

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Complaint by BellSouth Tele-)
Communications, Inc., Regarding)
The Operation of a Telecommunications)
Company by Miami-Dade County in)
Violation of Florida Statutes and)
Commission Rules)

DOCKET NO. 050257-TL

**FINAL EXHIBIT NOS. 95-97, 99-100,
102-104 & 107-109**

16 of 29

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

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Exhibit 6
SATS Airport Rental and CUTE Agreements

| Article 22.02 | Airline Customers (Excluding MDAD) | Customer Number |
|---------------|--|-----------------|
| 1 | Abatis International | 10391420 |
| 2 | Aces - CUTE & Voice | 10338645 |
| 3 | ADT Securities | 10506587 |
| 4 | AeroMexico | 10506587 |
| 5 | Aeropostal - CUTE & Voice | 10427644 |
| 6 | Air France - CUTE | 10450333 |
| 7 | Air Jamaica | 10518850 |
| 8 | Air Tran Airways | 10354615 |
| 9 | American Airlines - CUTE & Voice | 10363503 |
| 10 | ASI Baggage | 10381496 |
| 11 | ASIG Miami, Inc | 10377170 |
| 12 | Aserca Airlines | 10519350 |
| 13 | Allas Air | 10337970 |
| 14 | AT&T | 10344626 |
| 15 | Avianca - CUTE & Voice | 10484758 |
| 16 | British Airways - CUTE & Voice | 10408278 |
| 17 | Cafe Versailles | 10339696 |
| 18 | Carne Ice Cream Shop | 10351663 |
| 19 | Centers for Disease Control | 10395494 |
| 20 | Cirilo Rodriguez db/a Bright Additions | 10363032 |
| 21 | Commodore Aviation | 10416024 |
| 22 | Communitel | 10404505 |
| 23 | Continental Airlines | 10421360 |
| 24 | Copa - CUTE | 10494895 |
| 25 | Cyber Express | 10464227 |
| 26 | Evergreen International | 10338837 |
| 27 | Flagship (American Eagle) | 10338283 |
| 28 | Gray Construction | 10497202 |
| 29 | Gulfstream Airlines | 10341784 |
| 30 | Host Marmot | 10406827 |
| 31 | ICI | 10422707 |
| 32 | Lan Chile - CUTE | 10377882 |
| 33 | Martin Air - CUTE & Voice | 10411203 |
| 34 | Mexicana | 10505015 |
| 35 | Miami Airport Duty Free Joint Venture | 10395900 |
| 36 | Midway Airlines | 10506157 |
| 37 | National Airlines | 10477140 |
| 38 | Polar Air | 10345528 |
| 39 | Sirgany Bencomo | 10407537 |
| 40 | Sita Communications | 10459735 |
| 41 | Smarte Carte | 10428523 |
| 42 | Swiss Air | 10462868 |
| 43 | Taca International | 10518491 |
| 44 | Underground Construction | 10514494 |
| 45 | United Airlines | 10342394 |
| 46 | USDA - Cargo | 10344972 |
| 47 | USDA - Network | 10427656 |
| 48 | USDA - Terminal | 10370069 |
| 49 | USDA - Operations | 10517502 |
| 50 | USDA - Bldg 100 | 10518439 |
| 51 | USDA - Bldg 701 | 10518440 |
| 52 | Vang Brasil - CUTE | 10467672 |
| 53 | Virgin Atlantic - CUTE | 10467591 |
| 54 | Worldwide Concessions | 10518818 |
| 55 | Worldwide Flight Services | 10464296 |
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| | Global Concessions | TBD |

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MDAD NextaOne Management Agreement
February 7, 2002

EXHIBIT
tabbles C

SATS CUSTOMER LIST AS OF 2/03

AIRLINES GOVERNMENT AGENCIES CONCESSIONS/OTHERS MANAGEMENT COMPANIES

| | | | |
|--------------------------|----------------------------|----------------------------|-------------------------------------|
| ACES GROUP | CENTER FOR DISEASE CONTROL | ADT | AIRPORT PARKING ASSOCIATES (MEYERS) |
| AEROMEXICO | TRI-COUNTY COMMUTER RAIL | ASI BAGGAGE | AVIATION CLUB B |
| AEROPOSTAL | US CUSTOMS | ASIG. MIAMI INC | AVIATION CLUB F |
| AIR FRANCE | USDA, APHIS | AT&T WIRELESS | CLUB AMERICA TWOV |
| AIR JAMAICA | | CAFÉ VERSAILLES | MIAMI INTERNATIONAL AIRPORT HOTEL |
| AIR TRAN | | CARRIES ICE CREAM | N&KI ENTERPRISES |
| ALASKAN AIRLINES | | COMMUNITEL | NFL MANAGEMENT |
| AMERICAN AIRLINES | | DATO ELECTRIC | QUALITY AIRCRAFT (SKYCAPS) |
| ASERCA AIRLINES | | GLOBAL MIAMI JOINT VENTURE | SHUTTLE SERVICES |
| ATLAS AIR | | GUAVA & JAVA | SIRGANY CENTURY |
| AVIANCA | | HMS HOST | TERMINAL REXALL |
| BRITISH AIRWAYS | | INTERMEDIA COMMUNICATIONS | TOP OF THE PORT |
| COMMODORE AVIATION | | MATRIX SYSTEMS | UNICO |
| CONTINENTAL AIRLINES | | MIAMI DUTY FREE | VISTA BLDG MANAGEMENT |
| COPA | | SIRGANY BENCOMO | |
| CYBER EXPRESS | | SITA | |
| DUTCH CARIBBEAN AIRLINES | | SMARTE CARTE | |
| EVERGREEN AVIATION | | UNDERGROUND CONSTRUCTION | |
| FLAGSHIP AIRLINES | | WORLDWIDE CONCESSIONS | |
| GULFSTREAM AIRLINES | | WORLDWIDE FLIGHT SERVICES | |
| LAN CHILE | | | |
| MARTIN AIR | | | |
| MEXICANA | | | |
| POLAR AIR CARGO | | | |
| SWISS AIR | | | |
| TACA INT'L | | | |
| TAMPA AIRLINES | | | |
| UNITED AIRLINES | | | |
| VAPIG | | | |
| VIRGIN ATLANTIC | | | |

BST1507

PLAINTIFF'S EXHIBIT
MJ-10

Information Systems / Telecommunications
MIAMI-DADE AVIATION DEPARTMENT

| STS Customer Name | MDAD Assigned SATS Customer # | Phones | Data | Fiber | B/O CUTE |
|---|-------------------------------|--------|------|-------|----------|
| ADT | ADTS70 | X | | | |
| AEROHONDURAS | SOLH70 | | | | X |
| AEROMEXICO | ANMZ70 | X | | | |
| AERONAUTICAL RADIO, INC | AERR70 | | | X | |
| AEROPOSTAL | AEOT70 | X | | | X |
| AIR CANADA | AICX70 | | | X | |
| AIR FRANCE | AFRA70 | X | | | X |
| AIR JAMAICA | AJAM70 | X | | | |
| AIR TRAN | AITA70 | X | | X | |
| AIR TRANSPORT IT SERVICES, INC | AITS70 | X | | | |
| ALASKA AIRLINES | ALAS70 | X | X | | |
| ALTITUNES | ALTT70 | X | | | |
| AMERICA WEST AIRLINES | AMEW70 | X | | | |
| AMERICAN AIRLINES | AMAI70 | X | | X | |
| ASI BAGGAGE | ASIB70 | X | | | |
| AT&T | ATAT70 | | X | X | |
| AVIACSA AIRLINES | AVAC70 | X | | | |
| BAKER INTEGRATED TECHNOLOGIES | BAKE70 | X | | | |
| BRITISH AIRWAYS | BRAW70 | X | X | X | X |
| CAFE VERSAILLES | VALL70 | X | | | |
| CARRIES ICECREAM | CARR70 | X | | | |
| CENTER FOR DISEASE | CDCO70 | X | | | |
| COMMUNTEL | COMU70 | X | X | | |
| CONTINENTAL | CONY70 | X | | | X |
| COPA | COPA70 | | | | X |
| DADE COUNTY FEDERAL CREDIT UNION | | X | | | |
| DATO ELECTRIC | DATO70 | X | | | |
| EL AL | ELAL70 | X | | | X |
| EVERGREEN AVIATION | EVEG70 | X | | | |
| FLAGSHIP AIRLINES (American Eagle) | AMEE70 | | | X | |
| FLORIDA POWER AND LIGHT | FPLL70 | X | | | |
| GLOBAL MIAMI JOINT VENTURE | GLOC70 | X | X | | |
| GUAVA & JAVA | GUA70 | X | | | |
| GULFSTREAM AIRLINES | GULT70 | X | | | |
| HMS HOST | HOSI70 | X | X | | |
| HONEYWELL INTERNATIONAL | HONY70 | X | | | |
| IBERIA AIRLINES | IBER70 | | | X | |
| INTERMEDIA COMMUNICATIONS (WorldCom) | INTR70 | | | X | |
| LTU INTERNATIONAL AIRLINES | LUFT70 | | | | X |
| LUFTHANSA GERMAN AIRLINES | LUGA70 | | X | | |
| MARTIN AIR | MART70 | X | | | X |
| MIAMI DUTY FREE | MIRM70 | X | X | | |
| NEWSLINK OF S FL, INC | NEWI70 | X | | | |
| NORTHWEST AIRLINES | NWAL70 | X | | | |
| POLAR AIR CARGO | POLX70 | X | | | |
| SANTA BARBARA AIRLINES | SANA70 | X | | | |
| SITA | SITA70 | X | | | |
| SMARTE CARTE | SMAR70 | X | | | |
| SWISSPORT CARGO SERVICES | SWII70 | X | | | |
| TACA | TACA70 | X | X | X | X |
| TRI-COUNTY COMMUTER RAIL AUTHORITY | TRIC70 | X | | | |
| TURSAIR FUELING | TURA70 | X | | | |
| UNDERGROUND CONSTRUCTION | UNDE70 | X | | | |
| UNITED AIRLINES | UALX70 | X | | X | |
| US AIRWAYS | USAY70 | | X | | |
| USDA APHIS - TERMINAL OPS | USDD70 | X | | | |
| USDA, APHIS - OPERATIONS | USDB70 | X | | | |
| USDA, APHIS, ITC - NETWORK | USDI70 | X | X | X | |
| USDA, APHIS, PPO, CARGO - BLDG 708 | USDC70 | X | | | |
| USDA APHIS - Bill Pinkney - BLDG 100-3RD FLR, STE 319 | USDH70 | X | | | |
| USDA APHIS PPO - Ester C | USDF70 | X | | X | |
| US DEPARTMENT OF HOMELAND SECURITY (CBP) | USCU70 | X | X | | |
| US DEPARTMENT OF HOMELAND SECURITY (TSA) | USDO70 | | | X | |
| VARIG | VARG70 | | | | X |
| WESTFIELD CONCESSIONS MGMT | WESF70 | X | | | |
| WORLD WIDE CONCESSIONS | WOLD70 | X | | | |

60128

| CUSTOMER NAME | LOCATION / ADDRESS | Building |
|---|---|----------|
| Aeromexpress S.A. De C.V. | 2261 NW 67 Avenue, Building 700, RM 215 Miami, Florida 33122 | 700 |
| Delta Air Lines, Inc | MIA Cargo Bldg, 2461 NW 66 Ave Bldg 702, Delta Com Room 2nd Floor | 702 |
| Bwia West Indies Airways Limited | Lan Chile Cargo Building 1701 NW 66TH Ave Ste 301 - Building 709 2nd FL - Computer Room | 709 |
| Lan Chile S.A. (Linea Aerea Nacional De Chile) | Airport Building 709A 1951 N W 66 Avenue, Miami, FL | 709-A |
| Iberia Lineas Aereas De Espana S.A. | Cargo Building - 6065 NW 18th Street - Bldg 716-D 2nd Fl Ste 503 | 716-D |
| China Airlines Ltd | Miami Int'l Airport, Cargo Bldg, 716-D, 6065 N.W. 18th Street Ste 500 2nd Floor Miami, Florida 593205 | 716-D |
| Virgin Atlantic Airways | Cargo Building 716E 6025 Ste 603 N W 18TH Street | 716-E |
| Delta Air Lines, Inc. | 6025 NW 18TH STREET CARGO BLDG 716-E, MIAMI INTL AIRPORT | 716-E |
| Varig S.A. | 5815 NW 18th Street - Miami International Airport - Cargo Building 716J Ste 1102 | 716-J |
| Varig S.A. | 5815 NW 18th Street - Miami International Airport - Cargo Building 716J Ste 1102 | 716-J |
| Transportes Aereos Regionais, S.A. -Tam- | TAM Back Office Miami Airport, Concourse A, level 2, room 2035. | A |
| Mexicana De Aviacion Sa De Cv | Miami International Airport, OPS ASIG, Room E2609, Concourse E, Departure Level | E |
| Virgin Atlantic Airways | Miami Intl Airport, Concourse E 2nd Floor 4200 NW 21 Street | E |
| Bwia West Indies Airways Limited | Miami Intl Airport, Concourse E, Upper Level | E |
| Sabre - Airline Solutions | Miami Intl Airport Upper Level/ Concourse G RM 2425 | G |
| Varig S.A. | Miami International Airport Check-In Counter Concourse G Departure Level - Varig Back Office PO Box 99-6233 | G |

BSvMDC(3)048645

| | | |
|----------------------------|--|---|
| El Al Israel Airlines Ltd. | Miami International Airport NM 21 Street 3rd FL Concourse G | G |
|----------------------------|--|---|

BSvMDC(3)048646

DCAD - File

UNITED'S COPY

111612

WILTEL

Airport Rental Agreement

This Agreement is made as of February 3, 19⁹², between WilTel Communications Systems, Inc., 1701 Golf Road, Rolling Meadows, Illinois 60008 (WilTel), and United Airlines a Corporation/Partnership/Sole Proprietorship (Customer)

- 1) **Agreement.** WilTel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule 1) all of which are described on Equipment Schedule 1 attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WilTel. Customer agrees to cooperate with WilTel by providing all credit and financial information that may be required by WilTel. Upon WilTel's approval of Customer's rental application. Customer agrees to execute all documents relating to the rental and promptly return them to WilTel. In the event all properly executed documents and advance payments are not in the possession of WilTel, WilTel may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by WilTel.

- 2) **Schedules.** The attached schedules are part of this Agreement:

- Schedule I Equipment and Services Schedule
- Schedule II Acknowledgment and Certificate of Acceptance
- Schedule III Maintenance Schedule

- 3) **Installation.**

a) Customer will be responsible for and provide or arrange at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards; (2) reasonable access for WilTel; (3) completed copies of database feature forms in a timely manner as directed by WilTel; (4) where not otherwise provided herein, raceway, conduit, holes and wireways; and (5) easements and microwave licenses.

b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. WilTel will install the System in a workmanlike manner without damage to Customers premises, and will obtain necessary work permits to install the System. WilTel will not be responsible for removing any cabling or equipment of the Customers old telephone system.

- 4) **Force Majeure.** WilTel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WilTel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.

NXT 9464

Final Exhibit
No. 100

PSC 1345

- 5) **Term and Acceptance.** This agreement shall be effective upon execution by Customer and WilTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I; provided, however, that Customer's indemnities, assumption of liabilities and other duties, and all of WilTel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the Acknowledgment and Certificate of Acceptance in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WilTel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).
- 6) **Payment of Rent.** The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.
- 7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days' written notice to WilTel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network. These cancellation fees will be waived if this Agreement, with WilTel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.
- 8) **Training.** WilTel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.
- 9) **Maintenance.** WilTel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I; provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's **SOLE AND EXCLUSIVE REMEDY** for WilTel to correct a defect in the System is limited to WilTel's performance under this Section 9.

WilTel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by WilTel, upon Customer's request at WilTel's prevailing hourly rates. For the purposes of this Agreement, an Emergency is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls; (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls; or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "routine".

WilTel's duty to maintain the System:

(a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind, storms, lightning, act of God or public enemy, or improper wiring, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair of

alternation of the equipment or software by anyone other than WilTel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WilTel at WilTel's then prevailing rates; and

b) Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER obligations, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILTEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10) **LIMITATION OF LIABILITY.** EXCEPT FOR CLAIMS FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS WILL NOT BE LIABLE FOR (i) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS). THIS LIMITATION SHALL NOT APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) **Taxes.** WilTel shall make filings and payment for state tangible property taxes on the System, Customer shall pay or reimburse WilTel for all other Taxes paid, payable or required to be collected by WilTel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. WilTel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.
- 12) **Tax Credits and Deductions.** Customer understands that WilTel or its assignee intends to claim the Tax Benefits, consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code [IRC Section 168(b) (1)], and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to WilTel or its assignee of the Tax Benefits.
- 13) **Title.** WilTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow WilTel to affix to and maintain on such System identifying labels indicating WilTel's ownership. The System shall remain personal property and not become a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by WilTel, Customer will, at Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. Customer shall protect and defend WilTel's title, and, at Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through WilTel, and shall not permit WilTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give WilTel immediate notice of any attachment or judicial process affecting any item of the System.

