

ATTACHMENT A
VERIZON LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 10th day of September 1996, by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called the "LESSOR", and PRIMECO PERSONAL COMMUNICATIONS L.P., a Delaware limited partnership, hereinafter called the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR owns and has under its jurisdiction certain land which is intended to be utilized for its recreational programs but which may be utilized for suitable non-recreational activities by the LESSEE until required by LESSOR; and

WHEREAS, the LESSEE is in the business of providing wireless communication services and desires to lease a portion of this recreation field for the purpose of constructing a telecommunications tower and an adjacent equipment shelter, consisting of an outdoor concrete pad enclosed within a landscaped chain link cage, which shall house the LESSEE's radio transmission equipment proximately located on the recreation field as shown on Exhibit "A"; and,

WHEREAS, the LESSEE, as part of its proposal, wishes to improve the LESSOR's recreation field by constructing and donating eight light poles for its baseball field; and,

WHEREAS, as permitted by Section 235.056, Florida Statutes, the LESSOR has agreed to lease a portion of the recreation field to the LESSEE until such time as the LESSOR determines a need to utilize said area for educational and/or recreational purposes.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained

and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

PREMISES TO BE LEASED

LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR a portion of the northeast section of the recreation field at Southwest Miami Senior High School (hereinafter referred to as the "DEMISED PREMISES"), located at 8835 S.W. 50 Terrace, lying and being in the County of Dade, State of Florida, and proximately situated as shown on the attached Exhibit "A".

II.

TERM

The term of this Lease Agreement shall be for five (5) years. The commencement date shall be designated by the LESSOR and shall take effect no later than fifteen (15) days following (i) LESSOR's receipt of evidence from the LESSEE demonstrating compliance with the provisions of Article IX and (ii) LESSOR's final approval of the plans as provided in Article V, whichever is later.

This Lease Agreement is subject to the LESSOR's decision regarding the potential health hazards, if any, associated with LESSEE's operation of its transmission equipment. LESSOR's decision shall be communicate to the LESSEE within thirty (30) days from execution of this Lease Agreement. LESSEE is expressly prohibited from performing any work whatsoever at the School site until it has been notified, in writing, of LESSOR's decision.

III.

CONSIDERATION

The rental rate shall be \$10,000 per year, to be paid annually, in advance, on or before fifteen (15) days following the date of commencement and on each anniversary thereafter.

IV.

RENEWAL TERMS

The initial term of this Lease Agreement may be renewed for up to four additional periods of five (5) years each, upon mutual consent of the parties, unless either party provides notice to the contrary at least four (4) months prior to the expiration date of each term. LESSOR's decision not to renew this Lease Agreement during the first three renewal terms shall be subject to the provisions contained in Article XXIV. If renewed, the annual rent for each renewal term shall be increased by 20% from the previously expired term.

V.

IMPROVEMENTS

LESSEE agrees to design and construct, at its sole expense, the following improvements to the DEMISED PREMISES:

- a) eight light poles, and attached light fixtures, for the School's baseball field (the actual location of which shall be approved by the LESSOR);
- b) one of these light poles shall be used by LESSEE to install antennas and accessory communications equipment (hereinafter referred to as "the tower"); and,
- c) an adjacent equipment shelter consisting of a chain link cage situated on an area

of approximately 200 square feet, to be landscaped as approved by the LESSOR, with a concrete pad for the installation of radio transmission equipment.

The LESSEE agrees to design the tower and equipment shelter with sufficient capacity and space to allow for the potential installation of antennas and related equipment belonging to the LESSOR and a third party.

Within sixty (60) days of executing this Lease Agreement, the LESSEE shall provide the LESSOR, at its sole expense, a set of plans and specifications (the "Plans") showing (i) the proposed design of the light poles, tower and adjacent equipment shelter, (ii) site plans showing the proposed location of the light poles, tower and adjacent equipment shelter, and (iii) a legal description and survey of the School's recreation field, including any utility easements which may be required by the LESSEE.

