

AN ORDINANCE REAPPROVING HEADEND LEASE AGREEMENT WITH POINT BROADBAND, LLC

WHEREAS, the City of Opelika, Alabama (the "City") is the owner of certain real property and improvements located at 600 Fox Run Parkway commonly known as the Opelika Power Services facility (the "Facility"); and

WHEREAS, Point Broadband, LLC, ("Point Broadband") desires to lease approximately 2,231 rentable square feet of office space in the Main Building, 4,800 rentable square feet of space in the Headend Building and 3,240 rentable square feet of space in the Warehouse (collectively referred to as "Buildings") in the Facility, as more particularly described in the diagram attached hereto as Exhibit "A"; and

WHEREAS, the City is willing to lease said space in the Buildings to Point Broadband in accordance with the terms and conditions of a Headend Lease Agreement attached hereto as Exhibit "B"; and

WHEREAS, pursuant to Ordinance No. 021-18, duly adopted on October 16, 2018, a certain Headend Lease Agreement between the City and Point Broadband was approved by the City Council; and

WHEREAS, it has come to the attention of the City Council that certain exhibits were not attached to the Headend Lease Agreement as presented to and approved by the City Council under the authority of Ordinance No. 021-18; and

WHEREAS, it is desirable and in the best interest of the City that the City Council reapprove and ratify the Headend Lease Agreement with all exhibits attached thereto.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelika, Alabama as follows:

Section 1. It is hereby established and declared that the rentable space in the Buildings, as described above, is not needed for public and/or municipal purposes.

Section 2. The City having received an offer from Point Broadband to lease said rentable space in the Buildings, it is hereby declared to be in the best interest of the public and the City to lease said space to Point Broadband at a monthly rental of \$5,000 for a term of ten (10) years commencing on November 8, 2018 and ending on November 7, 2028.

Section 3. The proposed Headend Lease Agreement to be entered into between the City of Opelika, as Landlord, and Point Broadband, as Tenant, a copy of which is attached hereto as Exhibit "B", be and the same is hereby reapproved, authorized, ratified and confirmed in substantially the form submitted to the City Council with such changes thereto (by addition, deletion or substitution), as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Headend Lease Agreement.

Section 4. The Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver said Headend Lease Agreement in the name of and on behalf of the City.

Section 5. This ordinance shall amend and supplement Ordinance No. 021-18.

Section 6. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 6th day of November, 2018.

/s/ Eddie Smith

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:
/s/ R. G. Shuman

CITY CLERK

TRANSMITTED TO MAYOR this the 7th day of November, 2018.

/s/ R. G. Shuman

CITY CLERK

ACTION BY MAYOR

APPROVED this the 7th day of November, 2018.

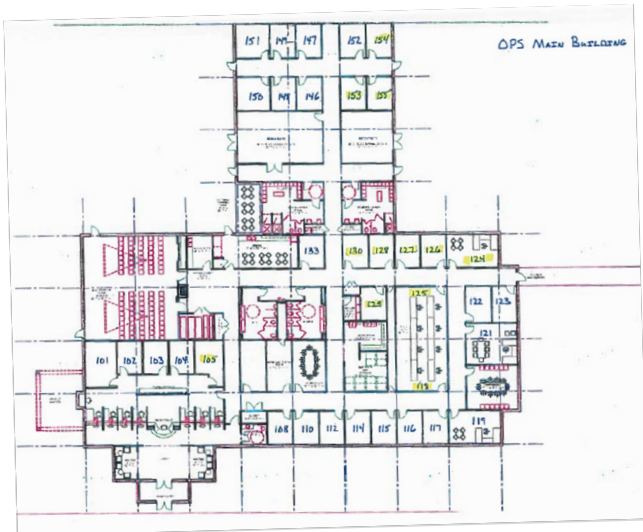
/s/ Gary Fuller

MAYOR

ATTEST:
/s/ R. G. Shuman

CITY CLERK

EXHIBIT "A"
Diagram of Premises



Below is a list of offices in the main OPS building (map attached) that Point Broadband will lease:

Point Broadband Leased Space in OPS Main Building		
Office No.	Sq. Footage	Description
105	116	Future
124	244	Fiber Services Manager
126	120	Marketing/Sales
127	120	Marketing/Sales
128	120	Sales Engineer
129	120	Fiber Engineer
130	120	Workflow Coordinator
153	125	FST Crew
154	125	FST Supervisor
155	125	FST Crew
118 / 125	775	Network Operations Center
Station 1	60.5	Customer Service Area
Station 2	60.5	Customer Service Area
Warehouse	3240	20% of 16,200 feet
Total Sq. Footage	5471	

Below is a breakdown of leased space in the headend building:

Point Broadband Leased Space in Headend Building		
Office No.	Sq. Footage	Description
102	600	Office / Lab
103	1350	Video Head-End 1
104	1350	Video Head-End 2
105	900	Electrical Room / Storage
106	600	Server Room (OPS keeps space for 5 racks)
Total Sq. Footage	4800	

Notes:

1. Electricity is included in the Main Building and Point Broadband is responsible for the Headend Building.
2. Water is included for both buildings.
3. Furniture and fixtures are included with lease.
4. Warehouse includes shelving space, enclosed cage for high-dollar inventory items, use of forklift and other transport equipment and designated covered warehouse parking spaces.

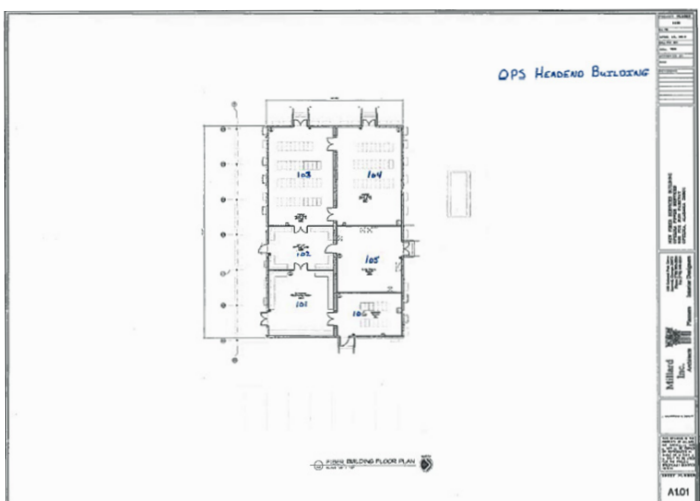


EXHIBIT "B"

HEADEND LEASE AGREEMENT

THIS HEADEND LEASE AGREEMENT (this "Lease") is dated the 8th day of November, 2018 (the "Effective Date"), by and between **THE CITY OF OPELIKA D/B/A OPELIKA POWER SERVICES**, a municipal corporation of the state of Alabama's Business (the "Landlord") and **POINT BROADBAND, LLC**, a Georgia limited liability company (the "Tenant").

WHEREAS, Landlord is the owner of certain commercial real property and improvements located in Opelika, Alabama and consisting of a Main Building – to include the Warehouse (600 Fox Run Parkway, Opelika, Alabama 36801) and a Headend Building (collectively referred to herein as the "Buildings"); and

WHEREAS, Tenant desires to lease approximately 2,231 rentable square feet of space in the Main Building, 3,240 rentable square feet of space in the Warehouse, and 4,800 rentable square feet of space in the Headend Building as more particularly described in the diagrams attached hereto as Schedule A (the "Premises").