14) Use of the Systems, Inspections and Reports. Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule 1. Customer's use of the System shall conform with all applicable laws and rules, Customers insurance policies and obligations of WilTel under Section 9. WilTel shall have the right to inspect the System at all reasonable times during Customers normal business hours.

15) Alterations and Attachments. Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WilTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.

At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customers expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.

16) Indemnification. WilTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to WilTel in writing within sixty (60) calendar days of the incident.

Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, WilTel and its parent company, affiliates, subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement. WilTel is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WilTel.

17) Return of System. Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WilTel. The System will be returned to WilTel in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the System to such condition. WilTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement WilTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.

18) Events of Default by Customer. The occurrence of any one or more of the following events (Events of Default) shall constitute a default hereunder:

(a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter; or

(b) Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to WilTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel; or

(c) Dissolution, termination, or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer; or

(d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against Customer or any property it possesses, or if Customer shall enter into an agreement of composition with its creditors; or

(e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto.

19) Remedies of WilTel. At any time after the occurrence of any Event of Default, WilTel may exercise any one or more of the following remedies:

(a) WilTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems;

(b) WilTel may demand and recover from Customer all Rent and other amounts then due;

(c) WilTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking, or possession, and any such taking or possession shall constitute a termination of this Agreement; whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein;

(d) WilTel may demand that Customer return any System or portion thereof or all of the Systems to WilTel in accordance with Section 17 herein; and

(e) WilTel may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to WilTel in law or equity. Any repossession or subsequent sale or lease by WilTel of any portion of the System shall not bar any action for a deficiency as herein provided; and the bringing of any action or the entry of a judgment against Customer shall not bar WilTel's right to repossess any System or portion thereof or all of the Systems.

- 20) Events of Default by WilTel and Remedy. In the event of WilTel's material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) Insurance. Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage, including the naming of WilTel as an additional insured, and shall provide WilTel with not less than thirty (30) days' prior written notice of the effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify WilTel of any event with respect to a System which might lead to a claim under any insurance policy. Customer will provide evidence (i.e., certificate) of the insurance.
- 22) Further Assurances. Customer will execute and deliver to WilTel such additional instruments as WilTel deems necessary hereunder. WilTel is authorized to file Uniform Commercial Code financing statements signed by WilTel as Customer's attorney-in-fact.
- 23) WilTel's Performance of Customer's Obligations. If Customer fails to perform any of its obligations under this Agreement, WilTel may perform any act or make any payment which WilTel deems necessary for the maintenance and preservation of the Systems and WilTel's title thereto. All sums so paid by WilTel (together with all related overdue charges, as hereinafter defined) and reasonable attorneys' fees incurred by WilTel in connection therewith shall be additional Rent immediately due and payable by Customer to WilTel. The performance of any act or payment by WilTel shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) Severability. Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25) Amendments and Waivers. This Agreement and the Schedules constitute the entire agreement between WilTel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of WilTel and not expressed in this Agreement are not binding upon WilTel. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both WilTel and Customer, except that WilTel may insert the serial number of any portion of a System on the applicable schedule after delivery of such portion of the system and WilTel may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) Overdue Payments. If any payment due and payable by Customer (including, without limitation, interest and delinquency charges), is not received on the 11th day after the due date, Customer agrees to pay to WilTel a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) Assignment. Customer shall not assign this Agreement without WilTel's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. WilTel may assign any rights under

this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section may not apply in full to such assignee.

- 28) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29) **Customer's Representations.** Customer represents that this Agreement is lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer; and that all information concerning Customer's financial condition which has been or will be supplied to WilTel is and will be true and correct.
- 30) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

WilTel:
President, Southeast Region
WilTel Communications Systems, Inc.
500 Chastain Blvd. Suite 505
Kennesaw, GA 30144
(404) 650-0676

Customer:
UNITED Airlines
1200 E. Algonquin Rd
Elk Grove Township, IL 60007
attn: EXOPP. Manager of Purchasing-
EXECUTIVE

31) **Miscellaneous.**

(a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.

(b) The waiver by either party of any default will not operate as a waiver of any subsequent default.

(c) Customer will pay all of WilTel's costs or expenses, including reasonable attorneys' and collection fees, incurred in enforcing this Agreement.

(d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.

(e) This agreement shall be binding upon and in use to the benefit of WilTel and Customer and their respective successors and assigns.

32) **Terms and Execution.**

(a) This Agreement binds Customer when it is executed by Customer and binds WilTel when executed by WilTel and delivered to Customer.

(b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between WilTel and Customer. WilTel has provided Customer a favorable rent in return for WilTel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.

(c) Customer agrees that WilTel shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, WilTel shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate WilTel for the equipment and services rendered by WilTel to date.

WilTel Communications Systems, Inc.

Customer

By:
 Title:
 Date:

By: *[Signature]*
 Title: RICHARD J. FITZGERALD
BUYER
 Date: 2/12/92

| DEPT. | INITIAL |
|----------|--------------------|
| PER. PP | <i>[Signature]</i> |
| LAW | <i>[Signature]</i> |
| USER | <i>[Signature]</i> |
| BUYER FP | |
| V.P. PP | |

WILTEL

AIRTELE PROPOSAL FOR UNITED AIRLINES

31-Jan-92

| DESCRIPTION | QTY | MONTHLY UNIT RENTAL | EXTENDED MONTHLY RENTAL | UNIT INSTALL | EXTENDED INSTALL |
|--|-----|---------------------|-------------------------|--------------|------------------|
| 1) Switch Access | | | | | |
| Meridian One Port | 229 | \$11.00 | \$2,519.00 | \$30.00 | \$6,870.00 |
| Advanced Features (Call/Transfer, Call Wtg., Call Forward, Call Forward Don't Answer, Individual Speed Call) | 51 | \$5.00 | \$255.00 | \$5.00 | \$255.00 |
| 2) Network Access | | | | | |
| Single Line Local Network Access | 0 | \$18.00 | \$0.00 | \$30.00 | \$0.00 |
| Rotary Network Access | 26 | \$49.00 | \$1,274.00 | \$30.00 | \$780.00 |
| 3) System - Terminal Equipment | | | | | |
| M2008 Digital Phone (Ash) | 51 | \$7.59 | \$387.09 | \$90.00 | \$4,590.00 |
| M2616 Digital Phone (Ash) | 0 | \$16.94 | \$0.00 | \$90.00 | \$0.00 |
| 2500 Set | 164 | \$1.75 | \$287.00 | \$90.00 | \$14,760.00 |
| 4) System - Other | | | | | |
| Voice Mail Box | 51 | \$8.00 | \$408.00 | \$15.00 | \$765.00 |
| Authorization Code | 25 | \$1.00 | \$25.00 | \$15.00 | \$375.00 |
| Service Order Charge | 1 | | | \$50.00 | \$50.00 |
| Station Cable (Required for Fax) | 4 | \$1.00 | \$4.00 | \$90.00 | \$360.00 |
| T-1 Network Interface | 1 | \$132.00 | \$132.00 | \$1,200.00 | \$1,200.00 |
| Total | | | \$5,291.09 | | \$30,005.00 |
| 13.8% Monthly Discount | | | (\$730.17) | | |
| Waived Installation Charges | | | | | (\$1,395.00) |
| 15 Month Discount | | | (\$900.00) | | |
| Total | | | \$3,660.92 | | \$28,610.00 |

Quote #: STS920120

Byron M. Moore

 Byron M. Moore

NXT 9472

PSC 1353

Equipment and Services Schedule I

Rental # _____ Date. February 3 1992
 With respect to the certain Airport Rental Agreement dated
United Airlines 19 _____ (Agreement) between WilTel and
 _____ (Customer), WilTel and Customer agree
 to incorporate the following additional terms and conditions into said
 Agreement.-

- 1) Location: Miami International Airport
- 2) Term: 60 months.
- 3) Payment: Customer shall pay to WilTel the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term; provided, however, that Customer shall pay to WilTel the first monthly Rent payment with respect to the System when Customer delivers to WilTel the Schedule executed by Customer. In the event that Customer does not accept the System for any reason. WilTel shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to WilTel by check in immediately available funds at the address of WilTel as set forth in the Agreement or at such other places as WilTel shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten 10 days of the date when due hereunder Customer shall pay the Overdue Charge (as defined in the Agreement) calculated from the 11th day after the due date to the date of actual receipt of payment. and sixty with ninety two cents.
- 4) Rent: three thousand six hundred Dollars (\$ 3,660.92) (Monthly Rent during Term: \$ 3,660.92 per month during the term of this Agreement) except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company and any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- 5) Security Deposit: Customer shall pay NA month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Schedule as long as the Customer is current on its Rent and applicable taxes. If not current, WilTel may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and WilTel or its assignee.
- 6) Estimated Commencement Date: April 1 19 92
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement: I, II, III
- 8) The total amount due for installation of the System is twenty eight thousand six hundred and ten Dollars (\$ 28,610.00) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable.
- 9) Maintenance Hours: WilTel will respond to System failures during the hours specified by FULL maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).
- 10) Equipment and Features: The equipment and features subject to the Agreement are set forth below:

| | | |
|-----------------------|----|--------|
| 1) Switch Access | \$ | /month |
| AS PER ATTACHED QUOTE | | |
| 2) Network Access | \$ | /month |
| STS920120 | | |

3) System-Terminal Equipment \$ /month
 4) System - Other \$ /month

Monthly Rent \$ _____

(A continuation sheet may be added if more room is needed)

11) Pre-Cutover Changes: In the event that additions and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Charge Notices (ICNs). WilTel and Customer hereby agree that any ICN executed by Customer and delivered to WilTel in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.

12) Post-Cutover Changes: If Customer wishes to add additional WilTel equipment and/or features to the System (excluding, however, minor equipment and/or features with maintenance related thereto which Customer purchases from WilTel for cash) during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as WilTel and Customer may agree in a Customer Service Order (CSO) executed by WilTel and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws & regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to WilTel. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term; the Agreement can be automatically renewed at WilTel's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WilTel in effect at the time of renewal unless otherwise agreed to in writing by the parties.

14) Miscellaneous: All terms defined in the Agreement shall have the same meanings herein.

Customer acknowledges and agrees that WilTel alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment."

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of, the Agreement.

WilTel Communications Systems, Inc.

Customer

By: _____

By: R. Fitzgerald

Title: _____

Title: RICHARD J. FITZGERALD
DIRECTOR PURCHASING

Date: _____

Date: 2/11/92

WILTEL
Schedule I1
Acknowledgement and Certificate of Acceptance

TO WilTel Communications Systems, Inc. (WilTel)

The Customer [UNITED] acknowledges, represents and warrants to WilTel that the equipment subject to the Rental Agreement dated _____ between WilTel and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date: _____

Customer: UNITED Airlines

By: _____

Title: _____

This Agreement is made as of June 7th, 1995, between WITel Communications Systems, Inc., 1701 Golf Road, Ing Meadows Illinois 60008, (WITel), and British Airways of Miami International Airport a corporation/partnership/sole proprietorship (Customer)

1) **Agreement.** WITel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule I) all of which are described on Equipment Schedule 1 attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WITel. Customer agrees to cooperate with WITel by providing all credit and financial information that may be required by WITel. Upon WITel's approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to WITel. In the event all properly executed documents and advance payments are not in the possession of WITel, WITel may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by WITel.

2) **Schedules.** The attached schedules are part of this Agreement:

- Schedule I Equipment and Services Schedule
- Schedule II Acknowledgment and Certificate of Acceptance
- Schedule III Maintenance Schedule

BSvMDC(3)059502

3) **Installation.**

(a) Customer will be responsible for and provide or arrange for at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards; (2) reasonable access for WITel; (3) completed copies of database feature forms in a timely manner as directed by WITel; (4) where not otherwise provided herein, raceway, conduit, holes and wireways; and (5) easements and microwave licenses.

(b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. WITel will install the System in a workmanlike manner without damage to Customer's premises, and will obtain necessary work permits to install the System. WITel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

4) **Force Majeure.** WITel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WITel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange carrier, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.

5) **Term and Acceptance.** This agreement shall be effective upon execution by Customer and WITel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I, provided, however, that Customer's indemnities, assumption of liabilities and other duties, and all of WITel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WITel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).

6) **Payment of Rent.** The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.

7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days' written notice to WITel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with WITel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.

8) **Training.** WITel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.

9) **Maintenance.** WITel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I, provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for WITel to correct a defect in the System is limited to WITel's performance under this Section 9.

WITel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by WITel, upon Customer's request, at WITel's prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls; (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls; or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "routine."

WITel's duty to maintain the System:

(a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind, storms, lightning, act of God or public enemy, or improper wiring, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair or alteration of the equipment or software by anyone other than WITel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WITel at WITel's then prevailing rates; and

(b) Requires that Customer maintain a suitable operating environment for the System

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATIONS, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10) **LIMITATION OF LIABILITY.** WITEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WITEL'S NEGLIGENCE, IN NO EVENT HOWEVER WILL WITEL AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WITEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WITEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

11) **Taxes.** WITel shall make filings and payment for state tangible property taxes on the System. Customer shall pay or reimburse WITel for all other Taxes paid, payable or required to be collected by WITel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. WITel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

Additional Terms and Conditions

BSvMDC(3)059503

- 12) **Tax Credits and Deductions.** Customer understands that WilTel or its assignee intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code [IRC Section 168(b)(1)], and similar benefits under state law with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to WilTel or its assignee of the Tax Benefits.
- 13) **Title.** WilTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow WilTel to affix to and maintain on such System identifying labels indicating WilTel's ownership. The System shall remain personal property and not become a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by WilTel, Customer will, at Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. Customer shall protect and defend WilTel's title, and, at customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through WilTel, and shall not permit WilTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give WilTel immediate notice of any attachment or judicial process affecting any item of the System.
- 14) **Use of the Systems, Inspections and Reports.** Customer shall use the Systems solely for business and not for personal, family or household purposes used on or in connection with the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules. Customer may only use the System at the location set forth in Schedule I. WilTel shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) **Alterations and Attachments.** Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WilTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System. At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.
- 16) **Indemnification.** WilTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to WilTel in writing within sixty (60) calendar days of the incident. Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, WilTel, and its parent company, affiliates, subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort, arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement. WilTel is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WilTel.
- 17) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WilTel. The System will be returned to WilTel in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the System to such condition. WilTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement, WilTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.
- 18) **Events of Default by Customer.** The occurrence of any one or more of the following events (Events of Default) shall constitute a default hereunder:
- (a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuance of such failure for a period of ten (10) calendar days thereafter, or
 - (b) Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to WilTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel, or
 - (c) Dissolution, termination or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer, or
 - (d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against Customer or any property it possesses, or if Customer shall enter into an agreement of composition with its creditors, or
 - (e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto.
- 19) **Remedies of WilTel.** At any time after the occurrence of any Event of Default, WilTel may exercise any one or more of the following remedies:
- (a) WilTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems,
 - (b) WilTel may demand and recover from Customer all Rent and other amounts then due;
 - (c) WilTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein,
 - (d) WilTel may demand that Customer return any System or portion thereof or all of the Systems to WilTel in accordance with Section 17 herein, and
 - (e) WilTel may pursue any other remedy available at law or in equity including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to WilTel in law or in equity. Any repossession or subsequent sale or lease by WilTel of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against Customer shall not bar WilTel's right to repossess any System or portion thereof or all of the Systems.
- 20) **Events of Default by WilTel and Remedy.** In the event of WilTel's material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) **Insurance.** Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage, including the naming of WilTel as an additional insured, and shall provide WilTel with not less than thirty (30) days prior written notice of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify WilTel of any event with respect to a System which might lead to a claim under any insurance policy. Customer will provide evidence (i.e., certificate) of the insurance.