The LESSOR shall review the Plans submitted by the LESSEE and shall provide its comments thereto within thirty (30) days of receipt of same. The LESSEE agrees to revise the Plans in accordance to the comments from the LESSOR, to the extent LESSEE agrees with such comments, and shall re-submit same for approval. If, however, the parties cannot reach agreement on a final set of Plans, then the parties shall be relieved of the obligations of this Lease Agreement.

Upon LESSOR's final approval of the Plans and receipt of documentation from LESSEE demonstrating that it has complied with all of the pre-construction provisions, the LESSOR shall designate a commencement date for the start of construction and the LESSOR shall promptly forward a letter to the LESSEE confirming said commencement date. The LESSOR reserves

the right to inspect any phase of the construction work to ensure compliance with the approved Plans.

Once the LESSEE completes the construction of the light poles and equipment shelter, it will convey ownership of same to the LESSOR by a Bill of Sale together with any applicable warranties. LESSEE's antennas and equipment cabinets shall remain personal to and the property of the LESSEE.

Upon termination, cancellation or expiration of this Lease Agreement or any extension thereof, the LESSEE shall immediately cease its operation and shall remove its equipment, at its sole expense, from the DEMISED PREMISES within sixty (60) days of being notified.

VI.

RIGHT OF ACCESS

LESSOR authorizes the LESSEE's employees, agents and contractors to access the School's recreation field, with twenty-four (24) hours prior notice to the School's principal, for the express purpose of performing field work and testing necessary for the preparation of the Plans. The LESSEE agrees to indemnify, hold harmless and defend the LESSOR against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) arising from the LESSEE's use of the School site. The LESSEE, upon notice from the LESSOR, shall resist and defend at LESSEE's expense any such actions or proceedings by counsel reasonably satisfactory to the LESSOR. However, nothing herein shall be deemed to indemnify the LESSOR from any liability or claim arising out of the negligent performance or failure of

performance of the LESSOR or as a result of the negligence of any unrelated third party.

VII.

GRANT OF EASEMENT

As part of this Lease Agreement, the LESSOR grants to the LESSEE a non-exclusive easement over, across and under the School's recreation field, the exact legal description of which shall be attached hereto as Exhibit "B", beginning at the nearest public dedicated right-of-way and ending at the DEMISED PREMISES. LESSEE may use this easement for the installation and maintenance of utility wires, cables, conduits, and equipment necessary or appropriate for the operation of LESSEE's transmission equipment, so long as the same does not interfere with the LESSOR's physical use of the School's recreation field.

VIII.

UTILITIES

LESSEE shall be responsible for the any and all utility costs related to the installation of the lights, tower and its equipment. LESSEE shall also secure separate meters for the operation of its transmission equipment.

LESSOR agrees to cooperate, in a timely manner, with the LESSEE in its efforts to obtain the necessary utility services including, but not limited to, the granting of utility easements at the School site.

IX.

REGULATORY PERMITS AND APPROVALS

LESSEE shall apply for and obtain, at its sole expense, all permits, certificates and other

approvals required by Federal, State and local laws, rules and regulations as a condition for construction of the tower and equipment shelter. LESSEE shall provide LESSOR with evidence that it has secured the requisite permits and approvals.

The LESSOR will cooperate with the LESSEE in obtaining the requisite permits and approvals. The LESSOR shall sign all necessary applications and other papers, with reasonable expediency, which must be signed by the owner of the DEMISED PREMISES in order for the LESSEE to obtain approvals.

LESSEE shall be solely responsible for the costs of obtaining the requisite approvals, and all costs of constructing the tower and equipment shelter, and shall obtain payment and performance bonds as required by Section 255.01, Florida Statutes, for all work to be performed at the School.

The LESSEE shall secure the requisite approvals and bonds for the installation and operation of the tower and equipment shelter by no later than six (6) months following execution of this Lease Agreement. Otherwise, the LESSOR reserves the right to terminate this Lease Agreement, unless an extension is agreed to by the LESSOR, and neither party shall have any further obligations to each other under the Lease Agreement.