NOW THEREFORE, Landlord and Tenant, for themselves, their legal representatives, successors and permitted assigns, intending to be legally bound, hereby agree to the terms and conditions of this Lease as follows:

1. **Granting Clause.** Landlord leases to Tenant, upon the terms and conditions herein stated, the Premises, which Premises the parties stipulate consist of a total of 10,271 square feet in the Buildings: 2,231 square feet of space in the Main Building, 3,240 rentable square feet of space in the Warehouse, and 4,800 rentable square feet of space in the Headend Building, together with the nonexclusive use of common space and parking areas in and appurtenant to the Buildings.
2. **Term.** The term of this Lease (the "Term") shall commence on November 8, 2018 (the "Commencement Date"), and shall expire ten (10) years following the Commencement Date (the "Expiration Date"), unless renewed or earlier terminated in accordance with the terms of this Lease.
3. **Rent.** Tenant agrees to pay a monthly rent during the Term in the amount of Five Thousand Dollars (\$5,000) (the "Rent"). The Rent shall be payable monthly in advance, commencing on the Commencement Date and continuing on or before the first (1st) day of each month thereafter during the Term. Without limiting the provisions of this Lease, if Tenant fails to pay any installment of Rent or other charge to be paid by Tenant pursuant to this Lease within five (5) business days after the same becomes due and payable, then Tenant shall pay a late charge equal to five percent (5%) of the amount of such payment. Rent shall be inclusive of all costs including, without limitation, taxes, insurance, utilities, and repair and maintenance expenses.
4. **Use of Premises.** Tenant may use the Premises for operation, maintenance, and storage of a headend, and any use ancillary thereto, or, upon prior written approval from Landlord, which approval shall not be unreasonably withheld, any other use. Tenant's use includes the list of offices in the Main Building and the Headend Building as described on Schedule A, multi-purpose rooms, conference rooms, common areas, furniture, fixtures, storage, and equipment.
5. **Quiet Enjoyment.** Landlord warrants that it owns the Premises, has full right and power to execute and perform this Lease and to grant the estate demised herein and that Tenant, on payment of Rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the Premises during the full term of this Lease and any extensions or renewal hereof.
6. **Repair and Maintenance of Premises.** Landlord covenants and agrees, at its expense without reimbursement or contribution by Tenant, to keep, maintain and replace, if necessary, the Buildings and the Premises, including, without limitation, the foundation, floors, slabs, exterior walls, structural systems of the Buildings, load bearing walls, roof, roof structure, HVAC equipment, plumbing, gas, landscaping, parking lot and utility systems in good condition and repair, unless such repair or maintenance is made necessary by the negligence or intentional misconduct of Tenant. Landlord shall have the right to enter upon the Premises to make such repairs, and Landlord agrees to provide Tenant with prior notice of such entry, provided, however, in the event of emergency, Landlord shall not be required to provide notice to Tenant prior to entry upon the Premises.
7. **Utilities.** Landlord shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection and other utilities and services used on the Premises, all maintenance charges for utilities and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider. Notwithstanding, Tenant will pay for electricity at the Headend Building.
8. **Taxes.** Landlord shall be responsible for and shall pay, prior to the due date, all real estate taxes levied upon the Premises, Buildings, and other improvements during the term of the Lease.
9. **Insurance.** Landlord shall maintain, at its cost, all risk property insurance covering the full replacement cost of the Buildings, less a commercially reasonable deductible if Landlord so chooses. Landlord also maintains, and shall continue to maintain, commercial liability coverage for the Buildings. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood insurance and rent loss insurance. The Premises may be included in a blanket policy (in which case the cost of such insurance allocable to the Premises will be determined by Landlord based upon the insurer's cost calculations). Tenant shall procure and maintain appropriate policies of commercial liability and workman's compensation insurance to cover its respective liability exposures.
10. **Waiver of Subrogation.** Notwithstanding anything to the contrary contained in this Lease, Tenant and Landlord waive all rights to recover against each other for any loss or damage to their respective tangible personal or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions. Tenant and Landlord will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies maintained by each party. This provision shall survive the expiration or sooner termination of this Lease.
11. **Assignment or Subletting.** Tenant shall have the right to assign this Lease or sublet the Premises or any portion thereof without Landlord's consent, provided such assignment or subletting is expressly subject to the terms and provisions of this Lease.
12. **Emergency Generator.** Tenant shall have the right to access the emergency generator serving the Buildings at any and all times throughout this Lease.
13. **Notices.** Any notice or document required or permitted to be delivered hereunder may be delivered or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have thereto fore been specified by written notice delivered in accordance herewith:

If to Landlord:
The City of Opelika
600 Fox Run Pkwy
Opelika, AL 36801
Attn: Derek Lee, Director

If to Tenant:
Point Broadband, LLC
1791 O.G. Skinner Drive,
West Point, Georgia 31833
Attn: Todd Holt

With a copy to:

Maynard, Cooper & Gale, P.C.
655 Gallatin Street
Huntsville, Alabama 35803
Attn: Michael P. Johnson, Esq.

With a copy to:

Point Broadband, LLC
1791 O.G. Skinner Drive
West Point, Georgia 31833
Attn: Chad Wachter, General Counsel

14. **Default by Tenant.** The following events shall be an event of default ("Event of Default") by Tenant under this Lease:
 - (a) Failure of Tenant to pay any installment of Rent to Landlord on the date that the same is due and such failure shall continue for a period of fifteen (15) days after the date said Rent payment is due.
 - (b) Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of Rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice from Landlord to Tenant.
 - (c) Insolvency, the making of a transfer in fraud of creditors or the making of an assignment for the benefit of creditors by Tenant.
 - (d) Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or adjudication as a bankrupt or insolvent in proceedings filed against Tenant.
 - (e) Appointment of a receiver or trustee for all, or, substantially all of the assets of Tenant.
15. **Landlord's Remedies.** Upon the occurrence of any of the Events of Default listed in Section 14, Landlord shall have the option to pursue any one or more of the following remedies:
 - (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender such Premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Premises or arrearage in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
 - (b) Enter upon and take possession of the Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in this affecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of five percent (5%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by negligence of Landlord or otherwise.
 - (c) Declare all Rent and other sums due hereunder, due and payable in full for the entire term of the Lease.
 - (d) Pursue any of its remedies at law or equity.
 - (e) Notwithstanding the foregoing, upon the occurrence of an Event of Default by Tenant, Landlord shall use commercially reasonable efforts to mitigate its damages.
16. **Default by Landlord.** The following events shall be an Event of Default by Landlord under this Lease:
 - (a) Failure of Landlord to maintain and repair the Premises or commence in good faith such repair or maintenance as provided for in Section 6 of the Lease and such failure shall continue for a period of ten (10) days after written notice thereof to Landlord.
 - (b) Failure of Landlord to comply with any term, condition or covenant of this Lease, other than maintenance and repair, and such failure shall not be cured within thirty (30) days after written notice thereof from Tenant to Landlord.
17. **Tenant's Remedies.** Upon the occurrence of any of the Events of Default listed in Section 16, Tenant shall have the option to pursue any one or more of the following remedies:
 - (a) In the event of a default by Landlord under Section 16(a), Tenant shall have the right, but not the obligation to cause the required maintenance and repair to be made. Landlord shall reimburse Tenant for the cost of the maintenance and repair within ten (10) days of receiving a copy of the paid invoice showing the amount of said repair. In the event Landlord fails to pay any such invoice when due, Tenant may deduct such amounts from Rent thereafter becoming due and payable hereunder.
 - (b) Terminate the lease.
 - (c) Any other recourse available under applicable law.
18. **Holding Over.** Should Tenant or any of its successors in interest fail to surrender the Premises, or any part thereof, on the expiration or termination of this Lease, without any agreement in writing between Landlord and Tenant with respect thereto then prior to acceptance of Rent by Landlord, Tenant shall be deemed a tenant month to month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenancy from month-to-month; however, the rent due shall increase to \$5,250 per month. In the event of such holding over by Tenant, either Landlord or Tenant may terminate the monthly tenancy upon thirty (30) days' written notice to the other.
19. **Surrender of Premises.** At the expiration of the Lease term, Tenant shall, after removal of trade fixtures, equipment and other personal property, peaceably surrender the Premises broom clean and in good condition and repair, reasonable wear and tear and repairs which are Landlord's obligation hereunder excepted.
20. **Indemnification.** Landlord, to the extent allowed by law, hereby agrees to and shall indemnify Tenant and its successors and assigns and Tenant hereby agrees to and shall indemnify Landlord and its successors and assigns in respect of any liability, damage, cost, expense or deficiency resulting from any misrepresentations, breach of warranty or nonfulfillment of any representation or agreement of the indemnifying party made herein, and from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the indemnified party hereunder as well as against all actions, suits, process, demands, assessments, judgments, costs and expenses, including counsel fees, incident to any of the foregoing.
21. **Compliance with Laws.**
 - (a) Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, as of the date hereof, Landlord and the Premises are in compliance with, and will continue to be in compliance with, all federal, state, county and municipal environmental laws, rules, regulations and statutes applicable to the Premises or the use thereof, and that there are no Hazardous Substances in or on the Premises other than in accordance with applicable law. Excluding any matters that result from the actions or omissions of Tenant after the effective date of this Lease, Landlord, to the extent allowable by law, shall defend, indemnify and hold harmless Tenant and its agents, employees, successors and assigns, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, consultants' fees, court costs and litigation expenses) arising out of or in any way related to the presence of Hazardous Substances in or on the Premises.

