Commonwealth of Massachusetts

Request for Proposals

Wireless Telecommunications Leasing Project

February 15, 2006

Haverhill, Massachusetts

David B. Perini, Commissioner
Division of Capital Asset Management and Maintenance
Office of Real Estate

This RFP may be withdrawn without prior notice.

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SECTION 1 - PROJECT OVERVIEW

Background

The Asset Management Board *("**AMB**")* of the Commonwealth of Massachusetts by Board Action dated October 26, 2005, has approved a Final Project Proposal dated October 11, 2005 (**"FPP"**) of the Massachusetts Highway Department (**"MHD"**) for telecommunications leasing at portions of six sites in Massachusetts under the care, custody and control of MHD. The FPP authorizes the Division of Capital Asset Management and Maintenance *("**DCAM**")* to enter into long-term nonexclusive leases at portion(s) of the sites for terms up to ten years with options to extend for two additional and successive five-year periods. MHD has concluded that portions of these sites are currently underutilized and can be used by the telecommunications industry without interfering with the current use and operation of these properties by MHD. The telecommunications leasing program is intended to enhance wireless communication service throughout the Commonwealth of Massachusetts, to improve the provision of emergency and other communications systems for state and local safety personnel and to generate revenue for the Commonwealth. A copy of the Board Action is attached to this RFP as Appendix A. The FPP is on file with the Contact Person at DCAM.

Invitation to Bid

The purpose of this Request for Proposals *("**RFP**")* is to solicit proposals through an open, fair and competitive process, consistent with the best interests of the Commonwealth of Massachusetts, from the telecommunications industry. Proposals are sought from individuals or entities (i) that provide wireless telecommunications services (e.g., cellular and personal communication providers, radio common carriers and paging companies) and are licensed by the Federal Communications Commission (*"**FCC**"*) *("**Wireless Telecommunications Service Provider(s)**"* or *"**Service Provider(s)** "*), or (ii) that construct, install, manage and operate telecommunications towers and can procure Service Providers to the site ***("Facilities Management Company" or "Companies")***. The lease will permit the installation, operation and maintenance of towers or support structures, antenna facilities and related equipment ***("Wireless Telecommunications Facility or Facilities" or "Facility" or "Facilities")***. Proposals may include sublet or license arrangements with other Service Providers as co-locators on the Facility, provided the proposal includes additional co-location rent payable to the Commonwealth (see Appendix I).

DCAM is seeking well-designed proposals that will provide the Commonwealth with favorable financial benefits and overall benefits consistent with this RFP and the FPP.

The site that is the subject of this RFP is a portion of the MHD Depot Facility at 530 Broadway Road Haverhill, Massachusetts, as more particularly described in Section 2 of this RFP ***("Site")***. Proposers must identify the area they wish to lease from within the area designated as "Approximate Available Area" on the map included in Section 2. The desired lease area must be shown with sufficient detail, together with a proposed access plan (see Appendix F). The total area to be leased on the Site may not exceed 5,000 square feet.

The Site is being offered and will be leased in its *"AS IS" "WHERE IS"* condition without any

representations or warranties of any kind whatsoever by DCAM or the Commonwealth of Massachusetts.

Process

The process involves the submission of leasing proposals responsive to this RFP, review of timely, properly submitted and complete proposals by DCAM, interviews with one or more proposers at DCAM's discretion, provisional selection of **one** proposal at DCAM's discretion, proposer's fulfillment of terms and conditions of the provisional selection and lease execution.

Please refer to Section 4 for the complete Submission Requirements and Section 5 for the Selection Process and Evaluation Criteria.

Before submitting a proposal, proposers should review the form of "Lease Agreement Wireless-Telecommunications Facilities" ("Lease") attached to this RFP as Appendix C. Several provisions of the Lease are unique to the Commonwealth of Massachusetts.

The submission of a proposal will be deemed to constitute a representation by the proposer that if selected and electing to proceed, the proposer will execute the Lease without material modification. Please indicate as part of your proposal on the form of "Proposed Rider to Lease" attached as Appendix E, any and all revisions to the Lease that you propose, regardless of whether you consider them to be "material." Please refer to Section 6 for the required Legal Documents.

Submission Deadline

This RFP will remain open from February 15, 2006, at 9:00 AM, until DCAM has selected a proposal during the earliest of the following schedule of Submission Deadline Dates:

March 20, 2006
April 24, 2006
June 9, 2006
September 1, 2006
December 15, 2006

Proposals must be received by DCAM at the address specified in this RFP no later than 5:00 PM on the earliest unexpired Submission Deadline Date. The RFP will automatically close upon selection of a proposal by DCAM or at 5:00 PM on December 15, 2006, whichever is the first to occur.

Conditions and Reservations (IMPORTANT, PLEASE READ THOROUGHLY)

Any capitalized term used in this RFP, but not specifically defined herein, shall have the meaning set forth in the Lease.

The Commonwealth of Massachusetts makes no representations or warranties of any kind whatsoever as to the accuracy and/or completeness of the information provided in this RFP

which shall be deemed to include, without limitation, any appendices, exhibits, attachments and/or supplements of any nature or in any form, (e.g., hard copy, facsimile, electronic or on line).

This RFP is made subject to errors, omissions, prior sale, lease or other disposition, subsequent modifications, additions and/or changes in lease terms and conditions, to changes in costs, conditions, economics, engineering, and to changes in or different interpretations of laws and regulations.

The information provided in this RFP is for convenience only, is subject to differing interpretations, analyses and conclusions and must be independently investigated, analyzed and verified by the proposer.

DCAM reserves the right to amend, suspend or withdraw this RFP at anytime for any or no reason, without notice, in DCAM's sole discretion.

