

**MILWAUKEE COUNTY  
WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT**

This agreement made this 1st day of November 2000, between Milwaukee County, a municipal corporation, (hereinafter referred to as "Lessor") and Voicestream PCS II Corporation, (hereafter referred to as "Lessee").

WHEREAS, the Property located at 10331 Watertown Plank Road, Wauwatosa, WI is owned by Lessor and managed under the jurisdiction of the Department of Public Works; and

WHEREAS, Lessee has requested to lease space on said property including rights-of-way and easements for ingress and egress as shown on attached Exhibit A ("Premises") for a Wireless Communication Facility (WCF).

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties and in consideration of the mutual terms, covenants, and conditions set forth herein and of other good and valuable consideration, hereto, Lessor does hereby lease, demise and let unto the Lessee the Premises as described in Exhibit A under the following terms and conditions:

**I. Premises**

The Premises, generally known as the West Water Tower, are further described in Exhibit A, which is made a part of this lease. The Premises includes the shared use of the area used for installation and operation of the equipment as shown in Exhibit B and the shared use of rights-of-way and easements for ingress and egress.

The Premises are not for the exclusive use of Lessee. Lessor may co-locate other lessees on the Premises for compatible uses. The installation of equipment and operations of such co-located lessees shall not interfere with the operations of any existing lessee.

**II. Term**

This Lease shall be for an initial term of five (5) years ("Initial Term") commencing on November 1, 2000 ("Commencement Date") and terminating at midnight on October 31, 2005.

**III. Renewal**

Lessee shall have the right to renew this lease under the same terms and conditions for (4) four additional renewal terms of (5) five years commencing on the successive day following the termination date of the initial term. Lessee shall notify Lessor in writing at least 120 days prior to the expiration of the initial term of its intent to renew this lease.

At least ninety (90) days before the expiration of the Initial Term and each Renewal Term thereafter, Lessor and Lessee shall in good faith commence negotiations toward extending the term of the Lease for an additional Renewal Term of five (5) years, including renegotiations of the rental amount. If, at the end of the Initial Term and each Renewal Term thereafter, Lessor and Lessee have not executed an amendment to this Lease modifying the Term herein described, this Lease shall be deemed to have been extended by the parties for an additional Renewal Term at current rental amounts increased by five percent (5%) annually, unless either Lessee or Lessor notifies the other in writing at least sixty (60) days before the expiration of such Renewal Term, that it chooses to terminate this Lease rather than have it extended.

IV.

Termination

- a) Lessor shall have the right to terminate this Lease with six (6) months prior written notice to Lessee in the event Lessor intends to use the Premises in a specific manner which would necessarily exclude the use of the Premises by Lessee and all similar uses by other telecommunication carriers except Lessor itself.
- b) Either party may terminate this Lease upon thirty (30) days written notice if the other party defaults in the performance of any of the material provisions hereof including, but not limited to, non-payment or damage to property, or interference with Lessor's or Lessee's use of the Premises and such default is not cured within thirty (30) days after written notice thereof is provided to the defaulting party.
- c) Neither party shall knowingly do or permit any activity upon the Premises which is not occurring at the time of execution of this Lease and which would cause or permit physical, electronic or other interference with the radio transmission facilities, equipment or signal of the other party or Lessee's located in the area. In the event that either party causes, permits or allows such interference the other party not causing such interference shall have the right upon thirty (30) days written notice to terminate this Lease.
- d) Lessee may terminate Lease upon thirty (30) days written notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or Governmental approval necessary to the construction, installation and/or operation of the WCF or Lessee's business.
- e) Lessee upon ninety (90) days written notice may terminate the Lease if Premises are to or become unacceptable for Lessee's design or engineering specifications for its WCF or systems.
- f) This Lease will terminate immediately upon written notice by either party if the Premises are destroyed or damaged so as to substantially and adversely affect the effective use of Lessee's WCF.

g) If a condemnation authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date title vests in the condemning authority.

V.