X.

QUALITY OF CONSTRUCTION

The LESSEE shall construct the lights, tower and equipment shelter in a good and workmanlike manner, and will comply with all applicable Federal, State and local government requirements.

XI.

TRANSMISSIONS INTERFERENCE

LESSEE shall submit to LESSOR, along with its Plans, an exact description of LESSEE's equipment, including, but not limited to, all antennas, equipment and height requirements and a list of all frequencies licensed to LESSEE by the Federal Communications Commission, for LESSOR's review and approval. The LESSEE agrees to install communications equipment of a type and frequency which will not cause interference with the LESSOR's telecommunication operations. In the event that LESSEE's equipment causes interference with LESSOR's equipment, the LESSEE, upon being notified by the LESSOR, shall take immediate steps to correct and eliminate any such interference at its sole cost. LESSEE's failure to take prompt and immediate steps to eliminate interference with LESSOR's equipment, as provided for in Article XXV, shall cause the LESSEE to be in default of this contract.

The LESSEE agrees to submit any proposed change of the initially approved type of transmission equipment and/or level of transmission to the LESSOR for review and approval thereof.

During the term of this Lease Agreement, the LESSEE shall provide LESSOR with an annual report, on each anniversary date of the agreement, describing all of the transmission equipment, including types of frequencies, being used by the LESSEE at the DEMISED PREMISES.

XII.

INTERFERENCE WITH SCHOOL OPERATIONS

The LESSEE shall make every effort to avoid interference with the School's operations

and activities. If LESSEE undertakes construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the School site, then the LESSEE shall provide the School's principal with advance notice of at least fourteen (14) days of the construction activities and shall coordinate same with the principal so as to cause the least amount of interference with School operations.

XIII.

CONSTRUCTION EASEMENT

The LESSOR grants LESSEE a temporary construction easement over portions of the School's recreation field, for equipment storage, vehicle parking and other construction-related activities at a location to be approved by the LESSOR. The temporary construction easement will automatically terminate when the LESSEE completes all of its construction activities and removes all of its construction equipment and personnel from the School site.

XIV.

LESSEE'S USE OF TOWER AND EQUIPMENT SHELTER

The LESSEE may use a section of the tower, the specific location of which shall be approved by the LESSOR, for the installation, maintenance and operation of LESSEE's antennas. LESSEE may use the area designated for the equipment shelter for the installation, maintenance and operation of its transmission equipment. The LESSEE shall maintain the antennas and the equipment shelter in good working order and in a safe condition at LESSEE's sole expense. LESSEE's failure to properly maintain the antennas and equipment shelter shall

result in default of this Lease Agreement and shall be subject to the provisions of Article XXV.

XV.

USE OF TOWER AND SHELTER BY LESSOR AND THIRD PARTIES

The LESSOR may use all portions of the tower, other than those sections designated for exclusive use by the LESSEE, for the installation and operation of its transmission equipment. Likewise, the LESSOR reserves the right to locate all or some of its equipment inside the shelter, if there is sufficient space, at no cost to the LESSOR. In the event that the LESSEE subsequently requires additional space within the shelter for its operation, then the LESSEE shall provide written notice to the LESSOR requesting the removal of its equipment from the shelter. Following receipt of notice, the LESSOR shall comply with LESSEE's request within sixty (60) days thereof.