DCAM reserves the right to seek clarification of information supplied, to request additional information, to negotiate with any or all proposers, to request best and final offers from all proposers, to cease negotiations at any time, to waive portions of the RFP, to waive any informalities in proposals, to reject any and all proposals or portions thereof, to select another proposal(s), to discontinue its selection process, to solicit other proposals or to issue a new RFP, all for any reason whatsoever in DCAM's sole discretion.

The preparation and submission of a proposal is at the sole cost and expense of the proposer.

DCAM will not consider any proposals which are comprised in whole or in part, directly or indirectly, without limitation, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the subject of this RFP (involvement means, without limitation, involvement relating to legal, planning, environmental or other consulting).

DCAM encourages, to the greatest extent possible, the active and meaningful equity participation of Minority Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) as certified by the State Office of Minority and Women Business Assistance (SOMWBA). DCAM also encourages proposers to utilize MBE and WBE firms to provide services and/or materials to the project and to provide other opportunities for women and minorities.

This RFP and any amendments will be posted on the Commonwealth of Massachusetts' website at www.comm-pass.com. It is the proposer's responsibility to check the website for any amendments or changes to this RFP or for any DCAM responses to bidder's questions.

Only the Contact Person specified in Section 7 of this RFP is authorized to respond to any question or inquiry in connection with this RFP. Proposers without access to web information, or who otherwise have disabilities or hardships and seek reasonable accommodations, (which may include the receipt of RFP information in an alternative format) must make a written request for a reasonable accommodation to the Contact Person.

SECTION 2 - SITE INFORMATION

Site Description

Massachusetts Highway Department
Depot Facility
530 Broadway Road
Haverhill, MA

The portions of the depot site identified as "Approximate Available Area" for Wireless Telecommunications Facilities is as follows:

4900 SF + of "Approximate Available Area" within the Haverhill MHD Maintenance Depot at 530 Broadway Road (Route 97) in the city of Haverhill, Massachusetts.

AERIAL VIEW WITH "APPROXIMATE AVAILABLE AREA" BOUNDRIES IN RED
AND "APPROXIMATE AVAILABLE AREA" (EXCLUDING BUILDINGS) FOR DEVELOPMENT WITHIN THE YELLOW LINE

Address:	530 Broadway Road, Haverhill, MA
Owner:	Commonwealth of Massachusetts, under the care and control of the Massachusetts Highway Department
Approximate Coordinates:	42-46-59.24 71-07-19.69
Assessor Info:	Map 581, Block 1, Lot 7

Proposers must identify the area they wish to lease from within the area designated as "Approximate Available Area" on the map included in Section 2. The desired lease area must be shown with sufficient detail, together with a proposed access plan (see Appendix F). The total area to be leased on the Site may not exceed 5,000 square feet.

General Information

The Commonwealth makes no representations or warranties, express or implied, whatsoever regarding the physical or environmental condition of the Site including, without limitation, the presence or potential presence of environmental hazards, pollutants or contaminants within any structures or in the underlying land.

Proposers must undertake their own review and analysis of physical conditions, environmental conditions, access, title, utilities, applicable federal, state and local laws and regulations, required permits and approvals, use potentials and other legal considerations.

Proposers must also conduct their own feasibility tests to determine whether they can utilize the Site for their particular use and their proposed Wireless Telecommunications Facilities. No warranties or representations, express or implied, are made concerning the suitability of the Site for the purposes contemplated by the proposer.

Please refer to Appendix B for Massachusetts Highway Department comments and conditions.

Local, State and Federal Laws and Regulations

Proposers will be required to comply with applicable zoning and other local laws and regulations, as well as all applicable state and federal laws and regulations, and to obtain all necessary permits and approvals thereunder. The Commonwealth makes no representations or warranties whatsoever regarding the applicability of federal, state and local laws and regulations to the proposed use of the Site and the proposed Wireless Telecommunications Facilities to be installed thereon.

Massachusetts Environmental Policy Act *("MEPA ")*

Proposers must independently identify and confirm any MEPA requirements for the proposed use of the Site and the proposed Wireless Telecommunications Facilities to be installed thereon. Any Tenant under a Lease will be required to sign the MEPA Agreement attached to the Lease.

Utilities

The Commonwealth makes no representations or warranties whatsoever regarding the condition or availability of any utility services or connections at or to the Site. The Tenant under the Lease, at its sole cost and expense, will be responsible for ensuring the adequacy of all utilities, must arrange and pay for the installation of all necessary utility infrastructure and must contract directly with utility service providers for utility services at the Site. All utilities must be

separately metered.

Title, Easements and Encumbrances

The Site will be leased subject to all restrictions, easements and encumbrances of record. Proposers must independently analyze and verify all title matters.

Physical and Environmental Conditions

The Site is being offered for lease and will be leased ***"AS IS"*** and ***"WHERE IS"*** notwithstanding any change in the condition of the Site (or land/buildings/improvements located thereon) prior to the Lease commencement date. Neither DCAM nor the Commonwealth will be required to make any repairs or improvements to any portion of the Site before or during the term of the Lease.

Proposers may be given access to the Site prior to the submission deadline to conduct a visual inspection and perform network capacity evaluation tests. No invasive testing shall be permitted. Any prospective proposer wishing to conduct such tests prior to submitting a proposal shall submit a written request to DCAM, which shall include a scope of work. This request shall also include a signed Assumption of Risk and Indemnification Agreement, a copy of which is attached to this RFP as Appendix J**,** together with required certificates of insurance. All such testing must be completed before the applicable Submission Deadline Date.