Rent

a) The sum to be paid for the rental of said Premises shall be sixteen thousand five hundred and no/100 dollars (\$16,500.00) per year payable annually to Lessor, beginning on the Commencement Date and thereafter payable annually on or before the anniversary of the Commencement date and every anniversary thereafter.

b) If this Lease is terminated at a time other than on the last day of a contract year, rent shall be prorated as of the date of termination.

c) For each year after the first year of the initial term the rental shall increase by five percent (5 %) over the previous years rent.

VI

Delinquent Payments

In accordance with Milwaukee County ordinance 56.32:

a) Interest. Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes as described in Subsection 74.80(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

b) Penalty. In addition to the interest described above, Lessee may be responsible for payment of penalties on amounts not remitted in accordance with the terms of this Lease, as may be determined by the Administrator of this Lease, or his designee. Said penalties shall be the statutory rate in effect for delinquent County property taxes as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

c) Nonexclusivity. This provision permitting collection of interest and penalties by Lessor on delinquent payments is not to be considered Lessor's exclusive remedy for Lessee's default or breach with respect to delinquent payments. The exercise of this remedy is not a waiver by Lessor of any other remedy permitted under this Lease, including but not limited to termination of this Lease.

VII

Use of the Premises

Tenant agrees that the use of said Premises shall be confined to the activities related to the transmission and reception of wireless telephone, radio, data and other communication signals and for the construction, maintenance, repair or replacement of related facilities,

towers, antennas, equipment or buildings and related activities incidental to the operation of these activities. These activities shall in no way interfere with the primary purpose of the Premises. Any changes in the use of the Premises must be with the written consent of the Lessor. Lessee shall fully comply with all applicable statutes, orders, regulations, rules, ordinances and requirements of law and of the local board of fire underwriters with respect to its use of the Premises. Obtaining of permits, licenses or other approval documents from the jurisdictions including those required by the County (i.e. Municipal permits) shall be the responsibility of the Lessee and shall be obtained prior to construction.

VIII.

Environmental Pollutants

a) Lessor represents that it has no knowledge of any Hazardous Substances (as defined below) on the Property that is identified as hazardous, toxic or dangerous in any applicable Federal, State or local law or regulation. Lessee and Lessor shall not, either with or without negligence, cause or permit the escape, unlawful disposal, or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee and Lessor shall not bring onto the Premises and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," hazardous waste," or "hazardous and toxic substances" as now and hereafter defined in any applicable federal, state or local law, regulation, ordinances or directive, including, but not limited to the Resource Conservation and Recovery Act of 1976 (42 USC Sec 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, amended by SARA, 42 USC Sec. 9601), et. seq.; the Hazardous Materials Transportation Act, 49 USC Sec. 1801 et. seq.; the Toxic control substance Act, 15USC Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 USC Sec 9601, et. seq.; the Clean Water Act, 33 USC Sec. 1251 et. seq.; the Clean Air Act, 42 USC Sec 7412, et. seq.; as any such act may be amended, modified, or supplemental; (ii) those substances listed or otherwise identified in the regulations adopted and publication issued, as may be amended, modified or supplemented, pursuant to any of the above referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substances or material containing asbestos; (iv) any substances, the presence of which on the Premises or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

b) If, either during the term hereof or within two years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof

shall be reimbursed by Lessee to Lessor upon demand to the extent such testing is attributable to Lessee as additional Rent if such requirement applies to Lessee's use of the Premises or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two years of its expiration, at Lessor's reasonable request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Premises or Property.

d) Lessee Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorney's fees and court costs), fines, injuries, penalties, response costs (including costs of any required or necessary investigation, testing, monitoring, repair cleanup, detoxification, preparation of any closure or other required plans or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (bought or threatened), reasonable settlement, or requirement of any insurer of the Premise or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at or from or under all or a portion of the Premises or Property to the extent which Lessee, its agents, contractors or invitees are responsible, or (ii) the migration of Hazardous Materials to the extent caused by Lessee from the Premises or Property to any other property or onto the Premises or Property; or (iii) the treatment, disposal or storage of Hazardous Materials from the Premises or Property by Lessee, its agents, contractors or invitees, or (iv) the incorporation by Lessee of any Hazardous Materials in the Premises.

e) Lessor Indemnification of Lessee. Lessor shall indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines costs, liabilities (including sums paid in settlements of claims) or loss including attorney's fees, consultants fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present-solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph VIII (c) shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing the

indemnification provided by paragraph VIII (c) shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the commencement of this Lease, except to the extent caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping, or spilling, (accidental or otherwise) on to the Property, prior to, during or after the term of this Lease by any persons, corporation, partnership or entity other than Lessee

IX.