The LESSOR may also lease available space on the tower and shelter to third parties for the installation and operation of their transmission equipment and other lawful purpose. In addition to the above, use of the tower and shelter by the LESSOR and a third party is subject to the following restrictions:

a) The LESSOR or any third party wishing to install equipment on the tower and/or shelter must submit a description and specifications of said equipment, including, but not limited to, all antennas, equipment and height requirements and a list of all frequencies to be utilized, to the LESSEE for its review. The only permissible basis for the LESSEE to request that the LESSOR not lease either the tower or the shelter to a third party is interference with the LESSEE's transmission operations. If interference is demonstrated by the LESSEE and

confirmed by an independent third party expert, to be selected by the LESSOR, the LESSOR shall honor the LESSEE's request.

b) All equipment to be installed on the tower and/or shelter by a third party must be installed by a contractor or subcontractor approved by the LESSOR.

c) The LESSEE shall bear the cost of installing the LESSOR's equipment on the tower and/or shelter; however, once installed, the LESSOR shall be responsible for the cost of maintaining its own equipment. A third party, however, is solely responsible for the cost of installing and maintaining its equipment on the shelter and/or tower. Furthermore, third parties shall be bound by all conditions of this Lease Agreement.

d) The LESSOR or any third party using the tower and/or shelter must obtain at its own expense all licenses required by any governmental authority for the operation of transmission equipment on the tower and shelter.

e) A third party's transmission equipment may not interfere with either the LESSOR's nor LESSEE's communications or operation of the tower and/or shelter. If such interference occurs, LESSEE shall provide written notice to the LESSOR and third party. The third party shall take immediate steps, as described in its lease agreement with the LESSOR, to discontinue its interference with the LESSEE's equipment.

f) A third party, if approved, must be required to indemnify the LESSOR and LESSEE.

g) A third party, if approved, must be required to reimburse the LESSEE a total of fifty percent (50%) of its cost to design and build the tower and/or equipment shelter, whichever

one is being used.

XVI.

RELOCATION OF LESSOR'S EQUIPMENT

The LESSEE shall notify the LESSOR, in writing, of the tower's completion. Following receipt, the LESSOR, if it so desires, shall provide the LESSEE with a list of qualified contractors licensed to transact business in the State of Florida for the relocation of LESSOR's equipment to the tower and/or shelter in accordance with LESSOR's plans and specifications. Within forty-five (45) days of receipt of the list of contractors, the LESSEE shall secure bids and contract with the successful bidder to have the LESSOR's equipment relocated in accordance with its plans and specifications. The LESSEE shall notify the LESSOR, in writing, as to the successful bidder and the anticipated start and completion dates for relocation of the equipment. The LESSEE shall bear the entire cost associated with relocation of the LESSOR's equipment.

Once the LESSOR's equipment has been relocated to the tower and/or shelter, any future additions by the LESSOR shall be installed at its sole cost. In the event that the LESSOR desires to install additional equipment, it shall first submit plans and specifications, including structural analysis and frequencies, to the LESSEE for review thereof. LESSOR agrees not to install additional equipment which would interfere with LESSEE's operation.

The LESSOR shall be solely responsible for the maintenance and repair of any equipment relocated to either the tower and/or shelter. LESSOR shall not have the right to utilize the LESSEE's equipment nor to use those portions of the tower and/or shelter designated exclusively for the LESSEE.

XVII.

MAINTENANCE

Subject to the provisions of Articles XV and XVI, the LESSEE shall be solely responsible for maintenance and repair of the DEMISED PREMISES, including, but not limited to, the tower and equipment shelter, throughout the term of this Lease Agreement. LESSEE shall maintain and repair, at its sole expense, the DEMISED PREMISES in a good and safe condition at all times, except that the LESSOR shall be responsible for the cost of repairs resulting from damage caused by the LESSOR, its employees, agents or invitees.

LESSOR authorizes the LESSEE's employees, agents and contractors to access the School's recreation field at any time after regular school hours for the express purpose of maintaining and repairing its transmission equipment. However, the LESSEE shall notify the School's principal prior to accessing the recreation field during regular school hours.

XVIII.

INSURANCE

The LESSEE shall maintain during the term of this Lease Agreement, at its sole expense, Commercial General Liability insurance insuring it against liability for personal injury, death or damage to personal property arising out of the use of the DEMISED PREMISES by the LESSEE. Such insurance shall provide coverage in an amount not less than one million dollars (\$1,000,000) for bodily injury or death to one or more persons and in the same amount for property damage. The LESSOR shall be shown as additional insured on the Commercial General Liability insurance coverage.