SECTION 3 - PROJECT DESCRIPTION AND TERMS

The project is to Lease an area of the Site, not exceeding 5,000 square feet, to a Wireless Telecommunications Service Provider or Facilities Management Company for Wireless Telecommunications Facilities under a nonexclusive lease of up to ten years with options to extend for two additional and successive five year periods. The permitted uses of the Site are as follows:

- installation, operation and maintenance of a wireless telecommunications tower or support structure for antenna facilities and associated equipment, cables and all other appurtenances necessary for the operation thereof, together with associated transmission lines and mounting apparatus;

- installation, operation and maintenance of equipment shelters or cabinets for the housing of associated telecommunications equipment; and

- pedestrian and vehicular access to the Site and access for utilities.

The Tenant, at its sole cost and expense, will be responsible for installing, operating and maintaining its Facilities including any equipment shelters or cabinets at the Site.

The Tenant, at its sole cost and expense, will be required to comply with all applicable federal,

state and local laws and regulations, and will be required to obtain all required permits and approvals for its proposed use of the Site and proposed Wireless Telecommunications Facilities thereon.

- **Massachusetts Highway Department Additional Comments and Conditions:**

Provided that the Wireless Telecommunication Facility complies with the Federal Highway Administration's (FHWA) Utility Accommodation Policy, as determined by both the Massachusetts Highway Department and FHWA.

Provided that the selected proposer include in its development costs an amount not to exceed $5,000 for the purchase by the selected proposer and installation, as determined by MHD, of the camera equipment described in Appendix B at each new Facility constructed under the Wireless Telecommunications Leasing Project. The equipment is for the exclusive ownership, use and control of MHD and is intended to enhance MHD's statewide Intelligent Transportation System (ITS) infrastructure by providing real time traffic, event and weather information for the safety and security of travelers using the Commmonwealth's highway system.

The location, installation, use, operation and maintenance of any Wireless Telecommunications Facilities on the Site shall be subject to the MHD comments and conditions in Appendix B. FCC-licensed Wireless Telecommunications Service Providers may be allowed to co-locate, as provided in the Lease.

SECTION 4 - SUBMISSION REQUIREMENTS

General Requirements

DCAM seeks proposals from any Wireless Telecommunications Service Providers licensed by the FCC to provide wireless telecommunications service to the general public or from Facilities Management Companies that have Letters of Intent from at least two FCC-licensed Service Providers to locate on the Site. Proposers must be capable of successfully performing the obligations of Tenant under the Lease.

Proposals must include all of the information and materials that this RFP requires. Any proposal not meeting the submission requirements will be considered non-responsive and will be rejected.

All Submission Requirements will be strictly enforced.

Submission Deadlines and Requirements

1. This RFP will remain open from February 15, 2006, at 9:00 AM, until DCAM has selected a proposal during the earliest of the following schedule of Submission Deadline Dates:

March 20, 2006
April 24, 2006
June 9, 2006
September 1, 2006
December 15, 2006

Proposals must be received by DCAM at the address specified in this RFP no later than 5:00 PM on the earliest unexpired Submission Deadline Date. The RFP will automatically close upon selection of a proposal by DCAM or at 5:00 PM on December 15, 2006, whichever is the first to occur.

2. DCAM will only consider timely, properly submitted and complete proposals as determined by DCAM in its sole discretion. No proposal will be considered "timely, properly submitted and complete" unless it satisfies all of the following:

(a) is received by DCAM not later than 5:00 PM (U.S. Eastern Time Zone) on the **earliest unexpired** Submission Deadline Date;

(b) is in compliance with all of the requirements of this Section 4;

(c) is properly packaged and marked and delivered to the correct DCAM address, all in accordance with item 6 of this Section 4;

(d) includes all of the items required in the **Contents of Proposal** heading of this Section 4; and

(e) otherwise satisfies all requirements of this RFP.

3. Any proposal received by DCAM later than 5:00 PM (U.S. Eastern Time Zone) on the earliest unexpired Submission Deadline Date for which it is marked shall be deemed nonresponsive and will be rejected. If delivered late in person, delivery will be refused; if delivered late by mail, the proposal will be returned to the sender. Proposers who hand-deliver their proposals should allow adequate and sufficient time for the security clearances that are required at One Ashburton Place. Proposers who have their proposals delivered by mail or other delivery service should allow sufficient time for transit and delivery.

4. If a proposal is received by DCAM and, as of the date of receipt, is marked for a Submission Deadline Date other than the earliest unexpired Submission Deadline Date, such proposal shall be deemed to be premature and shall be rejected. For example, if a proposal is received on or before the first Submission Deadline Date but is marked for a later Submission Deadline Date, such proposal shall be deemed to be premature and shall be rejected.

5. Proposals will be time-stamped by DCAM as they are received. The DCAM time stamp shall be conclusive, controlling, final, and dispositive as to the timeliness of the receipt of a proposal.

6. The original proposal and three complete copies of the proposal, must be sealed in an inner-envelope-within-an-envelope, or in some other secure inner package that is within the package delivered. If sent by delivery service or courier, the proposal must be in a sealed inner envelope inside the delivery package. Both the outer and the inner envelopes or packages must bear the name and return-address of the sender and must be marked as shown in the example below

(Your Name) _____

(Your Return Address) _____

_____

SEALED PROPOSAL:

RE: MASSACHUSETTS HIGHWAY DEPARTMENT
Wireless Telecommunications Leasing Project

DO NOT OPEN UNTIL 5:00 PM (U.S. EASTERN TIME ZONE) ON: _____, 2006

[Insert earliest unexpired Submission Deadline Date listed in item 1 of this Section 4.]

