TOWER LEASE AGREEMENT

This Tower Lease Agreement ("Agreement"), made by and between 1 Source Towers II, LLC, a Delaware limited liability company, ("LESSOR"), with its principal offices located at 1936 Overview Drive, New Port Richey, Florida 34655, and the North Port Road & Drainage District, a dependent special district of the City of North Port, Florida ("LESSEE"), whose address is 4970 City Hall Blvd, North Port, FL, 34286. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower ("Tower"), located at 3195 Chickasaw Ave, North Port, FL, as more particularly described in O.R. Book 2666, Page 618, of the Public Records of Sarasota County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"); together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right of way (the "Right of Way") for: (i) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks; and (ii) for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, to the Land Space; together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes. The Property, Tower Space, Land Space, Right of Way, and Further Rights of Way, if any, are substantially described in Exhibit "A" attached hereto and made a part of this Agreement and are collectively referred to hereinafter as the "Premises."

In the event any public utility is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE, to install, maintain, and operate the radio communications equipment, antennas, and appurtenances ("Equipment") on the Tower, as described in Exhibit "B" attached hereto and made a part hereof.

LESSEE reserves the right to repair and/or replace the Equipment with similar and comparable equipment provided said replacement does not increase tower loading without the consent of LESSOR. In the event any Equipment replacement increases the Tower loading, LESSEE shall obtain the prior written consent of LESSOR, and shall be responsible for any additional costs associated with the added Equipment.

2. SURVEY. LESSOR agrees to survey the Property and Premises and the survey shall then become Exhibit "C," which shall be attached hereto and made a part hereof and which shall control in the event of boundary and access discrepancies between it and Exhibit "A".

3. TERM; RENTAL; ELECTRICAL.

A. This Agreement shall take effect on the date the last Party approves or executes it ("Effective Date"), provided however, the initial term shall be for five (5) years and shall begin on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of One-Thousand Two Hundred Dollars ($1,200.00), to be paid in equal monthly installments on the first day of each month, in advance, to LESSOR, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with this Agreement. This Agreement shall commence on the first day of the month immediately following the later of: (i) the date that LESSEE commences installation of Equipment on the Premises, provided the Tower is built and has received all of its final governmental approvals and is ready for LESSEE's installation of Equipment; or (ii) the date the Tower is built and has received all of its final governmental approvals (either, the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1, February 1, March 1, and April 1 by April 13 of that year. Notwithstanding anything contained herein to the contrary, in the event that the Tower is not built within twenty-four (24) months of the Effective Date, LESSEE shall have the right to terminate the Agreement, in its sole discretion and without penalty.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

B. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom any required payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term (as defined below) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of, and at the address given in this Agreement. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s), or other

successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s), or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

C. LESSOR shall, at all times during the Term and any extensions of this Agreement, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation of Equipment. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation of Equipment. In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or via electronic mail at: livebills@ecova.com. All invoices shall include the Location Code "561073" and shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within forty-five (45) calendar days after receipt of the invoice from LESSOR.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ESCALATOR. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term and any extension term, the annual rental shall increase by an amount equal to two percent (2.0%) of the annual rental due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the final year of the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements,

and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of real estate taxes, assessments, sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any of their respective taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is alleged to be wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. NON APPROPRIATIONS PROVISION. The parties acknowledge and agree that the obligations of the LESSEE to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced herein to which the LESSEE is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the LESSEE's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). In such event, LESSEE shall provide prompt notice to LESSOR that LESSEE's financial obligations under this Agreement were excluded from the next budget and this Agreement shall be terminated as of the last day of the last month that LESSEE's financial obligations are budgeted for and LESSEE's Equipment shall be removed prior to the expiration of the Term. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the LESSEE will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the LESSEE under this Section. This Agreement does not constitute an indebtedness of the LESSEE nor an obligation for which the LESSEE is obligated to levy or pledge any form of taxation or for which the LESSEE has levied or pledged any form of taxation.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, and conduits shall be at LESSEE's expense and their installation

shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, during the Term, provided said modifications do not increase tower loading of said Tower. Modifications that increase the Tower loading require the consent of LESSOR, and LESSEE shall be responsible for all costs associated with all modifications to the Tower which result in the increase in Tower loading. In the event any Equipment replacement increases the Tower loading, LESSEE shall obtain the prior consent of LESSOR, and be responsible for any additional costs associated with the added equipment. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this Agreement all certificates, permits, and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State, or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE.

10. TERMINATION. LESSEE shall have the right to terminate this Agreement: (i) if any of its applications for Governmental Approvals should be finally rejected; (ii) if any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) if LESSEE determines that its Governmental Approvals may not be obtained in a timely manner; (iv) if LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) if LESSEE determines that the Premises is no longer technically or structurally compatible for its use; (vi) if LESSEE, in its sole discretion, determines that the Premises is obsolete or unnecessary; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. All rentals paid to said termination date shall be retained by LESSOR; otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. INDEMNIFICATION. LESSOR AND LESSEE AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. INSURANCE.