XIX.

INDEMNIFICATION

The LESSEE shall indemnify, hold harmless and defend the LESSOR against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) arising from the LESSEE's use of the DEMISED PREMISES. The LESSEE, upon notice from the LESSOR, shall resist and defend at LESSEE's expense any such actions or proceedings by counsel reasonably satisfactory to the LESSOR. However, nothing herein shall be deemed to indemnify the LESSOR from any liability or claim arising out of the negligent performance or failure of performance of the LESSOR or as a result of the negligence of any unrelated third party.

XX.

LIABILITY FOR DAMAGE OR INJURY

LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE, its agents, representatives, employees, invitees or any other persons on the DEMISED PREMISES other than damage or injury resulting from the negligent performance or failure of performance on the part of LESSOR, its agents, representatives or employees, or failure of LESSOR to perform its covenants under this Lease Agreement.

XXI.

LIABILITY FOR PERSONAL PROPERTY

LESSOR shall not be liable for loss or damage to any personal property on or about the DEMISED PREMISES by any cause whatsoever.

XXII.

DAMAGE OR DESTRUCTION

In the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm, or other natural disaster or acts of God to the extent that the DEMISED PREMISES are rendered untenable or unfit for the purpose of LESSEE's use, then LESSOR shall have forty-five (45) days from the date of casualty to notify LESSEE whether or not it intends to rebuild the tower and equipment shelter and, if it so intends, shall have ninety (90) days from date of said notice to restore the tower and equipment shelter (any rentals due during such period shall be abated). If, however, the LESSOR chooses not to rebuild or restore the tower and equipment shelter, then LESSEE must advise LESSOR, within thirty (30) days of receipt of LESSOR's notice, whether or not it intends to rebuild or restore the tower and equipment shelter. Should LESSEE decide to rebuild or restore the tower and equipment shelter, it shall have ninety (90) days from the date of its notice to LESSOR to complete the work, at its sole cost and expense, and this agreement shall then remain in full force and effect.

If neither party chooses to repair or restore the damaged tower and/or equipment shelter, then either party may cancel this Lease Agreement by giving written notice to the other, in which event LESSEE shall cause the DEMISED PREMISES to be surrendered to LESSOR in a clean and safe condition within thirty (30) days of said election to cancel, or, at LESSOR'S sole option, LESSEE shall cause the damaged facilities to be demolished in their entirety and the DEMISED PREMISES to be surrendered to LESSOR cleared of all structures, improvements and debris. However, if neither party shall exercise the foregoing right of cancellation within

thirty (30) days after the date of such destruction or damage, LESSEE shall cause the DEMISED PREMISES to be placed in a safe, secure and functional condition for recreational and community purposes within forty five (45) days after the date of such destruction or damage, unless a longer period is agreed to in writing by LESSOR.

Any damage sustained to the DEMISED PREMISES as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S sole cost and expense.

XXIII.

ASSIGNMENT AND SUBLETTING OF PREMISES

LESSEE shall not, at any time during the term of this Lease Agreement, sublet in part or whole the DEMISED PREMISES, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of this Lease Agreement or any portion or part thereof. The LESSEE may, however, assign this Lease Agreement or sublet to an affiliate of the LESSEE or to any company with which the LESSEE merges or consolidates. In the event that the LESSEE wishes to do so, it shall provide the LESSOR with ninety (90) days prior notice of same.

XXIV.