TO: Division Of Capital Asset Management And Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108-1511

7. **Telecopied or faxed proposals will be rejected regardless of the date received.**

8. Properly submitted proposals will be opened after 5:00 PM (U.S. Eastern Time Zone) on the earliest unexpired Submission Deadline Date for which they are marked in the offices of DCAM, at which time only the names and addresses of proposers will be made public.

9. DCAM will not accept any information or materials submitted after the Submission Deadline Date for which a proposal was marked unless such information or materials are provided in response to DCAM's written request for such information or materials.

10. Proposals shall be unconditional. Prior to the applicable Submission Deadline Date, proposers may correct or modify a proposal by written notice to the DCAM Contact Person. **After the opening of Proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by DCAM in its sole discretion.**

Contents of Proposal

All proposals must include the following materials and information and must satisfy the following requirements:

A. Proposal Cover Sheet and Exhibits

The proposal must include a completed and signed Proposal Cover Sheet (attached to this RFP as Appendix D). Proposers must also complete and include in the proposal the following documents:

- Proposed Rider to Lease (Appendix E)
- Proposed Premises Location Plan and Access Route (Appendix F)
- Proposed Premises Development Plan (Appendix G)
- Proposed Tenant Rent Schedule (Appendix H), and
- Proposed Co-Locator Rent Schedule (Appendix I)

B. Proposal Narrative

The proposal shall include a detailed description of the concept for the Wireless Telecommunications Facilities on the Site. The description shall include:

- The approximate square footage of the area required for the proposed Facilities.
- A description of the proposed access route to the Site.
- A discussion of the relationship between the proposed developer, co-locators, manager and/or operator, if they are not all the same entity.

- A description of the physical plan (and any proposed stealth installation) and a discussion of how the various physical elements of the Facilities relate to one another.

- A description of the relationship (benefits and detriments) of the proposed Facilities, to the surrounding area and to the Town/City, and any measures that will be taken to mitigate any negative impacts upon nearby properties.

- A summary and analysis of the ways in which the proposal satisfies each of the requirements and preferences in this RFP, including, without limitation, a specific discussion of how the proposal satisfies all of the MHD conditions.

C. <u>FCC License</u>

The proposal must include a copy of the proposer's current FCC license, unless the proposer is a Facilities Management Company. If the proposer is a Facilities Management Company and not a Wireless Telecommunications Service Provider, the proposer must provide at least two Letters of Intent to co-locate from FCC-licensed Wireless Telecommunications Service Providers stating the intent to be a subtenant or licensee on the proposer's Facility.

D. <u>Application Fee</u>

A $ 250.00 **non-refundable** application fee, payable to the Commonwealth of Massachusetts, in the form of a corporate, bank or certified check must be included with the proposal. The application fee will only be returned if the proposal is refused because it was not timely submitted in accordance with this Section 4.

E. <u>Project Financing</u>

The proposer must provide a statement of the proposed method of financing the project. Financing information must be sufficient to demonstrate the proposer's ability to finance the project and must include the following:

- Audited financial statements for proposer's last fiscal year or reasonable substitute and explanation why audited statements are not available, and any material changes in the proposer's financial position since the statements were prepared.

- A three-year history of income and expenses for the proposing entity and/or its parent company, and for each general partner, principal, affiliate, or owner that will participate in the project.

F. <u>Implementation Plan and Project Schedule</u>

Proposals must include:

- A list of all required local, state and federal land use, environmental, operational and any

other regulatory or licensing permits and approvals.

- A project schedule for securing necessary permits and approvals and for performing all design and installation work necessary to make the Site fully operational for the permitted use under the Lease.

- A proposed maintenance regimen and program of capital repairs, replacements and/or improvements during the entire term of the Lease that can be tracked and documented for the purpose of keeping the Site and Facilities in good working condition as well as a proposed schedule for access to the grounds, buildings and Facilities.

G. <u>Proposer</u>

The proposal must include the following information concerning the proposing Wireless Telecommunications Service Provider or Facilities Management Company and the individuals to be involved in the project and their experience:

- The name, address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf and the name of the contact to whom all correspondence should be addressed. The names and primary responsibilities of each principal of the Service Provider or Facilities Management Company and of each person who will have management responsibility for the Site.

- If the proposer is not an individual doing business under his/her name, the proposal must describe the status of the entity (whether a non-profit or charitable institution, a general, limited or limited liability partnership, for-profit corporation, limited liability company, unincorporated association or joint venture) and indicate the jurisdiction in which it is registered to do business.

- The exact name and legal status of the entity to be named as Tenant in the Lease, if different from the proposer.

- A summary of the proposer's experience, collectively and individually, with similar projects, containing an explanation of the proposer's ability to pursue permits, financing, engineering, design, installation and construction of the Wireless Telecommunications Facilities on the Site.

- Identification of all principals, partners, co-venturers, subtenants or co-locators participating in the project, and the nature and share of each participants' ownership in and compensation from the project.

- Confirmation that no local, state or federal taxes are due and outstanding for the proposer and for the proposed Tenant under the Lease, if different from the proposer.

- Identification of any SOMWBA certified MBEs and WBEs that will have equity shares in the project, and any SOMWBA certified MBEs and WBEs the proposer intends to

contract with to provide services or materials to the project.

- A Disclosure Statement including complete information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the proposer's (or its principal's or its affiliate's) business and/or its compliance with laws and other governmental requirements or ability to execute the required legal documents.

H. References

- Proposers must provide a list and brief description of similar projects which have been successfully undertaken by the proposer within the past five years, and provide the name and telephone number of a reference for each.

- Proposers must provide banking references.

- The Commonwealth reserves the right to contact any references submitted and/or request additional references. Please include the name and telephone number of the contact person for each reference.