Additional Terms and Conditions

- 22) **Further Assurances.** Customer will execute and deliver to WilTel such additional instruments as WilTel deems necessary hereunder. WilTel may file Uniform Commercial Code financing statements signed by WilTel as Customer's attorney-in-fact.
- 23) **WilTel's Performance of Customer's Obligations.** If Customer fails to perform any of its obligations under this Agreement, WilTel may make any payment which WilTel deems necessary for the maintenance and preservation of the Systems and WilTel's title thereto. All sums so paid (together with all related Overdue Charges as hereinafter defined) and reasonable attorneys' fees incurred by WilTel in connection therewith shall be additional Rent immediately due and payable by Customer to WilTel. The performance of any act or payment by WilTel shall not be deemed a release of any obligation or default on the part of Customer.
- 24) **Severability.** Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition but shall not affect the other provisions of this Agreement.
- 25) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between WilTel and Customer with respect to the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to the subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of WilTel and not expressed in writing are not binding upon WilTel. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both Customer and WilTel, except that WilTel may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion and WilTel may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) **Overdue Payments.** If any payment due and payable by Customer (including, without limitation, interest and delinquency charges), is not paid on the 15th day after the due date, Customer agrees to pay to WilTel a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% of the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) **Assignment.** Customer shall not assign this Agreement without WilTel's written consent. No assignment or transfer of any sort shall release Customer from its obligations hereunder. WilTel may assign any rights under this Agreement to an affiliate or any other assignee, and Customer agrees to execute documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, its obligations under section 16 may not apply in full to such assignee.
- 28) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida.
- 29) **Customer's Representations.** Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable under the laws of the State of Florida, that it has been duly authorized, executed and delivered by Customer, and that all information concerning Customer's financial condition and assets has been or will be supplied to WilTel is and will be true and correct.
- 30) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to the address set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

WilTel
 President, Southeast Region
 WilTel Communications Systems, Inc.
 500 Chastain Blvd Suite 505
 Kennesaw, GA 30144
 (404) 650-0676

Customer,
 British Airways
 15-20 Astoria Blvd.
 Jackson Heights
 New York 11370
 Attn: Elizabeth Genovese

- 31) **Miscellaneous.**
- (a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
 - (b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
 - (c) Customer will pay all of WilTel's costs or expenses, including reasonable attorneys' and collection fees, incurred in enforcing this Agreement.
 - (d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
 - (e) This agreement shall be binding upon and in use to the benefit of WilTel and Customer and their respective successors and assigns.
- 32) **Terms and Execution.**
- (a) This Agreement binds Customer when it is executed by Customer and binds WilTel when executed by WilTel and delivered to Customer.
 - (b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between WilTel and Customer. WilTel shall provide Customer a favorable rent in return for WilTel performing all delivery, installation, and maintenance obligations. This allocation is recognized and accepted by Customer and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
 - (c) Customer agrees that WilTel shall not be obligated under this Rental Agreement if the federal, state or county statutory or regulatory provisions governing WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, the obligation of Customer shall be to compensate WilTel for the equipment and services rendered by WilTel to Customer in writing and Customer's sole obligation thereafter shall be to compensate WilTel for the equipment and services rendered by WilTel to Customer in writing.

| | |
|-------------------------------------|--|
| WilTel Communications Systems, Inc. | Customer |
| By: _____ | By: <u>D. R. [Signature]</u> |
| Title: _____ | Title: Senior Vice President Information Systems |
| Date: _____ | Date: 6/7/95 |

BSvMDC(3)059504

WITTEL

Equipment and Services Schedule I

Agreement # _____ Date _____ 19 95 (Agreement) between WITTEL and _____
 With respect to the certain Airport Rental Agreement dated June 7 _____ 19 95 (Agreement) between WITTEL and _____
 (Customer), WITTEL and Customer agree to incorporate the following additional terms and conditions into
 this Agreement:

- 1) Location: Miami International Airport
- 2) Term: Sixty (60) months
- 3) Payment: Customer shall pay to WITTEL the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term, provided, however, that Customer shall pay to WITTEL the first monthly Rent payment with respect to the System when Customer delivers to WITTEL the Schedule executed by Customer. In the event that Customer does not accept the System for any reason, WITTEL shall be entitled to retain such payment in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to WITTEL by check in immediately available funds at the address of WITTEL as set forth in the Agreement or at such other places as WITTEL shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten (10) days of the date when due hereunder, Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment.
- 4) Rent: Five Hundred Twenty Six Dollars (\$ 520.60) (Monthly Rent during Term \$ 520.60 per month during the term of this Agreement) except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company and any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- 5) Security Deposit: Customer shall pay None month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Schedule as long as the Customer is current on its Rent and applicable taxes. If not current, WITTEL may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and WITTEL or its assignee.
- 6) Estimated Commencement Date: 19
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement Schedules I, II, & III
- 8) Installation: The total amount due for installation of the System is Forty Two Thousand Nine Hundred Dollars (\$ 42,961.02) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable Sixty One 02/1002, 961.02
- 9) Maintenance Hours: WITTEL will respond to System failures during the hours specified by Fullserv maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).
- 10) Equipment and Features: The equipment and features subject to the Agreement are set forth below

| | | | |
|--------------------------------|--|----|--------|
| 1) Switch Access | | \$ | /month |
| 2) Network Access | See Attached Quote #STS9505U5 Revised 5/15/95 | \$ | /month |
| 3) System - Terminal Equipment | | \$ | /month |
| 4) System - Other | | \$ | /month |

Monthly Rent \$ 520.60

(A continuation sheet may be added if more room is needed)

11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices (ICNs). WITTEL and Customer hereby agree that any ICN executed by Customer and delivered to WITTEL in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.

12) Post-Cutover Changes: If Customer wishes to add additional WITTEL equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from WITTEL for cash), during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as WITTEL and Customer may agree in a Customer Service Order (CSO) executed by WITTEL and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws & regulations. The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to WITTEL. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term; the Agreement can be automatically renewed at WITTEL's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WITTEL in effect at the time of renewal unless otherwise agreed to in writing by the parties.

14) Miscellaneous: All terms defined in the Agreement shall have the same meanings herein. Customer acknowledges and agrees that WITTEL alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representatives and this Schedule shall be incorporated into and made a part of, the Agreement.

WITTEL Communications Systems, Inc.

Customer

BSvMDC(3)059505

By

By

Title

Senior Vice President Information Management

Date

6/7/95

9/25/91

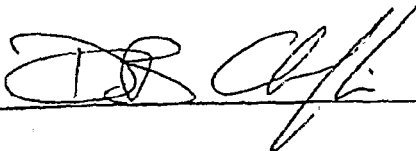
WILTEL
Schedule II
Acknowledgement and Certificate of Acceptance

TO *WilTel Communications Systems, Inc. (WilTel)*

The Customer British Airways acknowledges, represents and warrants to *WilTel* that the equipment subject to the Rental Agreement dated June 7th, 1995 between *WilTel* and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers' specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date: June 7th, 1995

Customer: British Airways

By: 

Title: Senior Vice President
Information Management

BSvMDC(3)059506

WILTEL=
Maintenance Schedule III
FULLSERV Plan

The FULLSERV plan features the following services:

- Rapid response to problems
 - Emergency outage - 2 hours
 - Routine outage - 24 hours
- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 - hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by WilTel not to exceed two annual customer requested studies)

BSvMDC(3)059507

| Description | Qty. | Mo. Unit Rental | Extended Mo. Rental | Unit Install | Extended Install |
|---|------|-----------------|---------------------|--------------|--------------------|
| 1) Switch Access | | | | | |
| Meridian One Port | 0 | \$11.00 | \$0.00 | \$30.00 | \$0.00 |
| Advanced Features | 0 | \$5.00 | Waived | \$5.00 | \$0.00 |
| 2) Network Access | | | | | |
| Single Line Local Network Access | 0 | \$18.00 | \$0.00 | \$30.00 | \$0.00 |
| Rotary Key System Access | 0 | \$29.00 | \$0.00 | \$30.00 | \$0.00 |
| Network Access | 0 | \$49.00 | \$0.00 | \$30.00 | \$0.00 |
| 3) System - Terminal Equipment | | | | | |
| M2008 Digital Phone (Ash) | 0 | \$7.59 | \$0.00 | \$90.00 | \$0.00 |
| M2008 W/Display | 0 | \$11.62 | \$0.00 | \$90.00 | \$0.00 |
| Key Lamp Module W/Footstand | 0 | \$5.63 | \$0.00 | \$45.00 | \$0.00 |
| M2616 Digital Phone (Ash) | 0 | \$16.94 | \$0.00 | \$90.00 | \$0.00 |
| 2500 Set | 0 | \$1.75 | \$0.00 | \$90.00 | \$0.00 |
| 2554 Set | 0 | \$1.75 | \$0.00 | \$90.00 | \$0.00 |
| Fax or Modem Termination | 0 | \$1.00 | \$0.00 | \$90.00 | \$0.00 |
| Level 3 Cable Credit From Section 4 | 0 | (\$1.00) | \$0.00 | (\$60.00) | \$0.00 |
| 4) System - Other | | | | | |
| Voice Mail Box | 6 | \$5.00 | \$30.00 | \$15.00 | Waived |
| Level 3 and 5 Cables to a Dual Jack (8W-Ortonics) | 37 | \$3.62 | \$133.94 | \$120.00 | \$4,440.00 |
| Level 5 Data Cable (8W-Ortonics) | 31 | \$2.62 | \$81.22 | \$60.00 | \$1,860.00 |
| Service Order Charge | 1 | N/A | N/A | \$50.00 | \$50.00 |
| Four Strands of Multimode Fiber | 4000 | \$0.06 | \$240.00 | \$3.00 | \$12,000.00 |
| Fiber Termination | 8 | N/A | \$0.00 | \$85.00 | \$680.00 |
| ST Connector in Fiber Patch Panel | 8 | \$3.36 | \$26.88 | \$13.44 | \$107.52 |
| Fiber Patch Panel (12 Fibers) | 2 | \$4.28 | \$8.56 | \$105.00 | \$210.00 |
| Ortonics Level Five 64 Port Patch Panel (8W) | 0 | \$15.72 | \$0.00 | \$140.00 | \$0.00 |
| Nineteen Inch Racks | 2 | \$9.43 | Waived | \$140.00 | \$280.00 |
| UPS System (Oneac 400XR) | 0 | \$20.70 | \$0.00 | \$140.00 | \$0.00 |
| Total | | | \$520.60 | | \$19,627.52 |
| Conduit Installation Per Attachment A | 1 | N/A | | \$18,848.50 | \$18,848.50 |
| Electrical Circuits Per Attachment B | 1 | N/A | | \$4,485.00 | \$4,485.00 |
| Installation Total | | | | | \$42,961.02 |

Quote #: STS950505 (Revised 5/15/95)

Byron Moore / HK

Byron M. Moore
Regional Account Manager

Note:

- Quote subject to the terms of WiTel's Airport Rental Agreement
- Quote based on installation within the terminal, including Concourse A
- The quote includes only those items specified in the quote.
- Fees waived only on the equipment installed with the initial installation.
- The non-keyed level five RJ45 plug serves as the demark point between British Airways' equipment and WiTel's cabling.
- The level five cables are to terminate in the communications rooms on non-keyed level five RJ45 plug.

BSvMDC(3)059508

British Airways Attachement "A"

Conduits

B2159 to Ticket Counter - 2" EMT

B2159 to Back Offices, Room 2160 thru 2163 - 2" EMT

B2159 to Concourse B 3rd Floor Bag Service - 3/4" EMT

Interline Count - 1" EMT

B2159 to Concourse B 1st Floor Baggage Make up to
existing cable tray - 3/4" EMT

Concourse A COMMS room to VIPS Lounge - 3/4" EMT

Transit Lounge 3/4" EMT

Ops room - 2" EMT

Conduit from Podiums A-12 and A-16 to existing cable tray - 1" EMT

WILTEL

British Airways Attachement "B"

Electrical Circuits

B2159 Four Duplex Receptacles 20 Amp

BSvMDC(3)059510

WilTel Communications Systems, Inc
5100 NW 33rd Avenue, Suite 144
Fort Lauderdale, Florida 33309
305 735 0130
Fax 305 677 2037
Toll Free 1 800 669 0450

WILTEL

February 19, 1996

Mr Kyle Hardin
GEC Marconi
2975 Northwoods Parkway
Norcross, GA 30071

Dear Mr. Hardin:

Enclosed please find WilTel's Airport Rental Agreement for your review. WilTel's Airtele system at MIA provides communications for DCAD and other tenants including Duty Free Shops and major carriers. System subscribers can transfer calls between extensions, establish conference calls, and access each other with four digit dialing. Rates for the Airtele System are typically 25% to 40% less than the local utility for comparable service.

The on-site WilTel support staff includes an operations manager, an engineer, a customer service representative, and numerous technicians. This staff allows WilTel to provide prompt quality communications to all companies receiving service from the Airtele System.

I need an executed copy of the enclosed contract from GEC Marconi with a check in the amount of \$297.50 prior to the commencement of work. The estimated installation completion date is 5 days from receipt by WilTel of a valid contract.

I greatly appreciate GEC Marconi's consideration of the Airtele System. Please call me at (954) 677-2059 with any questions.

Sincerely,

Holly Klaity
Holly Klaity
Regional Inside Sales Analyst

/hk
enclosure

One of the Williams Companies, Inc. 

NXT 4588

Final Exhibit
No. 103

PSC 1378

This Agreement is made as of _____ 19____ between WilTel Communications Systems, Inc., 1701 Golf Road, Rolling Meadows Illinois 60008 (WilTel), and GEC Marconi of Miami International Airport a _____ corporation/partnership/sole proprietorship (Customer)

1) **Agreement.** WilTel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling (when itemized on Schedule I) all of which are described on Equipment Schedule I attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WilTel. Customer agrees to cooperate with WilTel by providing all credit and financial information that may be required by WilTel. Upon WilTel's approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to WilTel. In the event all properly executed documents and advance payments are not in the possession of WilTel, WilTel may, in addition to other rights and remedies, delay cutover until such executed documents and advance payments are received and approved by WilTel.

2) **Schedules.** The attached schedules are part of this Agreement.

- Schedule I Equipment and Services Schedule
- Schedule II Acknowledgment and Certificate of Acceptance
- Schedule III Maintenance Schedule

3) **Installation.**

(a) Customer will be responsible for and provide or arrange for at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for WilTel, (3) completed copies of database feature forms in a timely manner as directed by WilTel, (4) where not otherwise provided herein, raceway, conduit, holes and wireways and (5) easements and microwave licenses.

(b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. WilTel will install the System in a workmanlike manner without damage to Customer's premises, and will obtain necessary work permits to install the System. WilTel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

4) **Force Majeure.** WilTel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WilTel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non payment, or failure to execute an acceptance certificate or rental document.

5) **Term and Acceptance.** This agreement shall be effective upon execution by Customer and WilTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I, provided however, that Customer's indemnities, assumption of liabilities and other duties, and all of WilTel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the Acknowledgment and Certificate of Acceptance in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WilTel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).

6) **Payment of Rent.** The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.

7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days written notice to WilTel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with WilTel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.

8) **Training.** WilTel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.

9) **Maintenance.** WilTel will maintain the System in good repair and will provide the necessary parts and labor to so maintain the System as provided in Schedule I provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for WilTel to correct a defect in the System is limited to WilTel's performance under this Section 9.

WilTel will provide on call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by WilTel, upon Customer's request, at WilTel's prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls, (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls, or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "trouble."