CANCELLATION

This Lease Agreement may be canceled by either party by providing the other with six (6) months written notice, except as specifically provided in Article XXII, Article XXV and paragraph (c) below, prior to the date of cancellation. However, during the entire term of this Lease Agreement, the LESSOR may cancel this agreement only under the following conditions:

- a) if the LESSEE is in default of any of the terms and conditions of this Lease

Agreement, as provided for in Article XXV, or

b) if the LESSOR plans to use the DEMISED PREMISES to further its educational and/or recreational programs. In the event the LESSOR cancels under these circumstances, LESSEE will be given the opportunity to relocate its equipment to another area of the School site suitable to both parties, or

c) if any governmental authority with applicable jurisdiction, such as the Federal Communications Commission or the Occupational Safety and Health Administration, determines that the transmission equipment utilized by the LESSEE at the DEMISED PREMISES are considered dangerous to the public's health, safety, and welfare, then LESSOR shall have the unilateral right to terminate this Lease Agreement upon written notice to the LESSEE. LESSEE shall be required to cease operations immediately and to remove all its equipment within sixty (60) days from the date of notice. Upon termination an appropriate adjustment of rent shall be made as between the parties.

XXV.

DEFAULT

In the event LESSEE defaults in fulfilling any of the covenants or obligations of this Lease Agreement and such default has not been cured within thirty (30) days after written notice from LESSOR to LESSEE specifying the nature of the default, LESSOR shall have the right to cancel this Lease Agreement at will. If the default is of such a nature as to require more than thirty (30) days to cure, the LESSEE shall provide LESSOR with a written response within five (5) days of receipt of LESSOR'S notice of default. The response shall indicate the reason(s),

acceptable to LESSOR, why the LESSEE cannot cure the default within the thirty (30) day period, the LESSEE'S proposed resolution to cure the default, and a schedule for the completion of the cure. The LESSEE shall then diligently and continuously undertake the actions necessary to cure the default. If the default requires immediate corrective action, then the LESSEE shall have five (5) days within which to cure the default. Otherwise, the LESSOR reserves the right to take whatever corrective measures are necessary, the expense of which shall be paid by the LESSEE upon demand, or to terminate this Lease Agreement immediately.

If the LESSEE defaults under this Lease Agreement, the agreement will automatically terminate and the LESSEE shall be required to immediately remove its equipment and property from the DEMISED PREMISES.

XXVI.

LESSOR'S RIGHT OF ENTRY

The LESSOR, or any of its agents, representatives or employees, shall have the right to enter upon said DEMISED PREMISES, during regular school hours, to examine the DEMISED PREMISES, accompanied by a representative of the LESSEE, for any purposes whatsoever. This right of entry also includes the right, but not the obligation, to remove unauthorized placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

XXVII.

TAXES

The LESSEE will pay all taxes, real and personal, assessed against the LESSEE and its equipment which arise directly or indirectly from LESSEE'S use of the DEMISED PREMISES.

XXVIII.

PEACEFUL POSSESSION

Subject to all of the terms, conditions and covenants of this Lease Agreement, LESSOR agrees that LESSEE shall have and may peaceably have, hold, and enjoy the DEMISED PREMISES without hindrance or molestation by LESSOR, provided LESSEE adheres to all terms and conditions herein.

XXIX.

NOTICE AND GENERAL CONDITIONS

A. All notices or other communications which shall or may be given pursuant to this Lease Agreement shall be in writing and shall be delivered by personal service or by registered mail addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

In the case of notice or communication to LESSEE:

PrimeCo Personal Communications, L.P.
777 Yamato Road, Suite 600
Boca Raton, Florida 33431

In the case of notice or communication to LESSOR:

The School Board of Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

With a copy to:

Dade County Public Schools
Department of Site Acquisition and Leasing
Attention: Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

B. Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Lease Agreement.

C. For purposes of this Lease Agreement, the Superintendent of Schools shall be the party designated by LESSOR to grant or deny all approvals required by this Lease Agreement.

XXX.

SURRENDER OF PREMISES

LESSEE agrees to accept the DEMISED PREMISES in the condition they are in at the beginning of the term of this Lease Agreement. Subject to the provisions of Article V, LESSEE further agrees, at the termination or expiration of this Lease Agreement pursuant to the terms hereof, to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR in its then existing condition.

XXXI.

NON-DISCRIMINATION

LESSEE agrees that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the DEMISED PREMISES and improvements thereof.