I. Additional Information

The Commonwealth reserves the right to request additional materials and/or information from any or all proposers.

SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

Timely, properly submitted and complete proposals will be evaluated based upon the information provided in the proposal, any interviews, references, additional information requested by DCAM, information from publicly available and verifiable sources, and any other information in the possession of DCAM.

The successful proposal will be the one that DCAM determines best meets the evaluation criteria of this RFP and is in the best interests of the Commonwealth.

DCAM will follow a **three-step** process to select a potential Tenant to enter into the Lease.

First, only timely proposals (those received by DCAM by the applicable Submission Deadline Date) will be reviewed for compliance with the Submission Requirements of Section 4. Any proposal determined by DCAM in its sole discretion to be improperly submitted or incomplete (unless expressly waived by DCAM in its sole discretion) will be deemed non-responsive and will not be evaluated further.

Second, only proposals satisfying the requirements of the preceding paragraph will be evaluated to determine whether (i) installation of the proposed Wireless Telecommunications Facilities on the Site appears to be feasible; (ii) the proposer appears to have the qualifications and financial capacity to perform as proposed and meet the obligations of Tenant under the Lease. The proposer's financial strength will be evaluated, including, without limitation, the quality of banking references, documented availability of credit and ability to meet operating and capital expenditures; and (iii) the proposer has the required experience and or expertise to construct, manage and/or operate Wireless Telecommunications Facilities on the Site.

Third, only proposals satisfying the requirements of the preceding paragraph will be further evaluated on the extent the proposal meets the following criteria: (i) it complies with the conditions and requirements of the RFP, including without limitation, the MHD comments and conditions; and (ii) it provides the greatest financial benefit to the Commonwealth, determined by the highest price based on net present value of the entire proposal.

DCAM may choose to conduct interviews with one or more proposers.

The extent and substance of any proposed modifications, additions and/or changes to the Lease (as presented in the Proposed Rider to Lease) will be taken into consideration to determine, in DCAM's sole opinion, whether the proposal is advantageous to the Commonwealth.

Upon completion of the evaluation process, DCAM may provisionally select one proposer for a potential lease opportunity. That proposer will be given a period of 15 days to conduct its due diligence evaluation of the Site. If the selected proposer elects to proceed to the leasing phase, the Lease and related legal documents must be executed within 20 days of selection. If the required documents are not executed by the Tenant in that timeframe, the provisional selection will automatically expire, unless extended in writing by DCAM in is sole discretion. Please see Section 6 for the legal documentation that will be required.

SECTION 6 - LEGAL DOCUMENTS

The documents listed in this Section will be required for the lease transaction. This list is not intended to be exhaustive, and DCAM reserves the right in its sole discretion to require additional or alternative documentation as may be appropriate to the selected proposal and the Site:

- Lease Agreement Wireless-Telecommunications Facilities
- Rider to Lease
- Exhibit A-2 Premises Survey Location Plan and Access Route
- Exhibit A-3 Premises Development Plan
- Exhibit B-1 Tenant Rent Schedule
- Exhibit B-2 Subtenant as Co-locator Rent Schedule
- Exhibit C-1 Improvements
- Exhibit C-2 Schedule of Equipment and Use
- Exhibit D Insurance Requirements
- Exhibit E Notice of Lease
- Exhibit F Wireless Telecommunications-Facilities Inventory Certification
- MEPA Agreement
- Tenant's Beneficial Interest Disclosure Statement
- Copy of FCC License if a Telecommunications Service Provider

Proposed revisions that affect the legal rights, obligations, liabilities, responsibilities, exposure and remedies of the Commonwealth must not be made without the prior written approval of the Office of the General Counsel of DCAM. This is applicable to all leasing documents. Examples of constitutional, statutory and other prohibitions and limitations include, without limitation, the following:

(a) The agencies of the Commonwealth are prohibited from indemnifying any third party as to any matter, from agreeing to "hold" any third party "blameless and harmless" as to any matter, and/or from agreeing to "defend" any third party as to any matter, unless the legislature has authorized a specific exception to the prohibition. If there is such an exception, the undertaking is limited to the specifics of the exception. Amendments Article 84 of the Constitution of the Commonwealth establishes this prohibition.

(b) G.L. c. 29, §30, prohibits agencies of the Commonwealth from insuring the property of the Commonwealth. Also, the Commonwealth is self-insured as to property matters. The Commonwealth does not provide third-party insurance coverage for other parties.

(c) G.L. c. 258 regulates tort claims (as opposed to contractual claims) against the Commonwealth. No leasing document may contain anything that is inconsistent with these statutory provisions. G.L. c. 258 provides for indemnification of public employees by public employers, and it allows public employers to maintain third-party insurance coverage for the indemnification of public employees, but these provisions have no impact on the prohibitions of items (a) and (b).

(d) The agencies of the Commonwealth may agree to a standard of ordinary "reasonableness" or "reasonable," but agencies of the Commonwealth must not agree to be governed by a standard such as "commercial reasonableness" or "commercially reasonable," or by any standard other than ordinary "reasonableness" or "reasonable."

(e) G.L. c. 29 §29C, regulates interest, "late charges," "penalties," and similar concepts that may be payable by the legislature or by an agency of the Commonwealth in connection with the acquisition of property or services from commercial vendors. However, no agency of the Commonwealth should agree to incur any such liability or obligation, or to make any such payment in connection with a lease of real estate.