(b) "Hazardous Substances" shall mean any substance, chemical, contaminant or waste that is designated or defined as hazardous, toxic or dangerous or as a pollutant or contaminant in any environmental law, including without limitation, asbestos, polychlorinated biphenyls (PCBs), pesticides, PCE and petroleum or its by-products.

(c) Tenant shall comply with all governmental laws, ordinances and regulations applicable to the Tenant's use of the Premises and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Tenant's use of, the Premises, all at Tenant's sole expense. Landlord warrants that to the best of its actual knowledge, the Premises currently meets all applicable codes and ordinances of any governmental agency having jurisdiction over the Premises. Tenant hereby agrees that its use and alterations of the Premises shall comply with all environmental laws and regulations, including permits, during its possession; and Tenant will not store, release or dispose (or knowingly permit the storage, release or disposal of) a Hazardous Substance in the Premises. Tenant does hereby agree to indemnify and hold Landlord harmless of, from and against, all claims, actions, liens, demands, costs, expenses, fines, judgments and losses (including reasonable legal fees and costs) resulting from, or arising out of, Tenant's violation of this provision. Landlord and Tenant acknowledge and agree if Tenant violates this provision, upon the completion of Landlord's cure of such violation, Tenant shall reimburse Landlord in full the reasonable costs associated with such cure. In the event that Tenant is served with any notice regarding Hazardous Substances on or about the Premises, Tenant agrees to promptly provide Landlord with written notice thereof.

22. **Severability.** If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. **Governing Law.** This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Alabama.

24. **Section Headings.** The headings of sections in this Lease are inserted for convenience only and shall not be considered the provisions hereof if any question of intent should arise.

25. **Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

26. **Attorney's Fees.** If either party to this Lease commences litigation, legal action or claim to protect its interest and/or to enforce any term or provision of this Lease, the losing party in the dispute shall indemnify and hold harmless the prevailing party from any and all reasonable costs, including without limitation reasonable attorneys' fees and court costs incurred by the prevailing party, including attorney's fees on appeal and in any bankruptcy proceedings, and this provision shall survive the expiration or termination of this Lease. Landlord's indemnity hereunder is subject to any limitations as provided by law.