A. NOTWITHSTANDING THE INDEMNITY IN PARAGRAPH 11, THE PARTIES HEREBY WAIVE AND RELEASE ANY AND ALL RIGHTS OF ACTION FOR NEGLIGENCE AGAINST THE OTHER WHICH MAY HEREAFTER ARISE ON ACCOUNT OF DAMAGE TO THE PREMISES OR TO THE PROPERTY, 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. THESE WAIVERS AND RELEASES SHALL APPLY BETWEEN THE PARTIES, AND THEY SHALL ALSO APPLY TO ANY CLAIMS UNDER OR THROUGH EITHER PARTY AS A RESULT OF ANY ASSERTED RIGHT OF SUBROGATION. ALL SUCH POLICIES OF INSURANCE OBTAINED BY EITHER PARTY CONCERNING THE PREMISES OR THE PROPERTY SHALL WAIVE THE INSURER'S RIGHT OF SUBROGATION AGAINST THE OTHER PARTY.

B. LESSOR and LESSEE each agree that, at its own cost and expense, each will maintain commercial general liability insurance with limits of $2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interests may appear under this Agreement.

C. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

13. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNIFICATION AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right, starting after the end of the initial term of this Agreement, to terminate this Agreement upon the anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR and a termination fee of one (1) year's rent is paid to LESSOR.

15. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing, maintaining, or repairing the Equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is

agreed, however, that only authorized engineers, employees, agents or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

16. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws and as required in this Agreement. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers. If LESSOR fails to make such repairs, including maintenance, within twenty (20) days after notice from LESSEE that such repairs are needed, LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR within ten (10) days of demand for payment thereof. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower, and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

17. INTERFERENCE. LESSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which equipment existed on the Property prior to the Effective Date. In the event any after-installed LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the Equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief, and specific performance.

18. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), Equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the Equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and

LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR expressly waives all rights of levy, distraint or execution with respect to LESSEE's property, including without limitation any statutory or common law security interest or landlord's lien for rent.

19. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in this Agreement, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of this Agreement, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in the Agreement shall be equal to one hundred twenty-five (125%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

20. INTENTIONALLY OMITTED.

21. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

22. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises.

23. TITLE. LESSOR represents and warrants to LESSEE as of the Effective Date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient leasehold title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

24. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and

ineffective unless made in writing signed by the Parties or in a written acknowledgment as provided in this Agreement. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

25. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State in which the Property is located.

26. ASSIGNMENT. This Agreement may be sold, assigned, or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may not sublease its Premises to others without the consent of LESSOR.

27. NOTICES. 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 sender by like notice):

LESSOR:	1 Source Towers II, LLC 1936 Overview Drive New Port Richey, Florida 34655
LESSEE:	City of North Port, Florida Road & Drainage District Attn: Public Works Director 1100 N. Chamberlain Blvd. North Port, FL 34286
WITH A COPY TO:	City of North Port, Florida Attn: City Attorney 4970 City Hall Blvd. North Port, FL 34286 northportcityattorney@northportfl.gov

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

28. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

29. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the Effective Date, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement (the "Non-Disturbance Agreement") for LESSEE's benefit in the form reasonably satisfactory to LESSEE, LESSOR and the encumbering party ("Lender"). The Non-Disturbance Agreement shall contain the terms described below and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender; (b) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property; and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

30. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

31. DEFAULT.

A. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, and in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, LESSEE shall have thirty (30) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have the cure period for a non-monetary default extended 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 LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

B. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR 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 LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless

and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

32. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the county and state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE within ten (10) days of demand the full undisputed amount thereof. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AS PROVIDED UNDER APPLICABLE LAW, IF LESSEE IS IN OCCUPANCY OF THE PREMISES, LESSOR SHALL NOT BE PERMITTED TO ENTER THE PREMISES, BLOCK LESSEE'S ACCESS TO THE PREMISES, OR ASSERT DOMINION OVER THE PREMISES EXCEPT IN STRICT COMPLIANCE WITH APPLICABLE JUDICIAL PROCESS.

33. ENVIRONMENTAL.

A. LESSOR shall be responsible for all obligations of compliance with applicable federal, state, and local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE.

B. LESSOR shall hold LESSEE harmless, defend and indemnify LESSEE from and assume all duties, responsibility and liability, at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from: (i) any failure to comply with any legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising

out of or in any way related to the condition of the Premises or Property or activities conducted thereon, except to the extent that such environmental conditions are caused by LESSEE.

34. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

35. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

36. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

37. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

38. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

40. RADON GAS DISCLOSURE. 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 YOUR COUNTY HEALTH DEPARTMENT.

41. MISCELLANEOUS.

A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being

understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing LESSEE's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of LESSEE that do not change LESSEE's financial obligations under this Agreement.

I. Assignment. The Lessor shall not assign this Agreement or any right or responsibility herein unless with the written consent of the LESSEE.

J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals as provided below.

Approved by the City Commission of the City of North Port, Florida on _____, 2024.

CITY OF NORTH PORT, FLORIDA

By: _____
A. JEROME FLETCHER, II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

WITNESSES:

"LESSOR"

1 SOURCE TOWERS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____
Name: Tyaisha Davison

_____
Name: Heather Dehnert

By: _____

Name: Justin Dehnert
Title: Vice President

Exhibit A
Legal Descriptions

Parcel #: 1143177325

Exhibit B
Lessee's Equipment

(1) DB589-Y Antenna, 80' RAD
Basestation Equipment – M4002

Exhibit C
Survey