(f) No lease may provide for any waiver or any right, remedy, or defense by an agency of the Commonwealth. The Office of the Attorney General of the Commonwealth represents the agencies of the Commonwealth in litigation and makes all strategic decisions, in consultation with the represented agency and its secretariat. The standard lease forms of the Commonwealth provide that whenever Landlord has a duty to indemnify, save harmless, and defend Tenant from all liability, claim, or cost, or some similar duty, such duty must be fulfilled "under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G.L. c. 12, §3." Accordingly, no lease should contain any provision whereby an agency of the Commonwealth waives any right, remedy, or defense pertaining to litigation (e.g., the right to a civil trial-by-jury), or whereby an agency of the Commonwealth waives any other right.

(g) Under no circumstances may a lease by an agency of the Commonwealth modify the requirement that the agency's payment obligations are subject to appropriation and allotment. See G.L. c. 29, §27.

(h) Warranties and representations in standard leasing documents of the Commonwealth must not be modified. Because of the statutory existence and regulation of the agencies of the Commonwealth that are authorized to lease real estate, and the certifications by the Commonwealth's signatories that appear in the signature blocks of many such documents, any request for the inclusion of reciprocal or similar warranties and representations by the Commonwealth must be declined.

Other lease terms and conditions may be included in the final lease document. The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions if in the opinion of DCAM it is in the best interest of the Commonwealth to do so.

SECTION 7 - RFP POSTING, AMENDMENTS AND QUESTIONS

Any RFP amendments or updates and any DCAM responses to bidder questions will be posted on COMPASS (www.comm-pass.com). All questions during the proposal period must be submitted in writing or sent by email before 12 noon at least two business days before the applicable Submission Deadline Date. Please include a correct email address for responses. Questions should be directed to:

Ms. Mary Gardill, Project Manager
Division of Capital Asset Management and Maintenance
Office of Real Estate
One Ashburton Place, 15th Floor
Boston, MA 02108-1511
Email: Mary.Gardill@state.ma.us
Telephone: 617-727-8090 ext. 508
Fax: 617-727-6074

DCAM will endeavor to answer appropriate questions in its sole discretion, by posting its answers on the website for the benefit of all proposers. It is the proposer's responsibility to check the web site periodically for any notices, update and responses. Any interpretation, clarification, or other response given to prospective or actual proposers shall never be deemed to supplement, diminish, amend, or otherwise modify this RFP in any manner or to any degree and shall have no authority or effect.

SECTION 8 - OTHER INFORMATION

Public Records

All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, paragraph 26. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and shall be disregarded.

APPENDIX A

AMB Board Vote

ASSET MANAGEMENT BOARD

Board Action

on

October 26, 2005

regarding

Final Project Proposal

by the

Massachusetts Highway Department

regarding

Telecommunications Leasing Project

WHEREAS, the members of the Asset Management Board (the "Board") have received and reviewed a Final Project Proposal from the Massachusetts Highway Department ("MHD"), entitled "Telecommunications Leasing Project (Six Sites), Commonwealth of Massachusetts, Massachusetts Highway Department" dated October 11, 2005 (the "Proposal").

WHEREAS, the Proposal seeks authorization to enter into long-term (up to 20 years including extension options), non-exclusive leases for designated structures/areas and/or monopoles at the following active MHD sites: Prospect Street in Andover, Appleton Street in Arlington/Lexington, Killam Hill Road in Boxford, Pleasant Lake Avenue in Harwich, Broadway Road in Haverhill, and Willimansett Street in South Hadley, (collectively, the "Property") that would allow telecommunications companies to install equipment, antennae, and facilities at these six sites (the "Proposed Project").

WHEREAS, MHD advertised a Notice of Intent to Submit a Proposal and Public Hearing, with an invitation for public comment (collectively, the "Notices") in the Central Register and at least one newspaper of general circulation in the applicable communities (see attached schedule). The last newspaper publications appeared not less than seven days prior to the deadline for submitting written comments on the Proposed Project. The Notices met all of the requirements for such notices contained in the regulations of the Board at 810 CMR 2.05 and included:

1. A brief summary of the Proposed Project, including a description of the proposed leases and the general location of the real property to be involved in the Proposed Project, and an estimate of the value of the proposed leases;

2. The location or office at which the draft Proposal was available;

3. An invitation for public comment and the date, time and location of the public hearings; and

4. The procedures and deadlines for submitting written comments.

Copies of the Notices were sent to members of the Board, members of the General Court of legislative districts included in the Proposed Project, the city manager in cities under the "Plan E" form of government, the mayor and members of the city council in all other cities, the chairperson of the board of selectmen in towns, county commissioners for all affected counties for towns, and the directors of the relevant area planning agencies for towns.

WHEREAS, public hearings were held at the locations and times indicated on the attached schedule, regarding the intention of the MHD to submit a Final Project Proposal to the Board. Comments made at the public hearings were accurately reflected in the minutes of the public hearings and the Final Project Proposal, and any comment letters submitted on the Proposal were included in the Final Project Proposal.

WHEREAS, the Board finds that the Proposal contains all of the information that must be contained in a Final Project Proposal submitted to the Board pursuant to the requirements of M.G.L. c. 7B and 810 CMR 2.06, as well as all other information deemed pertinent by the proponents of the Proposal and all the information requested by the Board.

WHEREAS, based on the facts and information included in the Proposal, the Board finds that the Proposed Project meets all standards for approval set forth in M.G.L. c. 7B and 810 CMR 2.02, as more specifically set forth below:

A. The Board finds that the disposition of specified structures/areas of the Property through long-term non-exclusive leases with telecommunication companies represents sound management of the assets of the Commonwealth.

B. Based upon its review of the analyses contained in the Proposal, including the Telecommunications Executive Summary prepared by MHD's Massachusetts Certified General Real Estate Appraiser and telecommunications consultant, the Board finds that the Proposed Project is technically and financially viable.