27. **Condemnation.** If the whole or any material part of the Premises shall be taken by any public authority under the power of eminent domain, or conveyed by Landlord to such authority in lieu of condemnation, and by reason of such taking (a) Tenant determines in its reasonable business judgment that Tenant's business cannot be continued in operation on the portion of the Premises which remains, or (b) Landlord determines in its reasonable business judgment that Landlord's ownership and operation of the Buildings is commercially unreasonable, then Tenant, in the case of (a), and Landlord, in the case of (b), may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives a written notice of the portion to be taken or sold, to be effective. The termination of this Lease will be effective as of the date the Premises, or, portion thereof must be vacated pursuant to the condemnation order or the date of any conveyance in lieu of such condemnation. If, during the term of this Lease, Landlord receives notice from any public authority that the whole or any part of the Premises is being considered for taking by any public authority under the power of eminent domain, Landlord shall immediately provide Tenant with written notice of such action, including a copy of said notice. If, during the term of this Lease, a material portion of the Premises shall be taken by any public authority for any public use, or, any conveyance in lieu of such condemnation, and neither Tenant nor Landlord exercise the option to terminate this Lease granted in this section, then there shall be an equitable abatement or adjustment to the Rent due under this Lease and Landlord shall promptly restore the Premises and the Buildings, less the part so taken, to the condition which existed prior to such taking. It is expressly understood and agreed that Tenant shall have no claim or demand of any kind to any award made to Landlord, except as otherwise specifically provided herein. Notwithstanding anything to the contrary, Tenant shall be entitled to an award, if any, from such condemning authority for damages for loss of Tenant's trade fixtures or improvements. Tenant shall also be entitled to claim an award for damages from the condemning authority suffered by Tenant for loss of business or loss of "good will" and for moving and relocation expenses.

28. **Fire or Other Casualty.**

(a) In the event the Premises are totally destroyed by fire, rain, wind or other cause beyond the control of Landlord, or are condemned and ordered torn down by the properly constituted authorities of the State, County, City, or other authority, then in either of these events, at Landlord's or Tenant's option, the Lease shall cease and terminate as of the date of such destruction or condemnation. The rental shall then be accounted for between the Landlord and Tenant up to the time of such damage, taking or destruction of said Premises, the Tenant paying up to said date and the Landlord refunding the rents collected beyond said date.

(b) If the Premises are damaged by fire (through no fault of Tenant or Tenant's agents, employees, invitees or customers), rain or wind beyond the control of Tenant, so as to render the same untenable or unfit for the use or purpose for which the same are hereby let, then in that event, at Tenant's option, this Lease shall cease and terminate as of the date of such damage.

(c) If the Premises are destroyed in whole or in part and neither party elects to terminate this Lease as aforesaid, then Landlord shall promptly restore the Buildings and the Premises to the condition which existed prior to such casualty, and Rent shall abate from the date of casualty until the Premises are restored.

29. **Landlord Lien.** Landlord hereby waives any statutory or common law so-called "landlord's lien" against the equipment, trade fixtures, machinery and other personal property of Tenant situated on the Premises.

30. **Counterpart Execution.** This Lease may be executed in one or more counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Signature page to follow.]

[Signature page to Headend Lease.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

WITNESS:

LANDLORD:

THE CITY OF OPELIKA

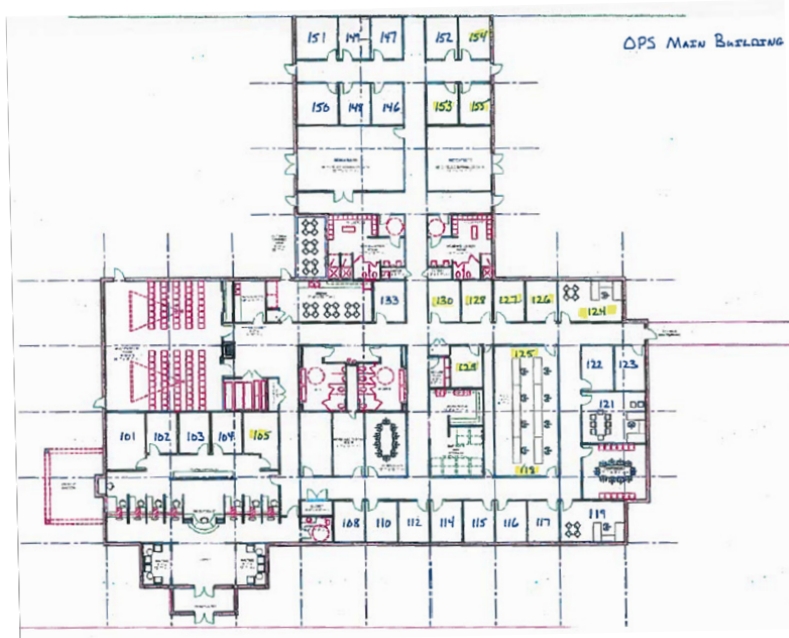
By: _____
Name: _____
Its: _____

TENANT:

POINT BROADBAND, LLC

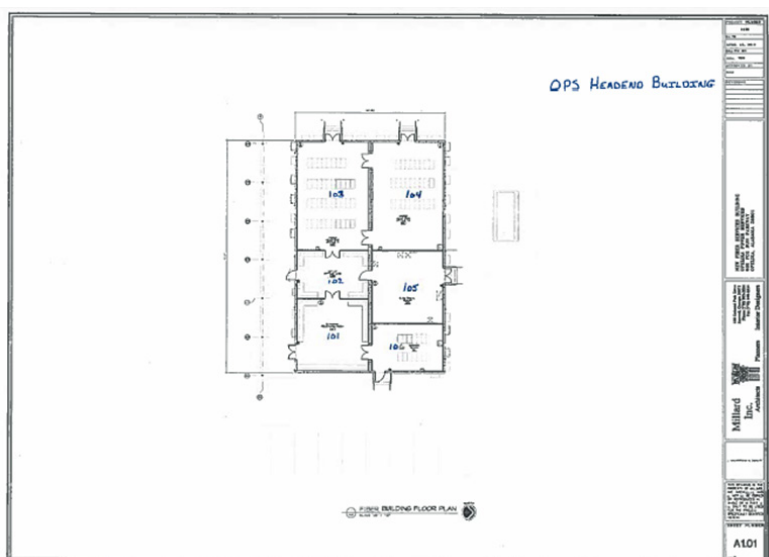
By: _____
Name: _____
Its: _____

SCHEDULE "A"
Diagram of Premises



Below is a list of offices in the main OPS building (map attached) that Point Broadband will lease:

Point Broadband Leased Space in OPS Main Building		
Office No.	Sq. Footage	Description
105	116	Future
124	244	Fiber Services Manager
126	120	Marketing/Sales
127	120	Marketing/Sales
128	120	Sales Engineer
129	120	Fiber Engineer
130	120	Workflow Coordinator
153	125	FST Crew
154	125	FST Supervisor
155	125	FST Crew
118 / 125	775	Network Operations Center
Station 1	60.5	Customer Service Area
Station 2	60.5	Customer Service Area
Warehouse	3240	20% of 16,200 feet
Total Sq. Footage	5471	



Below is a breakdown of leased space in the headend building:

Point Broadband Leased Space in Headend Building		
Office No.	Sq. Footage	Description
102	600	Office / Lab
103	1350	Video Head-End 1
104	1350	Video Head-End 2
105	900	Electrical Room / Storage
106	600	Server Room (OPS keeps space for 5 racks)
Total Sq. Footage	4800	

Notes:

- Electricity is included in the Main Building and Point Broadband is responsible for the Headend Building.
- Water is included for both buildings.
- Furniture and fixtures are included with lease.
- Warehouse includes shelving space, enclosed cage for high-dollar inventory items, use of forklift and other transport equipment and designated covered warehouse parking spaces.