Alterations, Improvements and Maintenance

- a) Lessor represents that Lessor's Property (including without limitation, the location for the Premises) and all improvements thereto, are in compliance with all building, life-safety, disability, and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Premises and all of the operations of Lessee within the Premises shall be in compliance with all applicable laws, codes and regulations.
- b) Lessee shall install the equipment as approved by the Lessor in the Exhibit B with appropriate repair to paint and have site completed within project schedule.
- c) Lessee may, after initial installation at its expense, make such improvements or add additional equipment as it deems necessary from time to time for the operation of its equipment. Any alterations, modifications or changes to original and subsequent equipment installation that alter the size, weight, height or number of towers shall require a written request for Lessor's approval. Such approval shall not be unreasonably withheld, delayed or conditioned. Placement of additional antennas or equipment that exclude the possibility of co-location by another carrier will be cause for renegotiations of rental rate.
- d) Lessee shall at its expense maintain the equipment now and hereafter located on the Premises in reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Any additional costs for maintenance or work specifically related to Lessee's equipment or its movement shall be paid by Lessee.
- e) If the Premises as described is a tower governed by FAA or FCC regulations Lessor will agree to maintain the Premises as required by these FAA or FCC regulation and any additional costs for work such as painting that is specifically related to Lessee's equipment or its movement shall be paid by Lessee.
- f) Lessee may at its expense, use any appropriate means of restricting access to the WCF including the construction of a fence with the approval of the Lessor.

g) Lessee shall have access to the Premises at all times during the terms of this Lease and any renewal terms.

X.

Removal of Abandoned Equipment

At such time that Lessee plans to abandon or discontinue, or is required to discontinue, the operation of a WCF, Lessee shall notify the Lessor in writing of the proposed date of abandonment or discontinuation of operations. In the event that Lessee fails to give such notice, the equipment shall be considered abandoned if it is not operated for a continuous period of twelve (12) months. Upon abandonment or discontinuation of use, Lessee shall physically remove the equipment within ninety (90) days from the date of abandonment or discontinuation of use. "Physically remove" should be limited to (i) removal of the equipment; and (ii) returning the Premises to Lessor in "good, usable condition wear and tear excepted. If such equipment is not removed within said ninety (90) days in accordance with the above, the Lessor may remove such equipment at Lessee's expense. If there are two or more users of a single WCF, then this provision shall not become effective until all users cease using the WCF. Lessee will provide bond in the amount of \$5,000 to cover Lessor's cost in the event the Lessee fails to return the Property to Lessor in good usable condition, normal wear and tear excepted or Lessee shall promptly reimburse Lessor for any expenses incurred by Lessor with respect to removal of abandoned Property.

XI.

Utilities

a) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Premises (including but not limited to the installation of a emergency power generators if approved in writing with the initial or subsequent application). Lessor grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Property, the building and WCF. In the event separate meters are not installed, Lessee shall pay such periodic charges for all utilities attributable to Lessee's use as may be agreed upon between the parties. Lessee shall have the right to install necessary conduit and sleeving to the point of connection with the building or tower. Lessor shall diligently correct variation, interruption or failure of utility service.

b) Lessor grants Lessee or Lessee's agents, contractors or employees an easement for ingress, egress and access to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead (if approved in writing) and underground power and telephone service cables, and to service the Premises and the WCF at all times during the term of this Lease or any Renewal Term.

c) Lessor shall have the right at Lessor's expense and with written notice to relocate easement, provided such new location shall not materially interfere with Lessee's operation and will continue at full power.