C. The Board has reviewed the letter of support for the Proposed Project from the Commissioner of MHD, the letter of support for the Proposed Project from the Secretary of the Executive Office of Transportation and the memorandum of the Commissioner of DCAM on the property inventory prepared by MHD which were submitted as attachments to the Proposal, and finds that the Proposed Project will not interfere with the current or foreseeable legal obligations of MHD with regard to the properties that are included in the Proposal.

D. Based upon the information provided to the Board by MHD concerning the Proposal, including the identification in the Proposal of the individuals and entities who were involved in the preparation of the Proposal and who will be involved in the implementation of the Proposed Project, the Board finds that the Proposed Project does not appear to constitute a conflict of interest, although the Board does not represent that it has made any judgments relative to conflict of interest under M.G.L. c. 268A.

E. Provided that the Proposed Project proceeds in accordance with the implementation, performance and monitoring criteria set forth in the Proposal, the Board finds that the Proposed Project will not result in windfall profits to any individual or group of individuals.

F. The Board finds that the Proposed Project will serve an important public purpose by allowing MHD to: (i) provide significant rental income to the Commonwealth and, through the creation of a Trust Fund for the agency, to cover the costs and expenses of DCAM (by payment of 25% of all lease revenue in the first year and 10% of all lease revenue in all years thereafter) and MHD related to developing, implementing and monitoring the Proposed Project, and to pay operating expenses of MHD; (ii) enable telecommunications companies to cost-effectively utilize sites at underutilized state-owned properties; (iii) enhance the provision of mobile and modular telecommunications services within the Commonwealth to private citizens, commercial users, and public law enforcement and safety officials; and (iv) place portions of underutilized state properties in productive use without interfering with the existing use of these properties.

G. The Board has reviewed and considered the disposition process set forth in the Proposal and requires and finds that the Property will be disposed of through an open and competitive process that is consistent with the intended public benefit of generating revenues and enhancing mobile and modular telecommunications services by allowing telecommunications companies to use underutilized properties.

H. The Board finds that MHD, as represented by the officials and key personnel identified in the Proposal, appears to be qualified to adequately manage and execute the Proposed Project.

I. Based upon the Board's review of the analyses set forth in the Proposal, the letter of support from the Commissioner of MHD and the letter of support from the Secretary of the Executive Office of Transportation, the Board finds that the Proposed Project will not interfere with the missions and functions of MHD and is in the best interests of the Commonwealth.

J. The Board has reviewed the information set forth in the Proposal regarding the proposed Trust Fund and the letter from the Secretary of the Executive Office for Administration and Finance approving the establishment of a Trust Fund and hereby authorizes MHD to request that the State Treasurer establish the Trust Funds, which shall be administered in accordance with the purposes set forth in the Proposal, with the provisions of M.G.L. c. 7B and 810 CMR 2.09, and with the conditions set forth in the Secretary's approval letter attached to the Final Project Proposal as Attachment VII and attached hereto.

In accordance with the foregoing findings of the Board and the powers granted pursuant to M.G.L. c. 7B, §4(b) and 810 CMR 2.02, the Board is authorized to determine that certain property procurement and disposition laws and regulations otherwise applicable shall not apply to the Proposed Project. Accordingly, the Board hereby makes the following determinations:

Determination #1, Laws:

The Board hereby determines that the provisions of M.G.L. c. 7, §40F, §40F1/2, §40I, and §43I shall not apply to the Proposed Project.

The Proposed Project shall comply with all other property procurement and general and special laws applicable to the Proposed Project.

Determination # 2, Regulations:

The Board further determines that consistent with its authority under 810 CMR 2.04(3)(c), the requirement for Commissioner certification that the project does not conflict with the current or foreseeable needs of any agency of the Commonwealth under 810 CMR 2.06(2)(c) (second sentence only) shall not apply to the Proposed Project. In addition, the Board determines that the requirement for a traditional real estate appraisal under 810 CMR 2.06(2)(f) shall not apply to the Proposed Project.

NOW, THEREFORE, the members of the Board whose signatures appear below have made the foregoing findings and have voted to approve the Proposed Project and hereby authorize MHD to implement the Proposed Project in accordance with its terms, subject to the requirement that the Request for Proposals for the Project contain, in addition to other selection criteria, a standard for evaluating the financial benefit of the entire proposal determined by the highest price based on net present value of the entire proposal.

RESOLVED AND APPROVED BY THE FOLLOWING MEMBERS OF THE ASSET MANAGEMENT BOARD:

David B. Perini, Chairperson	Date 10/26/05
Gregory W. Sullivan, Inspector General	Date 10/26/05
John Schwarz	Date 10/26/05
M. David Lee	Date
Leslie E. Greis	Date 10/26/5

APPENDIX B

MHD Comments and Conditions

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS HIGHWAY DEPARTMENT

INTEROFFICE MEMORANDUM

MB050803.MKM

TO: Commissioner

THROUGH: Gerald Solomon, Director, Right of Way

FROM: Russell McGilvray, Deputy Director, Right of Way Bureau

DATE: August 3, 2005

RE: Temporary Surplus of State Owned land for Cell Tower Lease

City/Town: HAVERHILL
Layout No.: N/A
F.A.P. No.: NFA

LOCATION: MHD Depot Route 97
AREA: 4900 sq. ft.
Eng. No.:

The Department has received a request from a Telecommunications Vendor, to Lease State-Owned Land, within the MHD Depot on Route 97, in Haverhill, Massachusetts, for the purposes of constructing a Multi-user cell phone tower.