WilTel's duty to maintain the System

(a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind, storms, lightning, act of God or public enemy, or improper wiring, installation, failure or changes resulting from local exchange company power company, and other transmission providers, repair or alteration of the equipment or software by anyone other than WilTel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WilTel at WilTel's then prevailing rates, and

(b) Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATIONS, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILTEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10) **LIMITATION OF LIABILITY.** WILTEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILTEL'S NEGLIGENCE. IN NO EVENT HOWEVER WILL WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

11) **Taxes.** WilTel shall make filings and payment for state tangible property taxes on the System. Customer shall pay or reimburse WilTel for all other Taxes paid, payable or required to be collected by WilTel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. WilTel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

Additional Terms and Conditions

- 2) **Tax Credits and Deductions.** Customer understands that WilTel or its assignee intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code [IRC Section 168(b) (1)], and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to WilTel or its assignee of the Tax Benefits.
- 13) **Title.** WilTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow WilTel to affix to and maintain on such System identifying labels indicating WilTel's ownership. The System shall remain personal property and not become a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by WilTel, Customer will, at Customer's expense, furnish a landlord and/or mortgage waiver with respect to the System. Customer shall protect and defend WilTel's title, and, at customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through WilTel, and shall not permit WilTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give WilTel immediate notice of any attachment or judicial process affecting any item of the System.
- 14) **Use of the Systems, Inspections and Reports.** Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules. Customer's insurance policies and obligations of customer under Section 9. WilTel shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) **Alterations and Attachments.** Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WilTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
- At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.
- 16) **Indemnification.** WilTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to WilTel in writing within sixty (60) calendar days of the incident. Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, WilTel, and its parent company, affiliates, subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort, arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement. WilTel is an independent contractor and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WilTel.
- 17) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WilTel. The System will be returned to WilTel in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the System to such condition. WilTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement, WilTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.
- 18) **Events of Default by Customer.** The occurrence of any one or more of the following events (Events of Default) shall constitute a default hereunder:
- (a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter, or
 - (b) Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to WilTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel, or
 - (c) Dissolution, termination or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer, or
 - (d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against Customer or any property it possesses, or if Customer shall enter into an agreement of composition with its creditors, or
 - (e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto.
- 19) **Remedies of WilTel.** At any time after the occurrence of any Event of Default, WilTel may exercise any one or more of the following remedies:
- (a) WilTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems,
 - (b) WilTel may demand and recover from Customer all Rent and other amounts then due,
 - (c) WilTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein,
 - (d) WilTel may demand that Customer return any System or portion thereof or all of the Systems to WilTel in accordance with Section 17 herein, and
 - (e) WilTel may pursue any other remedy available at law or in equity including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to WilTel in law or in equity. Any repossession or subsequent sale or lease by WilTel of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against Customer shall not bar WilTel's right to repossess any System or portion thereof or all of the Systems.
- 20) **Events of Default by WilTel and Remedy.** In the event of WilTel's material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) **Insurance.** Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage including the naming of WilTel as an additional insured, and shall provide WilTel with not less than thirty (30) days prior written notice of the effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify WilTel of any event with respect to a

Additional Terms and Conditions

- 22) **Further Assurances.** Customer will execute and deliver to WilTel such additional instruments as WilTel deems necessary hereunder. WilTel is authorized to file Uniform Commercial Code financing statements signed by WilTel as Customer's attorney in fact.
- 23) **WilTel's Performance of Customer's Obligations.** If Customer fails to perform any of its obligations under this Agreement, WilTel may perform any act or make any payment which WilTel deems necessary for the maintenance and preservation of the Systems and WilTel's title thereto. All sums so paid by WilTel (together with all related Overdue Charges, as hereinafter defined) and reasonable attorneys' fees incurred by WilTel in connection therewith shall be additional Rent immediately due and payable by Customer to WilTel. The performance of any act or payment by WilTel shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) **Severability.** Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between WilTel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements, whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of WilTel and not expressed in this Agreement are not binding upon WilTel. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both WilTel and Customer, except that WilTel may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and WilTel may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) **Overdue Payments.** If any payment due and payable by Customer (including, without limitation, interest and delinquency charges), is not received on the 15th day after the due date, Customer agrees to pay to WilTel a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) **Assignment.** Customer shall not assign this Agreement without WilTel's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. WilTel may assign any rights under this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in full to such assignee.
- 28) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29) **Customer's Representations.** Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer, and that all information concerning Customer's financial condition which has been or will be supplied to WilTel is and will be true and correct.
- 30) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

WilTel
 President Southeast Region
 WilTel Communications Systems, Inc.
 500 Chastain Blvd, Suite 505
 Kennesaw, GA 30144
 (404) 650 0676

Customer

GEC Marconi
 PO Box 81999
 Atlanta, GA 30366
 Kyle Hardin
 770/417-4689

31) Miscellaneous.

- (a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
- (b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
- (c) Customer will pay all of WilTel's costs or expenses, including reasonable attorneys' and collection fees, incurred in enforcing this Agreement.
- (d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- (e) This agreement shall be binding upon and in use to the benefit of WilTel and Customer and their respective successors and assigns.

32) Terms and Execution.

- (a) This Agreement binds Customer when it is executed by Customer and binds WilTel when executed by WilTel and delivered to Customer.
- (b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between WilTel and Customer. WilTel has provided Customer a favorable rent in return for WilTel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
- (c) Customer agrees that WilTel shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, WilTel shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate WilTel for the equipment and services rendered by WilTel to date.

| | |
|-------------------------------------|-------------|
| WilTel Communications Systems, Inc. | Customer |
| By _____ | By _____ |
| Title _____ | Title _____ |
| Date _____ | Date _____ |

00001

NXT 4591

PSC 1381

WILTEL

Equipment and Services Schedule I

Rental # _____ Date _____ 19____
 With respect to the certain Airport Rental Agreement dated _____ 19____ (Agreement) between WilTel and
 (Customer), WilTel and Customer agree to incorporate the following additional terms and conditions into

Agreement

1) Location: Gate F7, First Floor, Miami International Airport

2) Term: Twelve (12) months

3) Payment: Customer shall pay to WilTel the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule plus any such additional amounts as may arise hereunder pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term, provided however, that Customer shall pay to WilTel the first monthly Rent payment with respect to the System when Customer delivers to WilTel the Schedule executed by Customer. In the event that Customer does not accept the System for any reason, WilTel shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to WilTel by check in immediately available funds at the address of WilTel as set forth in the Agreement or at such other places as WilTel shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten (10) days of the date when due hereunder, Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment.

4) Rent: Eight Hundred Thirty Six (\$ 836.40) Annual Rent during Term \$ 836.40 per year during the term of this Agreement, except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified, telephone numbers, directory listings, and all other charges of the local exchange company and any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.

5) Security Deposit: Customer shall pay None month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Schedule as long as the Customer is current on its Rent and applicable taxes. If not current, WilTel may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and WilTel or its assignee.

6) Estimated Commencement Date: _____ 19____

7) Attachments: The following Schedules are attached to and made a part of this Agreement: Schedules I, II, & III

8) Installation: The total amount due for installation of the System is Two Hundred Ninety Seven 50/100 Dollars (\$ 297.50) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable.

9) Maintenance Hours: WilTel will respond to System failures during the hours specified by Fullserv maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).

10) Equipment and Features: The equipment and features subject to the Agreement are set forth below:

- | | | |
|--------------------------------|----|-------|
| 1) Switch Access | \$ | month |
| 2) Network Access | \$ | month |
| 3) System - Terminal Equipment | \$ | month |
| 4) System Other | \$ | month |
- See Attached Quote #3TS960219

Annual Rent \$ 836.40

(A continuation sheet may be added if more room is needed)

11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices (ICNs). WilTel and Customer hereby agree that any ICN executed by Customer and delivered to WilTel in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.

12) Post-Cutover Changes: If Customer wishes to add additional WilTel equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from WilTel for cash), during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as WilTel and Customer may agree in a Customer Service Order (CSO) executed by WilTel and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws & regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to WilTel. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term, the Agreement can be automatically renewed at WilTel's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WilTel in effect at the time of renewal unless otherwise agreed to in writing by the parties.

14) Miscellaneous: All terms defined in the Agreement shall have the same meanings herein. Customer acknowledges and agrees that WilTel alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of, the Agreement.

WilTel Communications Systems, Inc.

Customer

By _____

By _____

Title _____

Title _____

Date _____

Date _____

9/25/91

NXT 4592

**WILTEL
Schedule II
Acknowledgement and Certificate of Acceptance**

TO WilTel Communications Systems, Inc. (WilTel)

GEC Marconi

The Customer (_____) acknowledges, represents and warrants to WilTel that the equipment subject to the Rental Agreement dated _____ between WilTel and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date: _____

Customer: _____

By: _____

Title: _____

WILTEL
Maintenance Schedule III
FULLSERV Plan

The FULLSERV plan features the following services:

- **Rapid response to problems**
 - Emergency outage - 2 hours
 - Routine outage - 24 hours
- **All parts and labor included**
- **Standard coverage 24 hours a day, 7 days a week**
- **24 - hour Emergency Service**
- **Diagnostics run remotely when applicable**
- **Preventative maintenance routines**
- **Utility coordination with the local telephone company and other common carriers**
- **Communications consultations on your system**
- **User training (optional, extra cost)**
- **Traffic Studies (as scheduled by WilTel not to exceed two annual customer requested studies)**

| Description | Qty. | Mo. Unit Rental | Extended Mo. Rental | Unit Install | Extended Install |
|---|------|-----------------|---------------------|--------------|------------------|
| 1) Switch Access | | | | | |
| Meridian One Port | 4 | \$11.00 | \$44.00 | \$30.00 | \$120.00 |
| Advanced Features (Conference Calling, Speed Calling, Etc.) | 0 | \$5.00 | \$0.00 | \$5.00 | \$0.00 |
| 2) Network Access | | | | | |
| Single Line Local Network Access | 2 | \$18.00 | \$36.00 | \$30.00 | \$60.00 |
| Rotary Key System Access | 0 | \$29.00 | \$0.00 | \$30.00 | \$0.00 |
| Network Access | 0 | \$49.00 | \$0.00 | \$30.00 | \$0.00 |
| 3) System - Terminal Equipment | | | | | |
| M2008 Digital Phone (Ash) | 0 | \$7.59 | \$0.00 | \$90.00 | \$0.00 |
| M2008 W/Display | 0 | \$11.62 | \$0.00 | \$90.00 | \$0.00 |
| Key Lamp Module W/Footstand | 0 | \$5.63 | \$0.00 | \$45.00 | \$0.00 |
| M2616 Digital Phone (Ash) | 0 | \$16.94 | \$0.00 | \$90.00 | \$0.00 |
| M2616 Digital Phone with Display (Ash) | 0 | \$17.94 | \$0.00 | \$90.00 | \$0.00 |
| 2500 Set | 0 | \$1.75 | \$0.00 | \$90.00 | \$0.00 |
| 4) System - Other | | | | | |
| Cabling (Customer Provided Telephones) | 2 | \$1.00 | \$2.00 | \$60.00 | \$120.00 |
| Voice Mail Box | 0 | \$5.00 | \$0.00 | \$15.00 | \$0.00 |
| Authorization Code | 0 | \$1.00 | \$0.00 | \$15.00 | \$0.00 |
| Service Order Charge | 1 | N/A | N/A | \$50.00 | \$50.00 |
| Level 3 Cable (Fax, Clock, & Modem) | 0 | \$1.00 | \$0.00 | \$90.00 | \$0.00 |
| Extended 25 Pair Cable w/Lightning Protection | 0 | \$18.42 | \$0.00 | \$0.00 | \$0.00 |
| SUBTOTAL | | | \$82.00 | | \$350.00 |
| Less 15% United Airlines Discount | | | (\$12.30) | | (\$52.50) |
| TOTAL | | | \$69.70 | | \$297.50 |

Quote #: STS960219

Holly Klarity

 Holly Klarity
 Regional Inside Sales Rep.

Notes:

1. Quote subject to the terms of WiTel's Airport Rental Agreement
2. Installation at Gate F-7 in the MIA Terminal.
3. An authorization code is required to place long distance calls.
4. Installation charge is payable with execution of contract to start work
5. Contracts shorter than one (1) year require full payment upon cutover of system

WiTel Communications Systems, Inc
5100 NW 33rd Avenue, Suite 144
Fort Lauderdale, Florida 33309
305 735 0130
Fax 305 677 2037
Toll Free 1 800 569 0450

WITTEL

Facsimile Cover Sheet

To: Kyle Hardin
Company: GEC Marconi
Phone: 770/417-4689
Fax: 770/263-4796

From: Holly Klaity
Branch: Fort Lauderdale
Phone: 305/677-2059
Fax: 305/677-2037

Date: February 19, 1996
Time: 04:33 PM

**Pages including this
cover page:** ~~8~~ 9

Comments: Airtele Proposal for GEC Marconi at MIA. The original is coming Airborne to you tomorrow. Please call me if you have any questions.

WILLIAMS TELECOMMUNICATIONS SYSTEMS, INC. Airport Rental Agreement

This Agreement is made as of August 27, 1997 between Williams Telecommunications Systems, Inc., a Delaware corporation, 2800 Post Oak Boulevard, Houston, Texas 77056, (WITel) and Carne Concessions of Miami International Airport a _____ corporation/partnership/sole proprietorship (Customer).

- 1) **Agreement.** WITel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule I) all of which are described on Equipment Schedule I attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WITel. Customer agrees to cooperate with WITel by providing all credit and financial information that may be required by WITel. Upon WITel's approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to WITel. In the event all properly executed documents and advance payments are not in the possession of WITel, WITel may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by WITel.

- 2) **Schedules.** The attached schedules are part of this Agreement:

| | |
|----------------|--|
| - Schedule I | Equipment and Services Schedule |
| - Schedule II | Acknowledgment and Certificate of Acceptance |
| - Schedule III | Maintenance Schedule |

- 3) **Installation.**

a) Customer will be responsible for and provide or arrange for at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for WITel, (3) completed copies of database feature forms in a timely manner as directed by WITel, (4) where not otherwise provided herein, raceway, conduit, holes and wireways, and (5) easements and microwave licenses.

b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. WITel will install the System in a workmanlike manner without damage to Customer's premises, and will obtain necessary work permits to install the System. WITel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

- 4) **Force Majeure.** WITel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WITel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.

- 5) **Term and Acceptance.** This Agreement shall be effective upon execution by Customer and WITel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I, provided however, the Customer's indemnities, assumption of liabilities and other duties, and all of WITel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WITel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).

- 6) **Payment of Rent.** The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.

- 7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty (60) days' written notice to WITel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with WITel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.

- 8) **Training.** WITel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.

- 9) **Maintenance.** WITel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I, provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's **SOLE AND EXCLUSIVE REMEDY** for WITel to correct a defect in the System is limited to WITel's performance under this Section 9.

WITel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by WITel upon Customer's request, at WITel's prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls, (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls, or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "routine".

WITel's duty to maintain the System

- a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind storms, lightning, act of God or public enemy or improper wiring, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair or alteration of the equipment or software by anyone other than WITel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WITel at WITel's then prevailing rates, and

- b) Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10) **LIMITATION OF LIABILITY.** WITEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WITEL'S NEGLIGENCE. IN NO EVENT HOWEVER WILL WITEL AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WITEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WITEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) **Taxes.** WITel shall make filings and payment for state tangible property taxes on the System. Customer shall pay or reimburse WITel for all other Taxes paid, payable or required to be collected by WITel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. WITel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

BSvMDC(3)059546

Additional Terms and Conditions

- 12) **Tax Credits and Deductions.** Customer understands that WiTel or its assignee intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for (five year) property as provided in Internal Revenue Code [IRC Section 168 (b) (1)] and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to WiTel or its assignee of the Tax Benefits.
- 13) **Title.** WiTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow WiTel to affix to and maintain on such System identifying labels indicating WiTel's ownership. The System shall remain personal property and not become a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by WiTel, Customer will, at Customer's expense furnish a landlord and/or mortgagee waiver with respect to the System. Customer shall protect and defend WiTel's title, and, at Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through WiTel, and shall not permit WiTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give WiTel immediate notice of any attachment or judicial process affecting any item of the System.
- 14) **Use of the Systems, Inspections and Reports.** Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule 1. Customer's use of the System shall conform with all applicable laws and rules, Customer's insurance policies and obligations of Customer under Section 9. WiTel shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) **Alterations and Attachments.** Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WiTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
- At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WiTel.
- 16) **Indemnification.** WiTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to WiTel in writing within sixty (60) calendar days of the incident.
- Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, WiTel, and its parent company, affiliates, subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort, arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligation shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement. WiTel is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WiTel.
- 17) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WiTel. The System will be returned to WiTel in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the System to such condition. WiTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WiTel, then in addition to all other remedies in this Agreement, WiTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WiTel.
- 18) **Events of Default by Customer.** The occurrence of any one or more of the following events (Events of Default) shall constitute a default hereunder:
- Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter; or
 - Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to WiTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WiTel; or
 - Discontinuation, termination or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer; or
 - Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy reorganization or similar law by or against Customer or any property it possesses; or if Customer shall enter into an agreement of composition with its creditors; or
 - The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto.
- 19) **Remedies of WiTel.** At any time after the occurrence of any Event of Default, WiTel may exercise any one or more of the following remedies:
- WiTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems;
 - WiTel may demand and recover from Customer all Rent and other amounts then due;
 - WiTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of Customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein;
 - WiTel may demand that Customer return any System or portion thereof or all of the Systems to WiTel in accordance with Section 17 herein; and
 - WiTel may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to WiTel in law or in equity. Any repossession or subsequent sale or lease by WiTel of any portion of the System shall not bar any action for a deficiency as herein provided; and the bringing of any action or the entry of a judgment against Customer shall not bar WiTel's right to repossess any System or portion thereof or all of the Systems.
- 20) **Events of default by WiTel and Remedy.** In the event of WiTel's material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) **Insurance.** Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies in such amounts and with such insurers such policies and coverage, including the naming of WiTel as an additional insured; and shall provide WiTel with not less than thirty (30) days' prior written notice of the effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify WiTel of any event with respect to a System which might lead to a claim under any insurance policy. Customer will provide evidence (i.e., certificate) of the insurance.

