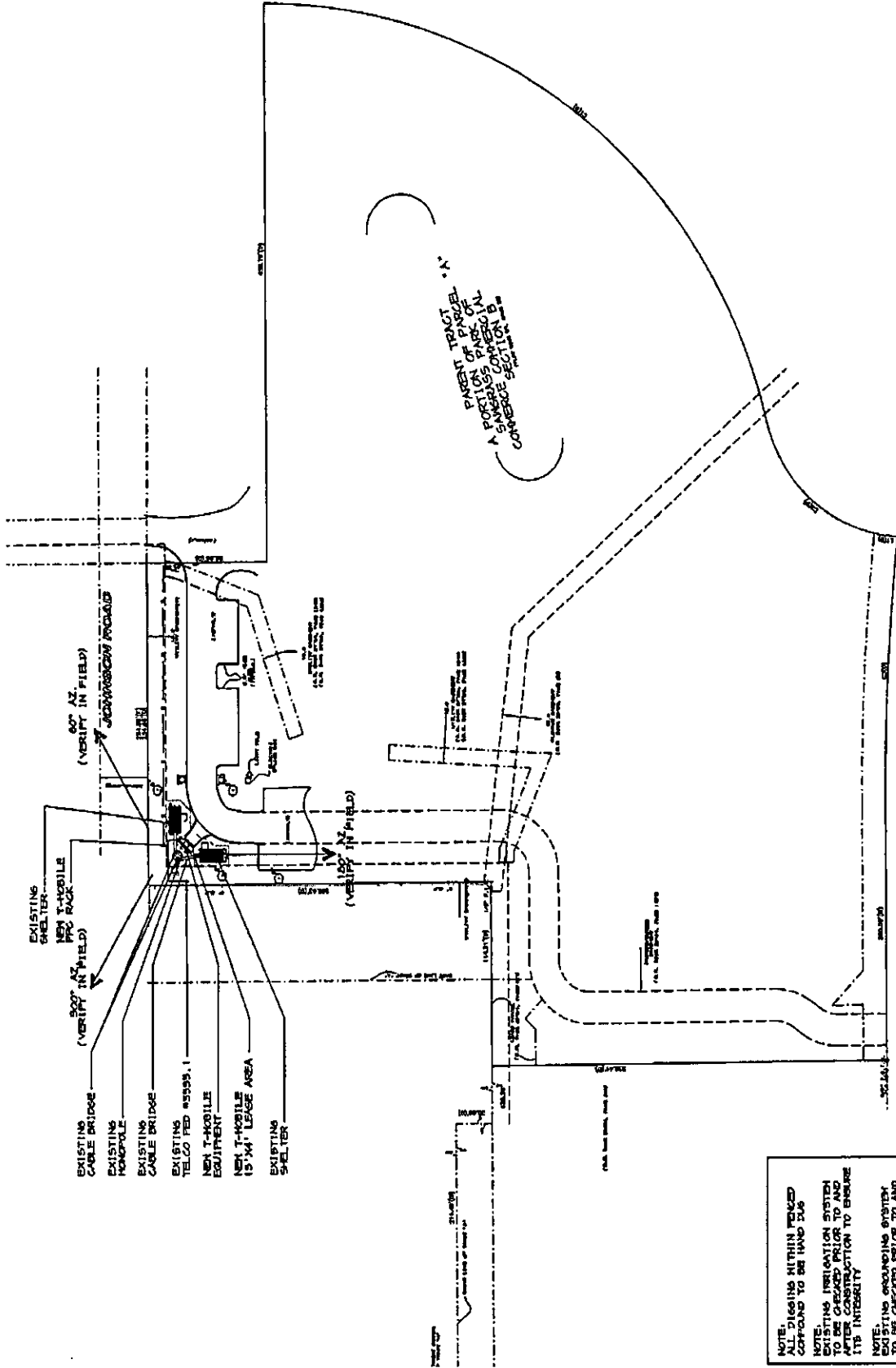
DATE: 05.11.04  
SCALE: AS NOTED  
DRAWN: MS  
W-T # TO4306

OVERALL SITE PLAN

DATE: 05.11.04  
SCALE: AS NOTED  
DRAWN: MS  
W-T # TO4306

SHEET

C-1



NOTE: ALL DIGGING WITHIN FENCED AREAS TO BE HAND DUG  
NOTE: EXISTING IRRIGATION SYSTEM TO BE CHECKED PRIOR TO AND AFTER CONSTRUCTION TO ENSURE ITS INTEGRITY  
NOTE: EXISTING GROUNDING SYSTEM TO BE CHECKED PRIOR TO AND AFTER CONSTRUCTION TO ENSURE ITS INTEGRITY