XII.

Taxes

Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the WCF.

XIII.

Sale of Property

Should Lessor, at any time during the term of this Lease, decide to sell, Lease or otherwise convey all or any part of the Premises to a party other than the Lessee, such conveyance shall be under and subject to this Lease and Lessee's right hereunder, and any conveyance by Lessor of the portion of Lessor's Property underlying any and all rights-of-way and easements for ingress, egress and utilities herein granted shall be under, and subject to the rights of Lessee in and to such right-of-way and easements.

XIV.

Assignment and Subleasing

This Lease may not be sold, assigned, or transferred at any time by Lessee without the prior written consent of Lessor, except to Lessee's partners, affiliates or subsidiaries. Requests for Lessor's consent on assignment shall be joined in by the proposed assignee and shall provide that assignee agrees to assume all of the obligations and liabilities of the Lessee, unless release of the Lessee is not requested. The proposed assignee shall be of equal or substantially similar credit worthiness as the Lessee. The Lessor may not unreasonably withhold consent to such requested assignment. Written notice of any assignment must be given to Lessor.

XV.

Insurance

Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage from Worker's Compensation claims as required by the State of Wisconsin, including employers liability and business insurance covering general liability and automobile coverage in the following minimum amounts.

**Types of Coverage**

**Minimum Limits**

Wisconsin Worker's Compensation  
or Proof of All States Coverage  
Employer's Liability

Statutory  
\$100,000/\$500,000/  
\$100,000

**Comprehensive General Liability**

Bodily Injury & Property

\$1,000,000 per occurrence

Damage (Including Personal  
Injury, Fire Legal &  
Contractual & Products/  
Completed Operations

\$2,000,000 general aggregate

**Fire Legal Liability**

\$50,000



**Automobile Liability** (for Company owned automobiles if applicable)

Bodily Injury & Property

Damage

\$1,000,000 per accident

All autos owned, non-owned  
and or hired

Uninsured Motorist

Per Wisconsin Requirements

Lessor shall be named as additional insured, as its interests may appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverage shall be submitted for review and approval by Lessor for the duration of this Lease. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to Lessor, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Lessor for approval prior to the commencement of activities under this Lease.

**XVI.**

**Warranty of Title; Quiet Enjoyment**

Lessor warrants that Lessor has title to the Premises in fee simple free of all liens, charges and encumbrances and that Lessor has full right and authority to enter into this Lease. Lessor covenants and agrees that so long as Lessee shall duly and punctually perform and observe all of the terms and conditions hereof, Lessee shall peaceably and quietly have, hold and enjoy the Premises without any hindrance or molestation from any person or entity. Lessor shall at all times guarantee to Lessee appropriate and adequate ingress and egress to and from the Premises.

**XVII.**

**Default, Remedies.**

a) **Lessee's Payment Defaults.** If Lessee fails to pay when due a payment required to be made by Lessee hereunder, and such default or failure shall continue for thirty (30) days, then Lessor may elect to terminate this Lease, to reenter the Premises or any part thereof, to expel and remove Lessee or any person or persons occupying the same and to repossess and enjoy the Premises.

b) **Other Defaults by Lessee.** If default be made by Lessee in performance or observance of any substantial covenant or condition herein other than those specified in (a) above, and such default shall continue (i) for thirty (30) days after written notice thereof shall have been received by Lessee or (ii) if such default is not of a type that can reasonably be corrected within thirty (30) days, for a period of time reasonably required for curing the same, and if Lessee has not proceeded to and diligently pursued the curing thereof within a period of time reasonably required for curing the same, then Lessor shall have the right to cure the default of Lessee and charge the reasonable cost and expense of curing such default to Lessee and to proceed to claim and collect in court the amount of said cost and

expense as a debt due if not paid within ten (10) days after written demand that Lessee pay the same.

c) Lessor's Default. If default be made by Lessor in the performance or observance of a substantial covenant or condition herein and such default shall continue (i) for thirty (30) days after written notice thereof shall have been received by Lessor or (ii) if such default is not of a type that can reasonably be corrected within thirty (30) days, for a period of time reasonably required for curing the same, and if Lessor has not proceeded to and diligently pursued the curing thereof within a period reasonably required for curing the same, then Lessee shall have the right to cure the default of Lessor and to proceed to claim and collect in court the amount of said reasonable cost and expense as a debt due if not paid within ninety (90) days after written demand that Lessor pay the same.

d) Remedies Not Exclusive. The failure of Lessor or Lessee to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants or conditions.