Additional Terms and Conditions

- 22) **Further Assurances.** Customer will execute and deliver to WITel such additional instruments as WITel deems necessary hereunder. WITel is authorized to file Uniform Commercial Code financing statements signed by WITel as Customer's attorney-in-fact.
- 23) **WITel's Performance of Customer's Obligations.** If Customer fails to perform any of its obligations under this Agreement, WITel may perform any act or make any payment which WITel deems necessary for the maintenance and preservation of the Systems and WITel's title thereto. All sums so paid by WITel (together with all related Overdue Charges, as hereinafter defined) and reasonable attorneys' fees incurred by WITel in connection therewith shall be additional Rent immediately due and payable by Customer to WITel. The performance of any act or payment by WITel shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) **Severability.** Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition but shall not affect the other provisions of this Agreement.
- 25) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between WITel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of WITel and not expressed in this Agreement are not binding upon WITel. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both WITel and Customer, except that WITel may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and WITel may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) **Overdue Payments.** If any payment due and payable by Customer (including with limitation, interest and delinquency charges), is not received on the 11th day after the due date, Customer agrees to pay to WITel a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) **Assignment.** Customer shall not assign this Agreement without WITel's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. WITel may assign any rights under this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in full to such assignee.
- 28) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29) **Customer's Representations.** Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer, and that all information concerning Customer's financial condition which has been or will be supplied to WITel is and will be true and correct.
- 30) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

WITel
 Vice President, Southeast Region
 WITel Communications Systems, Inc.
 500 Chastain Boulevard, Suite 505
 Kennesaw, Georgia 30144
 (770) 590-3800

Customer
 Carme Concessions
 P.O. Box 996697
 Miami, Florida 33299
 Attn: Angel Scott, 305/869-3052

- 31) **Miscellaneous.**
 - a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
 - b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
 - c) Customer will pay all of WITel's costs or expenses, including reasonable attorneys' and collection fees, incurred in enforcing this Agreement.
 - d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
 - e) This agreement shall be binding upon and in use to the benefit of WITel and Customer and their respective successors and assigns.
- 32) **Terms and Execution.**
 - a) This Agreement binds Customer when it is executed by Customer and binds WITel when executed by WITel and delivered to Customer.
 - b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between WITel and Customer. WITel has provided Customer a favorable rent in return for WITel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
 - c) Customer agrees that WITel shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting WITel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WITel or services hereunder. In such event, WITel shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate WITel for the equipment and services rendered by WITel to date.

Williams Telecommunications Systems, Inc.

Customer

By: _____

By: *Brenda Turner*

Title: _____

Title: *President / CEO*

Date: _____

Date: *Sept 2, 1997*

BSvMDC(3)059548

WILLIAMS TELECOMMUNICATIONS SYSTEMS, INC.

Equipment and Services Schedule I

Rental # _____ Date _____
 With respect to the certain Airport Rental Agreement dated August 27, 1997 (Agreement) between WiTel and Carnie Concessions (Customer), WiTel and Customer agree to incorporate the following additional terms and conditions into said Agreement.

- 1) Location: Miami International Airport
- 2) Term: Twenty Four (24) months.
- 3) Payment. Customer shall pay to WiTel the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term, provided, however, that Customer shall pay to WiTel the first monthly Rent payment with respect to the System when Customer delivers to WiTel the Schedule executed by Customer. In the event that Customer does not accept the System for any reason, WiTel shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to WiTel by check in immediately available funds at the address of WiTel as set forth in the Agreement or at such other places as WiTel shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten (10) days of the date when due hereunder, Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment.
- 4) Rent: One Hundred Ninety One 25/100 Dollars (\$191.28) (Monthly Rent during Term: \$191.28 per month during the term of this Agreement), except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings and all other charges of the local exchange company of any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- 5) Security Deposit: Customer shall pay zero month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Schedule as long as the Customer is current on its Rent and applicable taxes. If not current, WiTel may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and WiTel or its assignee.
- 6) Estimated Commencement Date: August 27, 1997
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement: Schedule I, II, & III
- 8) Installation: The total amount due for installation of the System is One Hundred Fifty Five 00/100 Dollars (\$155.00) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable.
- 9) Maintenance Hours: WiTel will respond to System failures during the hours specified by FullServ maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).
- 10) Equipment and Features. The equipment and features subject to the Agreement are set forth below:

| | | | |
|----|---------------------------|----|--------|
| 1) | Switch Access | \$ | /month |
| 2) | Network Access | \$ | /month |
| 3) | System Terminal Equipment | \$ | /month |
| 4) | System - Other | \$ | /month |

Monthly Rent \$191.28 (See Attached Quote #STS970819)
 (A continuation sheet may be added if more room is needed)

- 11) Pre-Cutover Changes. In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices (ICNs). WiTel and Customer hereby agree that any ICN executed by Customer and delivered to WiTel in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.
- 12) Post-Cutover Changes. If Customer wishes to add additional WiTel equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from WiTel for cash) during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as WiTel and Customer may agree in a Customer Service Order (CSO) executed by WiTel and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in law laws and regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

- 13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to WiTel. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term, the Agreement can be automatically renewed at WiTel's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WiTel in effect at the time of renewal unless otherwise agreed to in writing by the parties.
- 14) Miscellaneous. All terms defined in the Agreement shall have the same meaning herein.
 Customer acknowledges and agrees that WiTel alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement.

Williams Telecommunications Systems, Inc.

 By: _____
 Title: _____
 Date: _____

Customer
Brandon Thomas
 By: _____
President/CEO
 Title: _____
Sept 2 1997
 Date: _____

Williams Telecommunications Systems, Inc. Acknowledgment & Certificate of Acceptance

To Williams Telecommunications Systems, Inc. (WiTel)

The Customer (Carrie Concession) acknowledges, represents and warrants to WiTel that the equipment subject to the Rental Agreement dated August 27, 1997 between WiTel and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting use to be made through the equipment to and from the facility in which the equipment is located on the Commencement Date.

Commencement Date: 9/2/97

Customer: Franklin Dumas / Carrie Concessions

By: Franklin Dumas

Title: President / CEO

The FULLSERV plan features the following services:

- Rapid response to problems
 - Emergency outage - 2 hours
 - Routine outage - 24 hours
- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 - hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by WiTel not to exceed two annual customer requested studies)



AMENDMENT TO AIRPORT RENTAL AGREEMENT

THIS AMENDMENT shall amend and shall constitute a part of the attached Airport Rental Agreement (the "Agreement") made as of August 27, 1997 and the terms hereof will for all purposes be deemed incorporated into the Agreement.

Effective April 1, 1997, Williams Telecommunications Systems, Inc. and Nortel Communications Systems, Inc. were merged into WilTel Communications, LLC ("WilTel"), a Delaware limited liability company. For the purposes of the attached Agreement, all references to "Williams Telecommunications Systems, Inc." and WilTel shall be construed as references to "WilTel Communications, LLC".

WILTEL COMMUNICATIONS, LLC.

CUSTOMER: Carrie Concessions

BY: _____

NAME: *Bernadine*

TITLE: *President/CEO*

BSvMDC(3)059552

Airtele Proposal for the Carrie Company

| Description | Qty. | Mo. Unit Rental | Extended Mo. Rental | Unit Install | Extended Install |
|--|------|--------------------|------------------------|-----------------|---------------------|
| 1) Switch Access | | | | | |
| Meridian One Port | 7 | \$12.00 | \$84.00 | \$30.00 | Waived |
| Advanced Features (Conference Calling, Speed Calling, Etc) | 3 | \$5.00 | \$15.00 | \$5.00 | \$15.00 |
| 2) Network Access | | | | | |
| Single Line Local Network Access | 3 | \$18.00 | \$54.00 | \$30.00 | Waived |
| Rotary Key System Access | 0 | \$29.00 | \$0.00 | \$30.00 | \$0.00 |
| Network Access | 0 | \$49.00 | \$0.00 | \$30.00 | \$0.00 |
| 3) System - Terminal Equipment | | | | | |
| M2008 Digital Phone (Ash) | 0 | \$7.59 | \$0.00 | \$90.00 | \$0.00 |
| M2008 W/Display | 0 | \$11.62 | \$0.00 | \$90.00 | \$0.00 |
| M2008HF Digital Phone (Ash) (See Note 4) | 3 | \$8.76 | \$26.28 | \$30.00 | \$90.00 |
| Key Lamp Module W/Footstand | 0 | \$5.63 | \$0.00 | \$45.00 | \$0.00 |
| M2616 Digital Phone (Ash) | 0 | \$16.94 | \$0.00 | \$90.00 | \$0.00 |
| M2616 Digital Phone with Display (Ash) | 0 | \$17.94 | \$0.00 | \$90.00 | \$0.00 |
| 2500 Set | 0 | \$1.75 | \$0.00 | \$90.00 | \$0.00 |
| 4) System - Other | | | | | |
| Voice Mail Box | 2 | \$5.00 | \$10.00 | \$15.00 | Waived |
| Authorization Code | 1 | \$1.00 | \$1.00 | \$15.00 | Waived |
| Service Order Charge | 1 | N/A | N/A | \$50.00 | \$50.00 |
| Level 3 Cable (Fax, Clock, & Modem) | 1 | \$1.00 | \$1.00 | \$140.00 | Waived |
| Dry Pair within the Terminal (between IDFs) | 0 | \$15.00 | \$0.00 | \$180.00 | \$0.00 |
| TOTAL | | | \$191.28 | | \$155.00 |

Quote #/ STS970819


 Holly Klaity
 National Accounts Sales Support Consultant

Notes:

1. Quote subject to the terms of WiTel's Airport Rental Agreement.
2. Installation at Miami International Airport.
3. Waived installation charges only apply to existing items on Airport Rental Agreement
4. Reduced installation rate applies to upgrading equipment only.
5. An authorization code is required for long distance calls

BSvMDC(3)059553

09/05/97

WILLIAMS COMMUNICATIONS SOLUTIONS, LLC

Airport Rental Agreement

This Agreement is made as of September 28, 2000 between Williams Communications Solutions, LLC a Delaware corporation, 2800 Post Oak Boulevard, Houston, Texas 77056, (Williams), and ADT Security Services, Inc. of Miami, Florida a corporation/partnership/sole proprietorship (Customer).

1) **Agreement.** Williams agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling. (when itemized on Schedule I) all of which are described on Equipment Schedule I attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by Williams. Customer agrees to cooperate with Williams by providing all credit and financial information that may be required by Williams. Upon Williams's approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to Williams. In the event all properly executed documents and advance payments are not in the possession of Williams, Williams may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by Williams.

2) **Schedules.** The attached schedules are part of this Agreement.

- Schedule I Equipment and Services Schedule
- Schedule II Acknowledgment and Certificate of Acceptance
- Schedule III Maintenance Schedule

3) **Installation**

- a) Customer will be responsible for and provide or arrange for at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for Williams, (3) completed copies of database feature forms in a timely manner as directed by Williams, (4) where not otherwise provided herein, raceway, conduit, holes and wireways, and (5) easements and microwave licenses
- b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Williams will install the System in a workmanlike manner without damage to Customer's premises, and will obtain necessary work permits to install the System. Williams will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

4) **Force Majeure.** Williams's performance under this Agreement shall be excused to the extent and for the time compliance is beyond Williams's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.

5) **Term and Acceptance.** This Agreement shall be effective upon execution by Customer and Williams, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I; provided, however, the Customer's indemnities, assumption of liabilities and other duties, and all of Williams's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with Williams's completion of installation and pre operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).

6) **Payment of Rent.** The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.

7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days' written notice to Williams and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three months rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with Williams's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.

8) **Training.** Williams will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.

9) **Maintenance.** Williams will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I; provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for Williams to correct a defect in the System is limited to Williams's performance under this Section 9.

Williams will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by Williams, upon Customer's request, at Williams's prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls, (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls, or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "routine".

Williams's duty to maintain the System

a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind storms, lightning, act of God or public enemy, or improper wiring, installation, failure or changes resulting from local exchange company power company, and other transmission providers, repair or alteration of the equipment or software by anyone other than Williams. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by Williams at Williams's then prevailing rates; and

b) Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILLIAMS DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10) **LIMITATION OF LIABILITY.** WILLIAMS WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILLIAMS'S NEGLIGENCE. IN NO EVENT HOWEVER WILL WILLIAMS AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILLIAMS, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILLIAMS OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

11) **Taxes.** Williams shall make filings and payment for state tangible property taxes on the System. Customer shall pay or reimburse Williams for all other Taxes paid, payable or required to be collected by Williams which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. Williams shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

BSWMDC(3)059037

Additional Terms and Conditions

- 12) **Tax Credits and Deductions.** Customer understands that Williams or its assignee intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code (IRC) Section 168 (b) (1), and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to Williams or its assignee of the Tax Benefits.
- 13) **Title.** Williams shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow Williams to affix to and maintain on such System identifying labels indicating Williams's ownership. The System shall remain personal property and not become a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by Williams, Customer will, at Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. Customer shall protect and defend Williams's title, and, at customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through Williams, and shall not permit Williams's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give Williams immediate notice of any attachment or judicial process affecting any item of the System.
- 14) **Use of the Systems, Inspections and Reports.** Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules, Customer's insurance policies and obligations of customer under Section 9. Williams shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) **Alterations and Attachments.** Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. Williams makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
- A. At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of Williams.
- 16) **Indemnification.** Williams will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to Williams in writing within sixty (60) calendar days of the incident. Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, Williams, and its parent company, affiliates, subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort, arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay hereon, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement. Williams is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of Williams.
- 17) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by Williams. The System will be returned to Williams in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the System to such condition. Williams shall not be obligated to reside in the premises to its original condition. If Customer does not return the System or make it available for removal by Williams, then in addition to all other remedies in this Agreement, Williams has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to Williams.
- 18) **Events of Default by Customer.** The occurrence of any one or more of the following events (Events of Default) shall constitute a default hereunder:
- Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter; or
 - Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to Williams at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from Williams; or
 - Dissolution, termination or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer; or
 - Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due or the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against Customer or any property it possesses; or if Customer shall enter into an agreement of composition with its creditors; or
 - The attempted sale by Customer of a System or any part thereof or the issuance of any levy, seizure or attachment thereon or pertaining thereto.
- 19) **Remedies of Williams.** At any time after the occurrence of any Event of Default, Williams may exercise any one or more of the following remedies:
- Williams may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems;
 - Williams may demand and recover from Customer all Rent and other amounts then due;
 - Williams or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of Customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein;
 - Williams may demand that Customer return any System or portion thereof or all of the Systems to Williams in accordance with Section 17 herein; and
 - Williams may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Williams in law or in equity. Any repossession or subsequent sale or lease by Williams of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against Customer shall not bar Williams's right to repossess any System or portion thereof or all of the Systems.
- 20) **Events of default by Williams and Remedy.** In the event of Williams's material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) **Insurance.** Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall, at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage, including the naming of Williams as an additional insured, and shall provide Williams with not less than thirty (30) days' prior written notice of the effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify Williams of any event with respect to a System which might lead to a claim under any insurance policy. Customer will provide evidence (i.e., certificate) of the insurance.

BSVMDC(3)059038

Additional Terms and Conditions

- 22) **Further Assurances.** Customer will execute and deliver to Williams such additional instruments as Williams deems necessary hereunder. Williams is authorized to execute Uniform Commercial Code financing statements signed by Williams as Customer's attorney-in-fact.
- 23) **Williams's Performance of Customer's Obligations.** If Customer fails to perform any of its obligations under this Agreement, Williams may perform any act to insure any payment which Williams deems necessary for the maintenance and preservation of the Systems and Williams's title thereto. All sums so paid by Williams (together with all related Overdue Charges, as hereinafter defined) and reasonable attorneys' fees incurred by Williams in connection therewith shall be additional Rent immediately due and payable by Customer to Williams. The performance of any act or payment by Williams shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) **Severability.** Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between Williams and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of Williams and not expressed in this Agreement are not binding upon Williams. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both Williams and Customer, except that Williams may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and Williams may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) **Overdue Payments.** If any payment due and payable by Customer (including, with limitation, interest and delinquency charges), is not received on the 11th day after the due date, Customer agrees to pay to Williams a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) **Assignment.** Customer shall not assign this Agreement without Williams's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. Williams may assign any rights under this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in full to such assignee.
- 28) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29) **Customer's Representations.** Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer, and that all information concerning Customer's financial condition which has been or will be supplied to Williams is and will be true and correct.
- 30) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

Director, National Accounts
Williams Communications Solutions, LLC
500 Chastain Boulevard, Suite 505
Kennesaw, Georgia 30144
(770) 550-3800

Customer
ADT Security Services, Inc.
7747 N.W. 48th Street, Building D, Suite #160
Miami, Florida 33166
Attn: Tony Chin, 786/331-3903

- 31) **Miscellaneous**
 - a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
 - b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
 - c) Customer will pay all of Williams's costs or expenses including reasonable attorneys' and collection fees incurred in enforcing this Agreement.
 - d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
 - e) This agreement shall be binding upon and in use to the benefit of Williams and Customer and their respective successors and assigns.
- 32) **Terms and Execution.**
 - a) This Agreement binds Customer when it is executed by Customer and binds Williams when executed by Williams and delivered to Customer.
 - b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between Williams and Customer. Williams has provided Customer a favorable rent in return for Williams performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
 - c) Customer agrees that Williams shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting Williams's performance hereunder is withdrawn or amended so as to preclude the effective delivery by Williams or services hereunder. In such event, Williams shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate Williams for the equipment and services rendered by Williams to date.