XXXII.

AMENDMENTS

LESSOR and LESSEE, by mutual agreement, shall have the right but not the obligation to amend this Lease Agreement. Such amendments shall be effective only when in writing and signed by both LESSOR and LESSEE and shall be incorporated as part of this Lease Agreement.

XXXIII.

CONSTRUCTION OF AGREEMENT

This Lease Agreement shall be construed and enforced according to the laws of the State of Florida.

XXXIV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Lease Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Lease Agreement and the balance of the Lease Agreement shall not be affected by the deletion thereof.

XXXV.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties hereby agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Lease Agreement.

XXXVI.

SPECIAL ASSESSMENTS OR TAXING DISTRICT

Should the DEMISED PREMISES of this Lease Agreement become subject to special assessments and/or ad valorem or other taxation, the LESSEE hereby agrees to pay all such assessments or taxes. In the event that a third party occupies space on the DEMISED PREMISES, the assessments and/or taxes shall be shared equally between the LESSEE and such third party.

XXXVII.

WAIVER

No waiver of any provision hereof shall be deemed to have been made unless such waiver be in writing and signed by LESSOR and LESSEE. The failure of either party to insist upon strict performance of any of the provisions or conditions of this Lease Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions but the same shall continue and remain in full force and effect.

XXXVIII.

SALE

In the event that the LESSOR, at any time during the term of this Lease Agreement, decides to sell all or any part of the DEMISED PREMISES to a purchaser other than the LESSEE, such sale shall be under and subject to this Lease Agreement and the LESSEE's rights hereunder. This Lease Agreement shall not be recorded in the public records of the Clerk of the Circuit Courts of this State of Florida.

XXXIX.

HAZARDOUS MATERIAL

For purposes of this Lease Agreement, the term "hazardous material" means any

substance, chemical, or waste identified as hazardous, toxic, or dangerous in any applicable Federal, State, or local law or regulation including, without limitation, petroleum and asbestos. To the best of its knowledge, LESSOR represents that neither LESSOR nor any third party has used, generated, stored or disposed, or permitted the use, generation, storage, or disposal of any hazardous material on, under, about, or within LESSOR's property in violation of any law or regulation. LESSOR and LESSEE both agree that they will not use, generate, store, or dispose of any hazardous material, on, under, about or within LESSOR's property in violation of any applicable law or regulation.

XL.

ENTIRE AGREEMENT

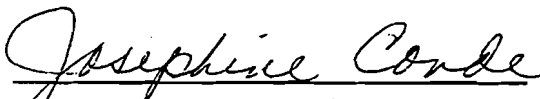
This Lease Agreement constitutes the total agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have individually, through their proper officials, executed this Lease Agreement the day and year first hereinabove written.

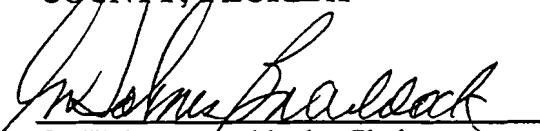
PRIMECO PERSONAL
COMMUNICATIONS, L.P.


Technical Director

ATTEST:


Property Coordinator

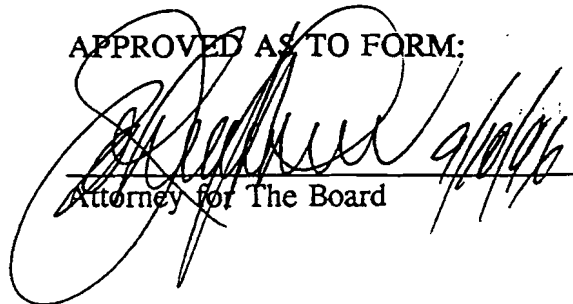
THE SCHOOL BOARD OF DADE
COUNTY, FLORIDA


G. Holmes Braddock, Chair

ATTEST:


Alan T. Olkes, Secretary

APPROVED AS TO FORM:


Attorney for The Board

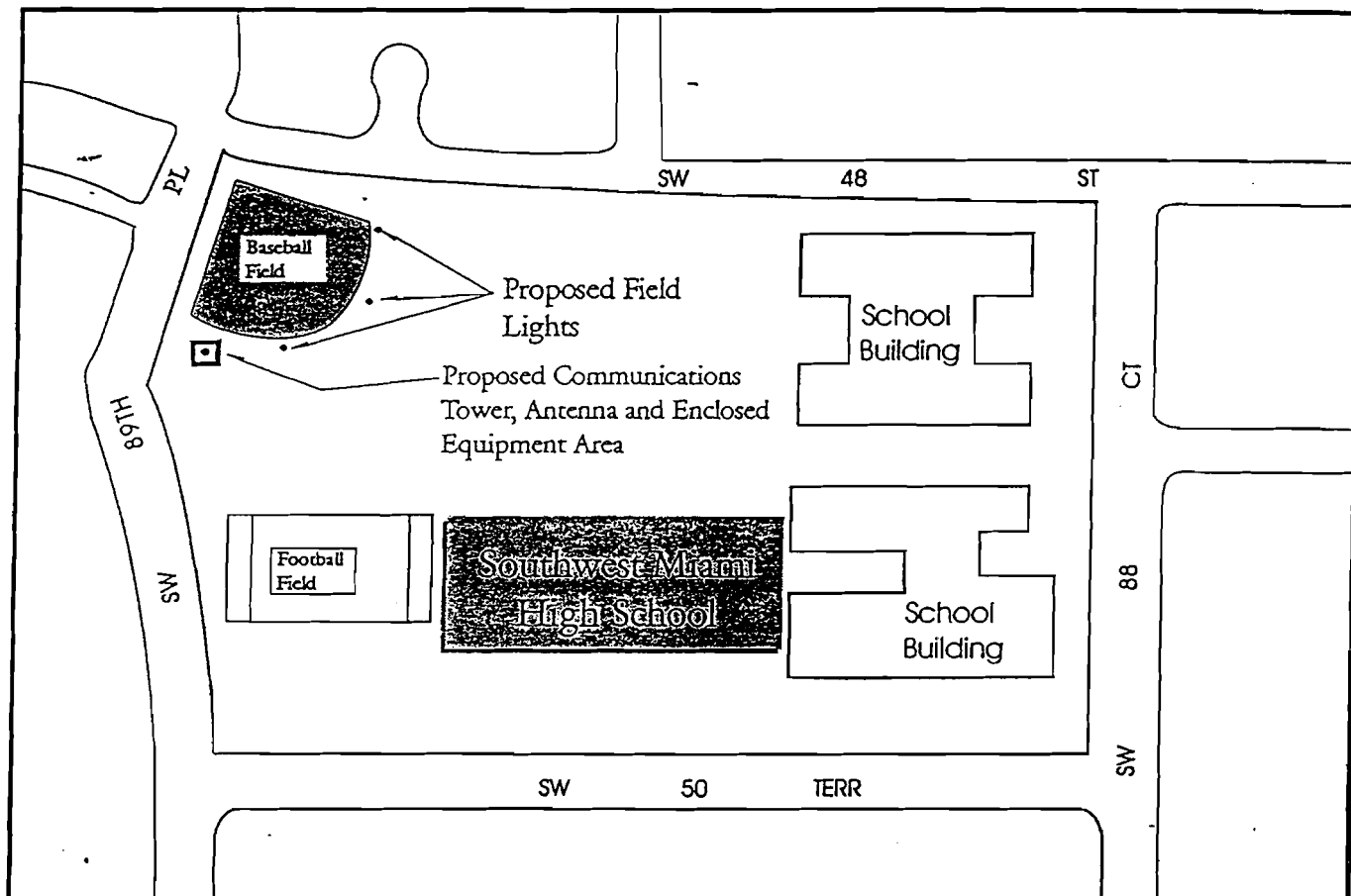


EXHIBIT "A"