XVIII. Indemnity.

Lessee hereby agrees that it will at all times during the term thereof indemnify, defend and hold harmless the Lessor, its County Executive, the members of the Board of Supervisors and its officers and agents, against any and all liability, losses, charges, costs or expenses including attorney's fees by reason of liability for damages including suits at law or in equity to the extent caused by or resulting from any wrongful intentional or negligent acts or omissions of Lessee or any of the officers, employees, agents or representatives of Lessee which may result in any person suffering personal injury, death or property loss or damage while on the Premises.

XIX. Nondiscrimination and Equal Employment Opportunities.

a) Lessee, in the use of the Premises and the operation of its equipment will not discriminate or permit discrimination in any manner against any person or group of persons on account of sex, age, race, creed, color, handicap or national origin. Lessee further agrees that it will fully comply in its operation of the facility with all applicable statutes, orders, regulations, ordinances and other requirements of law, including those of the federal government, the State of Wisconsin and any county, municipality or other public authority prohibiting discrimination.

b) In the performance of work the Lessee shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Lessee will post in conspicuous places, available for employment, notice to be provided by the Lessor setting forth the provisions of the non-discriminatory clause. A violation of this

provision shall be sufficient cause for the Lessor to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Lessee for use in completing the contract.

XX. Surrender of Premises

On the last day of the term of this Lease, or on the sooner termination thereof, Lessee shall peaceably surrender the Leased Premises in good condition and repair, ordinary wear and tear excepted, consistent with Lessee's duty to make repairs as provided. Lessee shall at its expense, remove all of its property and contents from the Premises.

XXI. Applicable Law

This Lease shall be governed by the laws of the State of Wisconsin.

XXII. Waiver

All rights and remedies of the Lessor or Lessee herein enumerated shall be cumulative and shall not exclude any other right or remedies allowed by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises. No failure by Lessor or Lessee to enforce any covenants, promises or other obligations of Lessee or Lessor, as the case may be, therein contained, nor any waiver of any right hereunder by Lessor or Lessee, unless in writing, shall discharge or invalidate such covenants, promises or other obligations or affect Lessor's or Lessee's rights to enforce the same in the event of any subsequent breach or default.

XXIII. Amendment

This Lease shall not be amended without the written agreement of both Lessor and Lessee.

XXIV. Entire Agreement

This Lease with Exhibits constitute the entire agreement of the parties and supersede any prior representations, oral or written, of either party.

XXV. Counterparts

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one document.

XXVI. Severability

The invalidation of any one or more provisions herein shall not affect the validity of the remaining provisions.

XXVII. Notices

All notices and requests shall be in writing and delivered, in the case of the Lessor to:

WCF Coordinator  
Department of Administration  
Courthouse Room 307C  
901 North 9<sup>th</sup> Street  
Milwaukee, WI 53233

and in the case of the Lessee:

Voicestream PCS II Corporation  
N19 W24075 Riverwood Dr.  
Waukesha, WI 53188  
Attn: PCS Lease Administrator

with a copy to: PCS II Corp.  
~~Voicestream Wireless~~  
12920 SE 38<sup>th</sup>  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

XXVIII. Miscellaneous

- a) The substantially prevailing party arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
  - b) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.
  - c) Each party agrees to cooperate with the other in executing any document (including Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party.
  - d) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.
  - e) The submission of this document for examination does not constitute an offer to Lease or reservation of or option for the Premises and shall become effective only upon execution by both Lessor and Lessee.
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