Williams Communications Solutions, LLC

By: *Bryson Moore*

Title: *Senior Manager*

Date: *1-31-01*

Customer

By: *Tony Chin*

Title: *GENERAL MANAGER*

Date: *10-3-00*

BSvMDC(3)059039

WILLIAMS COMMUNICATIONS SOLUTIONS, LLC

Equipment and Services Schedule I

Rental # _____ Date: _____
 With respect to the certain Airport Rental Agreement dated September 28, 2000 (Agreement) between Williams and ADT Security Services, Inc. (Customer), Williams and Customer agree to incorporate the following additional terms and conditions into said Agreement:

- 1) Location: Miami International Airport, CC-F
- 2) Term: Twelve (12) months.
- 3) Payment: Customer shall pay to Williams the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term; provided, however, that Customer shall pay to Williams the first monthly Rent payment with respect to the System when Customer delivers to Williams the Schedule executed by Customer. In the event that Customer does not accept the System for any reason, Williams shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to Williams by check in immediately available funds at the address of Williams as set forth in the Agreement or at such other places as Williams shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten 10 days of the date when due hereunder, Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment.
- 4) Rent: Five Hundred Eighty Eight & 00/100 Dollars (\$588.00) for Twelve Months Due Upon Contract Execution and payable in advance (Monthly Rent during Term: \$49.00 per month during the term of this Agreement), except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company of any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- 5) Security Deposit: Customer shall pay Zero month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Scheduled as long as the Customer is current on its Rent and applicable taxes. If not current, Williams may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and Williams or its assignee.
- 6) Estimated Commencement Date: _____, 19____
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement. Schedules I, II, & III.
- 8) Installation: The total amount due for installation of the System is Two Hundred Seventy Five & 00/100 Dollars (\$275.00) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable.
- 9) Maintenance Hours: Williams will respond to System failures during the hours specified by Fullserv maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).
- 10) Equipment and Features: The equipment and features subject to the Agreement are set forth below:

| | | |
|--------------------------------|----|--------|
| 1) Switch Access | \$ | /month |
| 2) Network Access | \$ | /month |
| 3) System - Terminal Equipment | \$ | /month |
| 4) System - Other | \$ | /month |

Monthly Rent See Quote #STS000330E (Revised 9/28/00)
 (A continuation sheet may be added if more room is needed)

- 11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices (ICNs). Williams and Customer hereby agree that any ICN executed by Customer and delivered to Williams in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.
- 12) Post-Cutover Changes: If Customer wishes to add additional Williams equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from Williams for cash), during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as Williams and Customer may agree in a Customer Service Order (CSO) executed by Williams and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws and regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

- 13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to Williams. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term; the Agreement can be automatically renewed at Williams's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of Williams in effect at the time of renewal unless otherwise agreed to in writing by the parties.
- 14) Miscellaneous: All terms defined in the Agreement shall have the same meaning herein.

Customer acknowledges and agrees that Williams alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement.

Williams Communications Solutions, LLC

 By: Byron Moore

 Title: Senior manager

1-31-00

 Date:

Customer

 By: Tony Ph...

 Title: General Manager

10-3-00

 Date:

BSVMDC(3)059040

Williams Communications Solutions, LLC Acknowledgment and Certificate of Acceptance Schedule II

To Williams Communications Solutions, LLC (Williams)

The Customer (ADT Security Services, Inc.) acknowledges, represents and warrants to Williams that the equipment subject to the Rental Agreement dated September 28, 2000 between Williams and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date: _____

Customer: _____

By: _____

Title: _____

BSvMDC(3)059041

The FULLSERV plan features the following services:

- Rapid response to problems
 - Emergency outage - 2 hours
 - Routine outage - 24 hours
- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 - hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by Williams not to exceed two annual customer requested studies)

BSvMDC(01019042



Airtele Proposal for ADT Security Services, Inc.

| Description | Qty. | Mo. Unit Rental | Extended Mo. Rental | Unit Install | Extended Install |
|--|------|--------------------|------------------------|-----------------|---------------------|
| 1) Switch Access | | | | | |
| Meridian One Port | 2 | \$12.00 | \$24.00 | \$40.00 | \$80.00 |
| Advanced Features (Conference Calling, Speed Calling, Etc.) | 1 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| 2) Network Access | | | | | |
| Single Line Local Network Access | 1 | \$18.00 | \$18.00 | \$40.00 | \$40.00 |
| 3) System - Terminal Equipment | | | | | |
| M2008HF Digital Phone with Display (Ash) | 0 | \$14.12 | \$0.00 | \$80.00 | \$0.00 |
| 4) System - Other | | | | | |
| Level 3 Cable (Modem, Clock, or Fax) | 1 | \$1.00 | \$1.00 | \$80.00 | \$80.00 |
| Voice Mail Box | 0 | \$5.00 | \$0.00 | \$20.00 | \$0.00 |
| Authorization Code | 1 | \$1.00 | \$1.00 | \$20.00 | \$20.00 |
| Service Order Charge | 1 | N/A | N/A | \$50.00 | \$50.00 |
| Total | | | \$49.00 | | \$275.00 |

Quote #STS000330E (Revised 9/28/00)

Holly Klaity
 Holly Klaity
 National Accounts Sales Support Consultant

Notes:

1. Quote subject to the terms of Williams' Airport Rental Agreement.
2. An Authorization Code is required for Long Distance Calls over William's network.
3. Quote does not include any cable, conduit, raceways, or holes.
4. Contract Terms one year or less require full rental and installation payment with execution of contract to begin installation. $\$49.00 \times 12 \text{ Months} = \$588 + \$275.00 \text{ Installation} = \$863.00 + 56.10 \text{ Fl. Tax} = \$919.10.$

BSvMDC(3)059043

09/28/00

tyco / Fire & Security



ADT Security Services, Inc.
14200 East Exposition Avenue
Aurora, CO 80012-2512

VENDOR NAME
WILLIAMS COMMUNICATIONS SOLUTIONS, LLC

CHECK NUMBER
0676073

VENDOR NUMBER
11529

DATE
18-JAN-01

| INVOICE DATE | INVOICE NUMBER | VOUCHER NUMBER | GROSS AMOUNT | ADJUSTMENTS/ DISCOUNTS | NET AMOUNT | DESCRIPTION |
|-----------------|----------------|----------------|--------------|------------------------|------------------|----------------------------------|
| 28-SEP-00 | 092800 | 1956397 | 275.00 | 0.00 | 275.00 | ADT/MIAMI MIAMI INT'L AIRPORT/PH |
| 28-SEP-00 | 092800A | 1971763 | 644.10 | 0.00 | 644.10 | ADT MIAMI/ANNUAL CONTRACT |
| TOTAL DISCOUNTS | | | | 0.00 | TOTAL NET AMOUNT | 919.10 |

PLEASE FOLD AND DETACH ALONG THIS PERFORATION

DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND ON WHITE PAPER

tyco / Fire & Security

ADT

VENDOR NO. 11529
ADT Security Services, Inc.
14200 East Exposition Avenue
Aurora, CO 80012-2512

CHECK DATE
18-JAN-01

NO. 0676073

\$*****919.10
VOID AFTER 90 DAYS

PAY Nine Hundred Nineteen And 10/100 Dollars

TO THE ORDER OF WILLIAMS COMMUNICATIONS SOLUTIONS, LLC
PO BOX 998526
MIAMI, FL 33299
United States

BSvMDC(3)059044

NatlionsBank, N.A. (South)
Atlanta, Dekalb County, Georgia

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Additional Terms and Conditions

MIAMI-DADE AVIATION DEPARTMENT

Airport Rental Agreement

This Agreement is made as of December 19, 2002 between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and _____ (the "Customer"), conducting business at Miami International Airport ("MIA" or the "Airport")

- 1) **Agreement.** The County agrees to deliver, install, rent, and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by the Miami-Dade Aviation Department ("MDAD" or the "Department") and its tenants at the Airport ("Switch Access"), (2) network access to the local telephone exchange carrier ("Network Access"), and (3) telecommunication terminal equipment and cabling, when itemized and executed on Schedule I. Such equipment and services are described in the Equipment and Services Schedule I and Maintenance Schedule III attached hereto, including optional services and features and made a part hereof. (collectively, the "System") and the Customer agrees to rent the System (the "Rental"), subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by the County. The Customer agrees to cooperate with the County by providing all credit and financial information that may be required by the County. Upon the County's approval of the Customer's rental application, the Customer agrees to execute all documents relating to the Rental and promptly return them to the County. In the event all required and properly executed documents and advance payments are not provided to the County, the County may, in addition to other delineated rights and remedies, delay cutover until such executed documents and advance payments are received and approved by the County.

- 2) **Schedules.** The attached schedules (the "Schedules") are part of this Agreement:

- Schedule I Equipment and Services Schedule
- Schedule II Acknowledgment and Certificate of Acceptance
- Schedule III Maintenance Schedule

- 3) **Installation**

a) The Customer will be responsible for, and provide or arrange for at its own expense (in a timely manner as required or directed by the County) (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for the County, (3) completed copies of database feature forms, (4) raceway, conduit, holes and wireways, where not otherwise provided herein, and (5) easements and microwave licenses.

b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. The County will install the System in a workmanlike manner without damage to the Customer's premises, and will obtain necessary work permits to install the System. The County will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

- 4) **Force Majeure.** The County's performance under this Agreement shall be excused to the extent and for the time compliance is beyond the County's reasonable control for reasons that include but are not limited to strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, or any other carrier, governmental action, or any Customer nonperformance such as (i) non-payment, or (ii) failure to execute an acceptance certificate or rental document.

- 5) **Term and Acceptance.** This Agreement shall be effective upon execution by the Customer and the County, but the term of this Agreement (the "Rental Term") shall commence on the "Commencement Date" (as hereinafter defined) and shall terminate on the last day of the Rental Term stated in Schedule I, provided, however, the Customer's indemnities, assumption of liabilities, and other duties, and all of the County's disclaimers herein shall survive the termination of this Agreement. The Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of rent hereunder, with the Customer's execution of the "Acknowledgment and Certificate of Acceptance" contained in Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the Commencement Date under this Agreement. The Customer shall execute the Acknowledgment and Certificate of Acceptance, with the County's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (the "Cutover").

- 6) **Payment of Rent.** The rent for the System (the "System Rent") shall be as listed in Schedule I and shall be payable, without notice or demand, pursuant to said Schedule.

- 7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve (12) months of payments for any additions, the Customer may cancel this Agreement by giving sixty (60) days written notice to the County and by paying a cancellation fee equal to (a) seventy percent (70%) of the unpaid System Rent, AND (b) three (3) monthly payments for Switch Access and Network Access. With the County's prior written approval, the cancellation fees will be waived, if this Agreement is assigned to a MIA tenant who assumes all the obligations of this Agreement.

- 8) **Training.** The County will provide instruction and training in the use of the System, to employees of the Customer for a reasonable time (not to exceed thirty (30) days) after the Cutover.

- 9) **Maintenance.** The County will maintain the System in good repair, and will provide the necessary parts and labor to maintain the System as provided in Schedule III, provided the Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. The Customer's SOLE AND EXCLUSIVE REMEDY for the County to correct a defect in the System is limited to the County's performance under this Section 9.

The County's duty to maintain the System

a) Excludes any service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind storms, lightning, acts of God, acts of public enemies, improper wiring, installation of equipment, items, material, or software by the Customer or third parties, failures or changes resulting from local exchange company, failures or changes resulting from local power company, failures or changes resulting from other transmission providers, or repair or alteration of the equipment or software by anyone other than the County, and

b) requires that Customer maintain a suitable operating environment for the System.

BY CUSTOMER REQUEST, REPAIRS NECESSITATED BY ANY OF THE EXCEPTED CAUSES IN SECTION 9(a) ABOVE, SHALL BE PERFORMED BY THE COUNTY AT ITS THEN PREVAILING RATES. THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10) **LIMITATION OF LIABILITY:** THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) CAUSED BY THE COUNTY'S NEGLIGENCE. IN NO EVENT HOWEVER WILL THE COUNTY AND ITS CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF

Additional Terms and Conditions

BUSINESS OR PROFITS); OR (C) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD THIS LIMITATION SHALL APPLY TO ANY CLAIM OF THE CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF THE COUNTY, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT THE COUNTY OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

- 11) **Title** The County shall retain title to the System and the Customer shall have no interest in the System other than the rights acquired as a customer hereunder. The Customer acknowledges the County may affix to and maintain on such System identifying labels indicating the County's ownership. The System shall remain County personal property and not become a fixture or part of any Customer real estate regardless of the manner in which it may be installed or attached. If requested by the County, the Customer will, at the Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. The Customer shall protect and defend the County's title, and, at the Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through the County, and shall not permit the County's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to (a) any lien of the owner of real property upon which the System is installed, or (b) of any purchaser of, or future creditor obtaining a lien on, said real property. The Customer shall give the County immediate notice of any attachment or judicial process affecting any item of the System.
- 12) **Use of the System(s), Inspections and Reports** The Customer shall use the System(s) solely for business and not for personal, family or household purposes. The Customer may only use the System at the location set forth in Schedule 1. The Customer's use of the System shall conform with all applicable federal, state and local laws and rules. The County shall have the right to inspect the System at all reasonable times during the Customer's normal business hours.
- 13) **Alterations and Attachments** The Customer shall not permit any equipment or other items or material (the "Other Equipment") or software (the "Other Software") to be used on or in connection with the System, which does not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by the Customer at Customer's own expense and risk. The County makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.

Without the prior written approval of the County, at the end of the Rental Term, the Customer must remove any additions to the System not otherwise subject to this Agreement (the "Additions") made by Customer during the Rental Term and restore the System, at the Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event the Customer fails to remove an Addition, it shall become the property of the County.
- 14) **Indemnification** The County will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance of the System, and which is reported to the County in writing within sixty (60) calendar days of the incident.

The Customer shall indemnify and hold harmless the County and its officers, employees, agents and authorized representatives, and instrumentalities from any and all claims, liabilities, losses, damages, and causes of action, including attorney's fees and costs of defense, which may arise or be incurred as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Customer or its employees, agents, servants, partners, principals, or subcontractors, except to the extent such act is caused by the County's negligence. The Customer shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The Customer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Customer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and authorized representatives, and instrumentalities as herein provided. Nothing contained in this Section 14 shall be construed so as to require the Customer to indemnify the County's employees, agents, and authorized representatives for their own negligence.
- 15) **Return of System** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Customer will make the System available for removal which shall be accomplished in a careful and reasonable fashion by the County. The System will be returned to the County in the same condition as originally installed, ordinary wear and tear excepted, or the Customer will pay for the restoration of the System to such condition. The County shall not be obligated to restore the premises to its original condition. If the Customer does not return the System or make it available for removal by the County then in addition to all other remedies in this Agreement, the County has available all other remedies available at law or equity. All obligations of the Customer under this Agreement shall remain in force and effect until the System is returned to the County.
- 16) **Events of Default by the Customer** The occurrence of any one or more of the following events (an "Event of Default") shall constitute a default under this Agreement.
 - a) Failure by the Customer to pay any installment of System Rent or any other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter.
 - b) Failure by the Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule, or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to the County at any time, which such failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from the County;
 - c) Dissolution, termination, or discontinuance of the Customer's business (including, without limitation, the death of the proprietor if the Customer is a sole proprietorship or the death of a general partner if the Customer is a partnership), the sale of substantially all of the Customer's assets, or the sale or pledge of the controlling interest in the Customer;
 - d) The Customer's insolvency, the appointment of a receiver for any property of the Customer, assignment by the Customer for the benefit of creditors, admission by the Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy reorganization, or similar laws by or against the Customer or any property it possesses, or if the Customer enters into an agreement of composition with its creditors, or
 - e) The attempted sale by the Customer of a System or any part thereof or the issuance of any levy, seizure, or attachment thereon or pertaining thereto.
- 17) **Remedies of the County** At any time after the occurrence of an Event of Default, the County may exercise any one or more of the following remedies.
 - a) The County may, upon seven (7) days written notice, terminate this Agreement with respect to any System, or portion thereof or all of the Systems,
 - b) The County may demand and recover from the Customer all System Rent and other amounts then due,
 - c) The County or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to the Customer for any damages occasioned by such taking or possession, and any such

Additional Terms and Conditions

taking or possession shall constitute a termination of this Agreement, and whereupon all rights and interest of the Customer to possess and use the Systems shall absolutely cease, but the Customer shall remain liable as provided herein,

- d) the County may demand the Customer return any System or portion thereof, or all of the Systems to the County in accordance with this Section 17 herein; and
- e) the County may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance, and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to the County in law or in equity. Any repossession or subsequent sale or lease by the County of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against the Customer shall not bar the County's right to repossess any System or portion thereof, or all of the Systems.
- 18) **County Event of Default and Customer Remedy.** The Customer may terminate this Agreement upon thirty (30) days written notice in the event of the County's material breach of this Agreement. Such written notice shall identify the material breach(es) and provide a reasonable time to cure in the notification to remedy the cause(s). The County has fifteen (15) days to cure the cause of the termination (the "Cure Period"). Such Cure Period commences the day after the thirty (30) day written notice period runs. The Customer may extend the Cure Period. This shall be the Customer's exclusive remedy.
- 19) **Insurance.** In addition to such insurance as may be required by law, the Customer shall maintain during the term of this Agreement the following insurance:
- Public Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
 - Automobile Liability Insurance** coverage for all owned, non-owned and hired vehicles used in connection with this agreement in amounts not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
 - Property Damage.** The Customer will bear the risk of loss or damage to the leased equipment for the replacement cost and will reimburse the County for any damages to the equipment.