OVERALL SITE PLAN  
SCALE: 1" = 10'-0"

1

**LEGAL DESCRIPTION: (PROPOSED TRAIL/ABLE ACCESS EASEMENT)**

A PORTION OF PARCEL "A", REGENCY LAKES AT COCONUT CREEK", AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°36'20" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A" AND ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE SOUTH 00°23'40" EAST, CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 30.00 FEET; THENCE NORTH 89°36'20" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF TRACT "A", A DISTANCE OF 426.56 FEET; THENCE CONTINUING NORTH 89°36'20" EAST ALONG SAID SOUTH LINE OF TRACT "A" AND THE EASTERLY PROJECTION THEREOF, AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 144.31 FEET TO A POINT OF INTERSECTION WITH A LINE 76.41 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A"; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 285.03 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 61, BLOCK 85, "THE PALM BEACH FARMS CO. PLAT NO.3"; THENCE NORTH 89°36'21" EAST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 254.66 FEET; THENCE SOUTH 00°24'54" EAST, A DISTANCE OF 45.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 10 FOOT WIDE ACCESS EASEMENT, LYING 5 FEET EQUALLY ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE SOUTH 89°13'53" WEST, A DISTANCE OF 185.88 FEET; THENCE SOUTH 41°27'49" WEST, A DISTANCE OF 13.75 FEET; THENCE NORTH 48°32'11" WEST, A DISTANCE OF 36.85 FEET TO THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE. CONTAINING 2364.8 SQUARE FEET, MORE OR LESS.

**LEGAL DESCRIPTION: (PROPOSED LEASE PARCEL)**

A PORTION OF PARCEL "A", REGENCY LAKES AT COCONUT CREEK", AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT "A", SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°36'20" EAST, ALONG THE SOUTH LINE OF SAID TRACT "A" AND ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 214.48 FEET; THENCE SOUTH 00°23'40" EAST, CONTINUING ALONG SAID SOUTH LINE AND SAID BOUNDARY LINE OF TRACT "A", A DISTANCE OF 30.00 FEET; THENCE NORTH 89°36'20" EAST, CONTINUING ALONG SAID SOUTH LINE AND THE EASTERLY PROJECTION THEREOF, AND ALONG SAID BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 426.56 FEET; THENCE CONTINUING NORTH 89°36'20" EAST, CONTINUING ALONG SAID SOUTH LINE A LINE 76.41 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 144.31 FEET TO A POINT OF INTERSECTION WITH SAID BOUNDARY LINE OF PARCEL "A"; THENCE NORTH 00°24'45" WEST ALONG SAID PARALLEL LINE AND THE PALM BEACH FARMS CO. PLAT NO.3; THENCE NORTH 89°36'21" EAST ALONG SAID SOUTH LINE OF TRACT 61, BLOCK 85, A DISTANCE OF 284.66 FEET; THENCE SOUTH 00°24'54" EAST, A DISTANCE OF 45.68 FEET; THENCE SOUTH 89°13'53" WEST, A DISTANCE OF 185.88 FEET; THENCE SOUTH 41°27'49" WEST, A DISTANCE OF 13.75 FEET; THENCE NORTH 48°32'11" WEST, A DISTANCE OF 36.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°58'03" WEST, A DISTANCE OF 7.50 FEET; THENCE NORTH 46°01'57" WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 43°58'03" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 46°01'57" EAST, A DISTANCE OF 7.50 FEET; THENCE NORTH 43°58'03" EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 43°58'03" WEST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING, CONTAINING 60.0 SQUARE FEET, MORE OR LESS.

CS  
ORIGINAL

**EXHIBIT B**

Rent shall be paid in monthly installments in advance, without prior notice or invoice by Landlord, on or before the first day of each month and without offset or deduction. Within forty-five (45) days of the Commencement Date and on the first day of each month thereafter, TENANT shall pay to LANDLORD as rent Thirty Thousand and 00/100 Dollars (\$30,000.00) per year payable monthly ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to LANDLORD at the address specified herein. On each anniversary of the Commencement Date during the Term and any Renewal Terms, Rent shall be increased by four (4%) percent annually, which shall be cumulative. Rent shall be paid, together with any state, county or local taxes applicable, at the office of the Landlord.