The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Customer in this Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Customer shall furnish certificates of insurance to Miami-Dade County Aviation Department and the Risk Management Division, which certificates shall clearly indicate (1) the Customer has obtained insurance in the type, amount and classifications as required for strict compliance with this Section 19 (2) any material change or cancellation of the insurance shall not be effective without thirty (30) days prior written notice to the County, and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.

The County reserves the right to require the Customer to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Customer, which notice shall automatically amend this Agreement effective thirty (30) days after such notice. Compliance with the foregoing requirements shall not relieve the Customer of its liability under any other portion of this Agreement.

- 20) **Further Assurances.** The Customer will execute and deliver to the County such additional instruments as the County deems necessary hereunder.
- 21) **County's Performance of the Customer's Obligations.** If the Customer fails to perform any of its obligations under this Agreement, the County may perform any act or make any payment which the County deems necessary for the maintenance and preservation of the Systems and the County's title thereto. All sums so paid by the County (together with all related "Late Payment Charges", as hereinafter defined) and reasonable attorney's fees incurred by the County in connection therewith shall be additional System Rent immediately due and payable by the Customer to the County. The performance of any act or payment by the County shall not be deemed a waiver or release of any obligation or default on the part of the Customer.
- 22) **Severability.** Any provision of this Agreement prohibited by the laws of a state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 23) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between the County and the Customer with respect to the rental of the Systems, and supersede all previous communications, understandings, and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson, agent, or authorized representative of the County and not expressed in this Agreement are not binding upon the County. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both the County and the Customer, except that the County may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and the County may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 24) **Late Payment Charge.** In the event the Customer fails to make any payments as required to be paid under the provisions of this Agreement, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Miami-Dade Board of County Commissioners and/or Florida Statutes (currently set at one and one-half percent (1 1/2%) per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. The right of the County to require payment of such interest and the obligation of the Customer to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.
- 25) **Assignment.** The Customer shall not assign this Agreement without the County's written consent. No assignment or transfer of any sort shall relieve the Customer of its obligations hereunder. The County may assign any rights under this Agreement to an affiliate or any other assignee, and the Customer agrees to execute any documents that such assignee may reasonably require. The Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under Section 14 herein may not apply in full to such assignee.
- 26) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the County including (a) the rules and regulations of the Department, (b) Chapter 25 Code of Miami-Dade County, Florida, and (c) operational directives issued thereunder, in addition to all additional laws, ordinances, administrative orders, regulations, and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith which may be applicable to the operations of this Agreement.
- 27) **Customer's Representations.** The Customer represents that this Agreement is a lawful, binding and valid obligation of the Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by the Customer, and that all information concerning the Customer's financial condition which has been or will be supplied to the County is and will be true and correct.

Additional Terms and Conditions

28) Notices. All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this Section 28 shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Department

Manager, Information Services Division
Miami-Dade Aviation Department
PO Box 592075
Miami, Florida 33159-2075

For the Customer

[Billing Customer Name] [REDACTED]
[Customer Address] [REDACTED]
[City, State & Zip Code] [REDACTED]
[Billing Contact] [REDACTED]
[Telephone Number] [REDACTED]

29) Miscellaneous

- a) If the Customer uses a purchase order or similar document to order a System or addition thereto, the Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
- b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
- c) The Customer will pay all of the County's costs or expenses, including reasonable attorneys and collection fees, incurred in enforcing this Agreement.
- d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- e) This Agreement shall be binding upon and in use to the benefit of the County and the Customer and their respective successors and assigns.
- f) Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

30) Terms and Execution

- a) This Agreement binds the Customer when it is executed by the Customer and binds the County when executed by the County and delivered to the Customer.
- b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between the County and the Customer. The County has provided the Customer a favorable rent in return for the County performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the System Rent. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
- c) The Customer agrees that the County shall not be obligated under this Rental Agreement if the federal, state or county statutory or regulatory authority permitting the County's performance hereunder is withdrawn, abrogated, or amended so as to preclude the effective delivery by the County of services hereunder. In such event, the County shall notify the Customer in writing and the Customer's sole obligation thereafter shall be to compensate the County for the equipment and services rendered by the County to date.

Miami-Dade Aviation Department

BRL

By:

Assistant Director

Title:

1/8/03

Date:

for Director Angela Gittens

Customer

[REDACTED]

By:

[REDACTED]

Title:

12/19/02

Date:

MIAMI-DADE AVIATION DEPARTMENT

Equipment and Services Schedule I

Rental # _____

Date: December 19, 2002

With respect to the certain Airport Rental Agreement dated December 19, 2002 (the "Agreement") between the County and _____ (the "Customer"), the County and the Customer agree to incorporate the following additional terms and conditions into said Agreement:

- 1) Location: Miami International Airport
- 2) Rental Term: Sixty (60) months
- 3) Payment: The Customer shall pay to the County the total rental (which includes maintenance) for the Rental Term of the Agreement, which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of System Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Rental Term, provided, however, that the Customer shall pay to the County the first monthly System Rent payment with respect to the System when the Customer delivers to the County the Schedule I and Schedule II executed by the Customer. In the event the Customer does not accept the System for any reason, the County shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amounts due hereunder from the Customer shall be paid to the County by check, in immediately available funds, at the address of the County as set forth in the Agreement or at such other place as the County shall designate in writing. Whenever any payment (of System Rent or otherwise) is not made within ten (10) days of the date when due hereunder, the Customer shall pay the "Late Payment Charge" (as defined in Section 24 of the Agreement) calculated from the eleventh (11th) day after the due date to the date of actual receipt of payment.
- 4) System Rent: Four Hundred Sixty Seven & 70/100 US Dollars (\$467.70) (Monthly System Rent during Rental Term: \$ 467.70 per month during the term of this Agreement), except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company of any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement and indicated on this Schedule.
- 5) Security Deposit: The Customer shall pay two (2) months rent as a security deposit, that shall be held as long as the Customer is current on its System Rent and applicable taxes, and that shall be returned without interest to the Customer at termination of this Agreement. If not current on either System Rent or applicable taxes the County may deduct from the Security Deposit any and all amounts due from the Customer under the Agreement. The Customer must maintain the two (2) month rent security deposit amount balance, and must tender to the County the amount needed to maintain this threshold if a deduction or deductions are made by the County.
- 6) Estimated Commencement Date: _____, 20__
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement: Schedules I, II, & III
- 8) Installation: The total amount due for installation of the System is Thirty Four Hundred Four & 23/100 US Dollars (\$3,404.23) plus applicable taxes. This amount is due and payable on the Agreement execution date and is non-refundable.
- 9) Maintenance Hours: The County will respond to System failures during the hours specified by the maintenance plan chosen by the Customer (see Schedule III).
- 10) Equipment and Features: The equipment and features subject to the Agreement are set forth below:

| | | |
|--------------------------------|----|--------|
| 1) Switch Access | \$ | /month |
| 2) Network Access | \$ | /month |
| 3) System - Terminal Equipment | \$ | /month |
| 4) System - Other | \$ | /month |

Monthly Rent \$ See Attached quote #STS020917-A

(A continuation sheet may be added if more room is needed)

- 11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices ("ICNs"). The County and the Customer hereby agree that any ICN executed by the Customer and delivered to the County in accordance with this Section 11 shall constitute an amendment to the Agreement and this Schedule thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.
- 12) Post-Cutover Changes: If the Customer wishes to add additional County equipment and/or features to the System (excluding however minor equipment and/or features with maintenance related thereto which the Customer purchases from the County for cash), during the Rental Term of the Agreement, the Customer shall add additional equipment and/or features to the Agreement on such terms as the County and the Customer may agree in a Customer Service Order ("CSO") executed by the County and the Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by the Customer pursuant to the Agreement, subject to the terms of the Agreement, provided the Customer is not in default under the Agreement and has not suffered a material adverse change in its financial condition since the execution of the Agreement. Pricing for additions may be adjusted for changes in tax laws and regulations.
The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of sixty (60) months unless stated otherwise on this Schedule.
- 13) Renewal: If the Customer is not in default under this Agreement, the Customer can either (a) renew this Agreement on its termination at the then current market monthly rate or (b) return the System to the County. Negotiation of any such renewal can be initiated by the Customer's written notice of its willingness to negotiate a renewal not earlier than one hundred twenty (120) days but not later than sixty (60) days prior to the end of the Rental Term, the Agreement can be automatically renewed at the County's discretion for a minimum period of one (1) year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of the County in effect at the time of renewal unless otherwise agreed to in writing by the parties.
- 14) Miscellaneous: All terms defined in the Agreement shall have the same meaning herein.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement

Miami Dade Aviation Department

Customer

By:

B. R.
Assistant Director

By:

Title:

1/8/03

Title:

Date:

Date:

MIAMI DADE AVIATION DEPARTMENT

Acknowledgment and Certificate of Acceptance Schedule II

To Miami-Dade Aviation Department

The Customer, [REDACTED] acknowledges, represents and warrants to the County that the equipment subject to the Rental Agreement dated December 19, 2002 between the County and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturer's specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date", and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date [REDACTED]

Customer [REDACTED]

By [REDACTED]

Title [REDACTED]

Dated [REDACTED]

The maintenance plan features the following services:

1. Types of Failures:

Troubles reported by the Customers will fall into two categories: a) Major Failures, and b) Minor Failures

- a. Major Failures are those that severely impede the ability for a Customer to conduct business at the Airport and shall be defined as an occurrence of any of the following:
1. A failure of the telephone switch, its common equipment or power supplies which renders it or them incapable of performing normal functions for five percent (5%) or more of the stations or trunks.
 2. A failure of network components that will render over five percent (5%) of work stations inoperable
- b. Minor Failures are any other failures including a failure of any ancillary equipment such as intercom circuits, paging input arrangement, or any other telecommunications equipment or component.

2. Response and Repair Time:

Based on the trouble classification, the response will be in the following manner:

- a. Major Failure- Immediate response during business hours (Monday-Friday, 7 A.M. – 11 P.M., Eastern Time) and within two (2) hours for off hours (Monday-Friday, 11 P.M. – 7 A.M., Eastern Time, and twenty-four (24) hours a day Saturday, Sunday, and holidays).

Remedial maintenance will begin immediately for a major malfunction, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after the repair notification time by the Customer, via the service provider tracking processes with the appropriate service ticket number, however, if not corrected, the service provider's personnel must be on-site no less than forty-five (45) minutes during business hours and no less than two (2) hours during off hours from the repair notification time. Repair work shall start immediately and continue until the problem is resolved. All commercially reasonable efforts will be made to complete repairs within eight (8) hours from the time the Customer reported the incident.

- b. Minor Failure - Response within eight (8) business hours.

Repairs not defined as a major failure will begin as expeditiously as possible, and all commercially reasonable efforts shall be made to complete repairs within one (1) business day from the time the Customer reported the incident. Repairs may be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair must be confirmed and the status updated by the next business day by notification to the service provider. Response to minor service interruptions will take place within eight (8) business hours.

"Respond" is equated to having technical support and/or troubleshooting the problem within aforementioned times. Note that during the troubleshooting process, the service provider is coordinating directly with the Customer until the problem is resolved.

3. Miscellaneous:

- All parts and labor are included, unless the failure is due to abuse or misuse of the equipment or facilities
- Preventive maintenance routines are included.
- Utility coordination with the local telephone company and other common carriers are provided
- Consultation services on the Customer's system are included.
- User training (beyond that provided in Section 8 of the Agreement) is optional, and at an additional cost
- Traffic studies to determine adequate system utilization (not to exceed two (2) annual Customer requested studies) are included.

MIAMI-DADE AVIATION DEPARTMENT

Airport Rental Agreement

This Agreement is made as of March 5, 2004, between Miami-Dade County (the "County") a political subdivision of the State of Florida and DATO Electric a corporation/partnership/sole proprietorship (the "Customer"), conducting business at Miami International Airport ("MIA" or the "Airport")

- 1) **Agreement.** The County agrees to deliver, install, rent, and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by the Miami-Dade Aviation Department ("MADAD" or the "Department") and its tenants at the Airport ("Switch Access"), (2) network access to the local telephone exchange carrier ("Network Access"), and (3) telecommunication terminal equipment and cabling, when itemized and executed on Schedule I. Such equipment and services are described in the Equipment and Services Schedule I and Maintenance Schedule III attached hereto, including optional services and features and made a part hereof, (collectively, the "System") and the Customer agrees to rent the System (the "Rental"), subject to the terms and conditions of this Agreement:

This Agreement is subject to credit approval by the County. The Customer agrees to cooperate with the County by providing all credit and financial information that may be required by the County. Upon the County's approval of the Customer's rental application, the Customer agrees to execute all documents relating to the Rental and promptly return them to the County. In the event all required and properly executed documents and advance payments are not provided to the County, the County may, in addition to other delineated rights and remedies delay takeover until such executed documents and advance payments are received and approved by the County.

- 2) **Schedules.** The attached schedules (the "Schedules") are part of this Agreement.

| | |
|----------------|--|
| - Schedule I | Equipment and Services Schedule |
| - Schedule II | Acknowledgment and Certificate of Acceptance |
| - Schedule III | Maintenance Schedule |

- 3) **Installation**

a) The Customer will be responsible for and provide or arrange for at its own expense (in a timely manner as required or directed by the County) (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for the County, (3) complete copies of database feature forms, (4) roadway, conduit, holes and ways, where not otherwise provided herein, and (5) easements and microwave licenses.

b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. The County will install the System in a workmanlike manner without damage to the Customer's premises and will obtain necessary work permits to install the System. The County will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

- 4) **Force Majeure.** The County's performance under this Agreement shall be excused to the extent and for the time compliance is beyond the County's reasonable control for reasons that include but are not limited to strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, or any other carrier, governmental action, or any Customer nonperformance such as (i) non-payment, or (ii) failure to execute an acceptance certificate or rental document.

- 5) **Term and Acceptance.** This Agreement shall be effective upon execution by the Customer and the County, but the term of this Agreement (the "Rental Term") shall commence on the "Commencement Date" (as hereinafter defined) and shall terminate on the last day of the Rental Term stated in Schedule I; provided, however, the Customer's indemnities, assumption of liabilities, and other duties and all of the County's disclaimers herein shall survive the termination of this Agreement. The Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of rent hereunder, with the Customer's execution of the "Acknowledgment and Certificate of Acceptance" contained in Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the Commencement Date under this Agreement. The Customer shall execute the Acknowledgment and Certificate of Acceptance, with the County's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (the "Takeover").

- 6) **Payment of Rent.** The rent for the System (the "System Rent") shall be as listed in Schedule I and shall be payable, without notice or demand, pursuant to said Schedule I.

- 7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve (12) months of payments for any additions, the Customer may cancel this Agreement by giving sixty (60) days written notice to the County and by paying a cancellation fee equal to (a) seventy percent (70%) of the unpaid System Rent AND (b) three (3) monthly payments for Switch Access and Network Access. With the County's prior written approval, the cancellation fees will be waived if this Agreement is assigned to a MIA tenant who assumes all the obligations of this Agreement.

- 8) **Training.** The County will provide instruction and training in the use of the System to employees of the Customer for a reasonable time (not to exceed thirty (30) days) after the Takeover.

- 9) **Maintenance.** The County will maintain the System in good repair, and will provide the necessary parts and labor to maintain the System as provided in Schedule II, provided the Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. The Customer's SOLE AND EXCLUSIVE REMEDY for the County to correct a defect in the System is limited to the County's performance under this Section 9.

The County's duty to maintain the System

a) Excludes any service in connection with maintenance or repair of the equipment caused by negligence, theft or uninsured loss, abuse, connection to foreign power, fire, water, wind storms, lightning, acts of God, acts of public enemies, improper wiring, installation of equipment, items, material or software by the Customer or third parties, failures or changes resulting from local exchange company, failures or changes resulting from local power company, failures or changes resulting from other transmission providers, or repair or alteration of the equipment or software by anyone other than the County; and

b) requires that Customer maintain a suitable operating environment for the System

BY CUSTOMER REQUEST, REPAIRS NECESSITATED BY ANY OF THE EXCEPTED CAUSES IN SECTION 9(a) ABOVE SHALL BE PERFORMED BY THE COUNTY AT ITS THEN PREVAILING RATES. THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10) **LIMITATION OF LIABILITY.** THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) CAUSED BY THE COUNTY'S NEGLIGENCE IN NO EVENT HOWEVER WILL THE COUNTY AND ITS CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR: (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS); OR (C) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF THE CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF THE COUNTY, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS, STRICT TORT OF ANY OTHER LEGAL THEORY WHETHER OR NOT THE COUNTY OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

- 11) **Title.** The County shall retain title to the System and the Customer shall have no interest in the System other than the rights acquired as a customer hereunder. The Customer acknowledges the County may affix to and maintain on such System identifying labels indicating the County's ownership. The System shall remain County personal property and not become a fixture or part of any Customer real estate regardless of the manner in which it may be installed or attached. If requested by the County, the Customer will, at the Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. The Customer shall protect and defend the County's title, and at the Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through the County, and shall not permit the County's rights or interest hereunder to be subject to any lien, charge or encumbrance including but not limited to (a) any lien of the owner of real property upon which the System is installed, or (b) of any purchaser of or future creditor obtaining a lien on, said real property. The Customer shall give the County immediate notice of any attachment or judicial process affecting any item of the System.

- 12) **Use of the System(s), Inspections and Reports.** The Customer shall use the System(s) solely for business and not for personal, family or household purposes. The Customer may only use the System at the location set forth in Schedule I. The Customer's use of the System shall conform with all applicable federal, state, and local laws and rules. The County shall have the right to inspect the System at all reasonable times during the Customer's normal business hours.

BSvMDC(3)000000

Additional Terms and Conditions

- 13) **Alterations and Attachments.** The Customer shall not permit any equipment or other items or material (the "Other Equipment") or software (the "Other Software") to be used on or in connection with the System, which does not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by the Customer at Customer's own expense and risk. The County makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
- Without the prior written approval of the County, at the end of the Rental Term, the Customer must remove any additions to the System not otherwise subject to this Agreement (the "Additions") made by Customer during the Rental Term, and restore the System, at the Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event the Customer fails to remove an Addition, it shall become the property of the County.
- 14) **Indemnification.** The County will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation, or maintenance of the System, and which is reported to the County in writing within sixty (60) calendar days of the incident.
- The Customer shall indemnify and hold harmless the County and its officers, employees, agents and authorized representatives, and instrumentalities from any and all claims, liabilities, losses, damages, and causes of action, including attorney's fees and costs of defense, which may arise or be incurred as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Customer or its employees, agents, servants, partners, principals, or subcontractors, except to the extent such act is caused by the County's negligence. The Customer shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The Customer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Customer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and authorized representatives, and instrumentalities as herein provided. Nothing contained in this Section 14 shall be construed so as to require the Customer to indemnify the County's employees, agents, and authorized representatives for their own negligence.
- 15) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Customer will make the System available for removal which shall be accomplished in a careful and reasonable fashion by the County. The System will be returned to the County in the same condition as originally installed, ordinary wear and tear excepted, or the Customer will pay for the restoration of the System to such condition. The County shall not be obligated to restore the premises to its original condition. If the Customer does not return the System or make it available for removal by the County, then in addition to all other remedies in this Agreement, the County has available all other remedies available at law or equity. All obligations of the Customer under this Agreement shall remain in force and effect until the System is returned to the County.
- 16) **Events of Default by the Customer.** The occurrence of any one or more of the following events (an "Event of Default") shall constitute a default under this Agreement:
- Failure by the Customer to pay any installment of System Rent or any other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter;
 - failure by the Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule, or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to the County at any time, which such failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from the County;
 - dissolution, termination, or discontinuance of the Customer's business (including, without limitation, the death of the proprietor if the Customer is a sole proprietorship or the death of a general partner if the Customer is a partnership), the sale of substantially all of the Customer's assets, or the sale or pledge of the controlling interest in the Customer;
 - the Customer's insolvency, the appointment of a receiver for any property of the Customer, assignment by the Customer for the benefit of creditors, admission by the Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization, or similar laws by or against the Customer or any property it possesses, or if the Customer enters into an agreement of composition with its creditors; or
 - the attempted sale by the Customer of a System or any part thereof, or the issuance of any levy, seizure, or attachment thereon or pertaining thereto.
- 17) **Remedies of the County.** At any time after the occurrence of an Event of Default, the County may exercise any one or more of the following remedies:
- The County may, upon seven (7) days written notice, terminate this Agreement with respect to any System, or portion thereof, or all of the Systems;
 - the County may demand and recover from the Customer all System Rent and other amounts then due;
 - the County or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to the Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, and whereupon all rights and interest of the Customer to possess and use the Systems shall absolutely cease, but the Customer shall remain liable as provided herein;
 - the County may demand the Customer return any System or portion thereof, or all of the Systems to the County in accordance with this Section 17 herein; and
 - the County may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance, and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to the County in law or in equity. Any repossession or subsequent sale or lease by the County of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against the Customer shall not bar the County's right to repossess any System or portion thereof, or all of the Systems.
- 18) **County Event of Default and Customer Remedy.** The Customer may terminate this Agreement upon thirty (30) days written notice in the event of the County's material breach of this Agreement. Such written notice shall identify the material breach(es) and provide a reasonable time to cure in the notification to remedy the cause(s). The County has fifteen (15) days to cure the cause of the termination (the "Cure Period"). Such Cure Period commences the day after the thirty (30) day written notice period runs. The Customer may extend the Cure Period. This shall be the Customer's exclusive remedy.
- 19) **Insurance.** In addition to such insurance as may be required by law, the Customer shall maintain during the term of this Agreement the following insurance:
- Public Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
 - Automobile Liability Insurance** coverage for all owned, non-owned and hired vehicles used in connection with this agreement in amounts not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
 - Property Damage.** The Customer will bear the risk of loss or damage to the leased equipment for the replacement cost and will reimburse the County for any damages to the equipment.
- The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Customer in this Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.
- Prior to the commencement of operations hereunder, and annually thereafter, the Customer shall furnish certificates of insurance to Miami-Dade County Aviation Department and the Risk Management Division, which certificates shall clearly indicate: (1) the Customer has obtained insurance in the type, amount and classifications as required for strict compliance with this Section 19; (2) any material change or cancellation of the insurance shall not be effective without thirty (30) days prior written notice to the County; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.
- The County reserves the right to require the Customer to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Customer, which notice shall automatically amend this Agreement effective thirty (30) days after such notice. Compliance with the foregoing requirements shall not relieve the Customer of its liability under any other portion of this Agreement.
- 20) **Further Assurances.** The Customer will execute and deliver to the County such additional instruments as the County deems necessary hereunder.

Additional Terms and Conditions

- 21) **County's Performance of the Customer's Obligations.** If the Customer fails to perform any of its obligations under this Agreement, the County may perform any act or make any payment which the County deems necessary for the maintenance and preservation of the Systems and the County's file therein. All sums so paid by the County (together with all related "Late Payment Charges", as hereinafter defined) and reasonable attorney's fees incurred by the County in connection therewith shall be additional System Rent immediately due and payable by the Customer to the County. The performance of any act or payment by the County shall not be deemed a waiver or release of any obligation or default on the part of the Customer.
- 22) **Severability.** Any provision of this Agreement prohibited by the laws of a state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 23) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between the County and the Customer with respect to the rental of the Systems, and supersede all previous communications, understandings, and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson, agent or authorized representative of the County and not expressed in this Agreement are not binding upon the County. No provision of this Agreement may be changed, waived or amended except by written agreement signed by both the County and the Customer, except that the County may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and the County may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 24) **Late Payment Charge.** In the event the Customer fails to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Miami-Dade Board of County Commissioners and/or Florida Statutes (currently set at one and one-half percent (1 1/2%) per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. The right of the County to require payment of such interest and the obligation of the Customer to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.
- 25) **Assignment.** The Customer shall not assign this Agreement without the County's written consent. No assignment or transfer of any sort shall relieve the Customer of its obligations hereunder. The County may assign any rights under this Agreement to an affiliate or any other assignee and the Customer agrees to execute any documents that such assignee may reasonably require. The Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under Section 14 herein may not apply in full to such assignee.
- 26) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the County, including (a) the rules and regulations of the Department; (b) Chapter 26, Code of Miami-Dade County, Florida, and (c) operational directives issued thereunder, in addition to all additional laws, ordinances, administrative orders, regulations and rules of the federal, state, and local governments and any and all plans and programs developed in compliance therewith, which may be applicable to the operations of this Agreement.
- 27) **Customer's Representations.** The Customer represents that this Agreement is a lawful, binding and valid obligation of the Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by the Customer, and that all information concerning the Customer's financial condition which has been or will be supplied to the County is and will be true and correct.
- 28) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this Section 28 shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Department:

Manager, Information Services Division
Miami-Dade Aviation Department
PO Box 592075
Miami, Florida 33159-2075

For the Customer:

{Billing Customer Name} DATO Electric
{Customer Address} 641 DeSoto Drive
{City, State & Zip Code} Miami Springs, Florida 33166
{Billing Contact} Diane Williams
{Telephone Number} 305/883 7319

29) Miscellaneous

- a) If the Customer uses a purchase order or similar document to order a System or addition thereto, the Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
- b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
- c) The Customer will pay all of the County's costs or expenses, including reasonable attorney's and collection fees incurred in enforcing this Agreement.
- d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- e) This Agreement shall be binding upon and in use to the benefit of the County and the Customer and their respective successors and assigns.
- f) Rights to be Exercised by Department. Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

Additional Terms and Conditions

30) **Terms and Execution.**

- a) This Agreement binds the Customer when it is executed by the Customer and binds the County when executed by the County and delivered to the Customer
- b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between the County and the Customer. The County has provided the Customer a favorable rent in return for the County performing all delivery, installation and maintenance obligations. This allocation is recognized by both parties and is reflected in the System Rent. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
- c) The Customer agrees that the County shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting the County's performance hereunder is withdrawn, abridged or amended so as to preclude the effective delivery by the County of services hereunder. In such event, the County shall notify the Customer in writing and the Customer's sole obligation thereafter shall be to compensate the County for the equipment and services rendered by the County to date.

Miami-Dade Aviation Department

By: _____

Title: _____

Date: _____

Customer

By: _____

Title: _____

Date: _____

3-8-04

MIAMI-DADE AVIATION DEPARTMENT

Equipment and Services Schedule 1

Rental # _____ Date: _____

With respect to the certain Airport Rental Agreement dated March 5, 2004 (the "Agreement") between the County and DATO Electric (the "Customer"), the County and the Customer agree to incorporate the following additional terms and conditions into said Agreement.

- 1) Location: Miami International Airport
2) Rental Term: Twelve (12) months
3) Payment: The Customer shall pay to the County the total rental (which includes maintenance) for the Rental Term of the Agreement...
4) System Rent: Twenty Five & 50/100 Dollars (\$25.50) (Monthly System Rent during Rental Term \$25.50 per month...
5) Security Deposit: The Customer shall pay two (2) months rent as a security deposit...
6) Estimated Commencement Date: April 1, 2004
7) Attachments: The following Schedules are attached to and made a part of this Agreement. Schedules I, II, & III
8) Installation: The total amount due for installation of the System is Fifty & 00/100 Dollars (\$50.00) plus applicable taxes...
9) Maintenance Hours: The County will respond to System failures during the hours specified by the maintenance plan...
10) Equipment and Features: The equipment and features subject to the Agreement are set forth below.
1) Switch Access \$ /month
2) Network Access \$ /month
3) System - Terminal Equipment \$ /month
4) System - Other \$ /month

Monthly Rent \$ See Attached quote #STS040306

(A continuation sheet may be added if more room is needed)

- 11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made...
12) Post-Cutover Changes: If the Customer wishes to add additional County equipment and/or features to the System...
13) Renewal: If the Customer is not in default under this Agreement, the Customer can either (a) renew this Agreement...
14) Miscellaneous: All terms defined in the Agreement shall have the same meaning herein

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement

Miami Dade Aviation Department

Customer

By: [Signature]
Title:

By: [Signature]
Title: President

Date:

Date: 3-8-04

MIAMI DADE AVIATION DEPARTMENT Acknowledgment and Certificate of Acceptance Schedule II

To Miami-Dade Aviation Department

The Customer, DATO Electric acknowledges, represents and warrants to the County that the equipment subject to the Rental Agreement dated March 5, 2004 between the County and the undersigned. (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturer's specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date"; and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date

Commencement
Date April 1, 2004

Customer:

DATO Electric Inc

By

Diane Williams

Title

President

Dated

3-8-04

The maintenance plan features the following services:

1. Types of Failures:

Troubles reported by the Customers will fall into two categories: a) Major Failures, and b) Minor Failures

- a. Major Failures are those that severely impede the ability for a Customer to conduct business at the Airport and shall be defined as an occurrence of any of the following:
1. A failure of the telephone switch, its common equipment or power supplies which renders it or them incapable of performing normal functions for five percent (5%) or more of the stations or trunks.
 2. A failure of network components that will render over five percent (5%) of work stations inoperable
- b. Minor Failures are any other failures including a failure of any ancillary equipment such as intercom circuits, paging input arrangement, or any other telecommunications equipment or component

2. Response and Repair Time:

Based on the trouble classification, the response will be in the following manner:

- a. Major Failure- Immediate response during business hours (Monday-Friday, 7 A.M. - 11 P.M., Eastern Time) and within two (2) hours for off hours (Monday-Friday, 11 P.M. - 7 A.M., Eastern Time, and twenty-four (24) hours a day Saturday, Sunday, and holidays).

Remedial maintenance will begin immediately for a major malfunction, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after the repair notification time by the Customer, via the service provider tracking processes with the appropriate service ticket number, however, if not corrected, the service provider's personnel must be on-site no less than forty-five (45) minutes during business hours and no less than two (2) hours during off hours from the repair notification time. Repair work shall start immediately and continue until the problem is resolved. All commercially reasonable efforts will be made to complete repairs within eight (8) hours from the time the Customer reported the incident.

- b. Minor Failure - Response within eight (8) business hours.

Repairs not defined as a major failure will begin as expeditiously as possible, and all commercially reasonable efforts shall be made to complete repairs within one (1) business day from the time the Customer reported the incident. Repairs may be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair must be confirmed and the status updated by the next business day by notification to the service provider. Response to minor service interruptions will take place within eight (8) business hours.

"Respond" is equated to having technical support and/or troubleshooting the problem within aforementioned times. Note that during the troubleshooting process, the service provider is coordinating directly with the Customer until the problem is resolved.

3. Miscellaneous:

- All parts and labor are included, unless the failure is due to abuse or misuse of the equipment or facilities
- Preventive maintenance routines are included.
- Utility coordination with the local telephone company and other common carriers are provided.
- Consultation services on the Customer's system are included.
- User training (beyond that provided in Section 8 of the Agreement) is optional, and at an additional cost.
- Traffic studies to determine adequate system utilization (not to exceed two (2) annual Customer requested studies) are included.

Information Systems / Telecommunications
MIAMI-DADE AVIATION DEPARTMENT

DATO Electric
MDAD Airport Rental Agreement Pricing - 2004

| Description | Qty. | Mo. Unit Rental | Extended Mo Rental | Unit Install | Extended Install |
|--------------------------------------|------|-----------------|--------------------|--------------|------------------|
| 1) Switch Access | | | | | |
| 2) Network Access - Public | | | | | |
| 3) System - Terminal Equipment | | | | | |
| 4) System - Other | | | | | |
| Call Forwarding Service | 1 | \$30 00 | <u>\$30.00</u> | \$50 00 | <u>\$50.00</u> |
| Sub-Total | | | \$30 00 | | |
| Installation Sub-Total (See Note #2) | | | | | Waived |
| Less Discount (if applicable) | | | -\$4 50 | | |
| Service Order Charge | 1 | N/A | <u>N/A</u> | \$50 00 | <u>\$50.00</u> |
| Total | | | <u>\$25 50</u> | | <u>\$50.00</u> |

Quote #STS040306

Notes:

- 1 All customers require a quote and valid MDAD contract for installation and monthly service
- 2 Waived Installation Charges for Equipment and Services currently installed in "as is, where is" condition.
3. Quote is for call forwarding service as DATO has moved off premise and would like to have callers automatically directed to their new number instead of reaching a line is disconnected recording

BSvMDC(3)059655

DATO ELECTRIC INC.
841 DE SOTO DR.
MIAMI SPRINGS, FL 33166
PH. (305) 883-7319

SUNTRUST
SUNTRUST BANK
83-60/600 7021890

5672

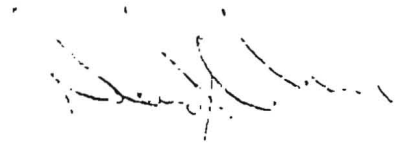
3/15/2004

PAY TO THE ORDER OF Miami-Dade County Aviation Department \$ **50.00

Fifty and 00/100***** DOLLARS

Miami -Dade County Aviation Department
Accounting Division
PO BOX 592616
Miami, Fla. 33159

MEMO
03002221



REDACTED

BSVMDC(3)059656