We have canvassed the various Department Sections and received the following comments:

District # 4 Highway Director: No objection. Recommends a separate gated entrance and utility connections to telecommunication facility.

Deputy Chief Engineer, Highway Engineering: No objection. Defers to Operations

Traffic Engineer: No objection. Provided that the location of the tower does not interfere with the traffic flow and operations within the maintenance depot.

Environmental Division: No objection

Operations Engineer: No objection. Provided the District receives advanced notification prior to accessing. Lessee to provide separate and gated access to their facility and that lessee retain all required utilities to the tower.

BTP&D/PPDU: No objection. Defer to Mass Highway District 4.

Layout Engineer: Defers to District 4 Headquarters and Highway operations. Also the proponent of the project shall be responsible for any plans and written descriptions associated with proposal.

Based on the responses received and contained herein, the Right of Way Bureau recommends that the Commissioner approve the leasing of this site, on Route 97 in Haverhill, Massachusetts, in accordance with the MHD Preliminary Project Proposal to the Asset Management Board on May 1, 2005 and subject to the following conditions/provisions:

1. The Commissioner declares the subject parcel is not surplus to the needs of MHD but is underutilized, and MHD has determined that it could be used by the telecommunications industry without interfering with the current use of the site. If the telecommunications use interferes with MHD's current use or with any future redevelopment or change in use at the site, the telecommunications equipment will have to be relocated or removed.

2. An Assessment of Lease Value will be prepared prior to the Final Project Proposal submittal to the AMB.

3. The Commissioner may execute the TR1 Form a/k/a DCAM Form 1.

4. The successful bidder must prepare, at his/her expense, an installation plan description to the specifications of Mass Highway. Said plan must be prepared and submitted to Mass Highway within 180 days following this approval. A lease may be executed subject to Mass Highway's final approval of the installation plan and must be approved by MHD within 60 days of submission or will otherwise be deemed approved.

The following items will be included in every template lease for Mass Highway:

5. Said Lease shall be subject to the terms and conditions acceptable to Mass Highway including release of all liabilities related to the lease and use of this property.

6. The proponent shall be required to remove all of their own construction debris and related materials off the site and dispose of it in a proper manner. Mass Highway shall have the right to enter the leased premises for inspection during the term of the lease in order to access for periodic inspections and/or repairs.

7. Sites that are subject to Title 23 of the United States Code, due to the financial participation of the Federal Highway Administration (FHWA) in the original acquisition or subsequent improvement of the property, will be identified by MHD prior to releasing RFPs, and any necessary approval by FHWA will be obtained by MHD. Any funds subject to Title 23 will first be subtracted from the total revenue collected from the lease transaction prior to dividing the revenues as described in the AMB project proposal. MHD will inform DCAM upon full execution of lease of the Title 23 funds to be deducted from lease revenues received.

8. The lessee shall comply with the Massachusetts Environmental Policy Act requirements and any other applicable state and federal environmental laws and regulations, and a MEPA form must be executed by the lessee with any lease.

Luisa Paiewonsky, Commissioner

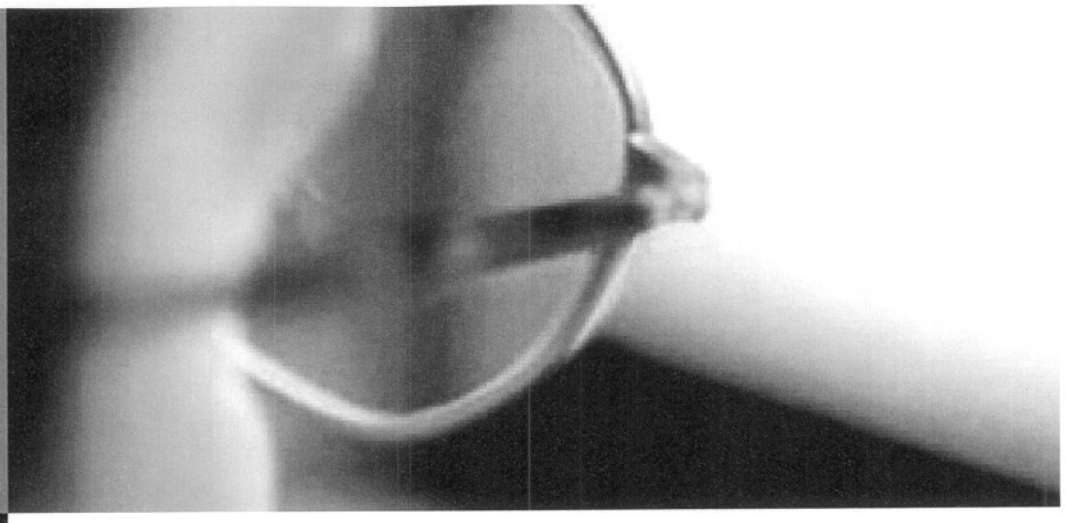
8/2/05
Date

APPROVED - MASSACHUSETTS HIGHWAY COMMISSIONER - Item No. 3
August 9, 2005

GRL/FAV/cf

PTZ Color Video Camera

The contractor shall supply and install the PTZ (pan-tilt-zoom) color video camera(s) at the RWIS tower locations as shown on the project plans and specifications. It shall be mounted to the RWIS tower approximately 27 feet above ground level. It shall be capable of grabbing up to 8 preset color video still frame images approximately every 5-10 minutes for display by the RWIS server. It shall be fixed mounted, and positioned to take up to 8 views of the roadway, bridge and pump house locations to view traffic and weather conditions. It shall be enclosed in an environmental video dome housing to operate in 100% humidity, -40°C to 60°C operating temperature, and withstand common air contaminants found along roadway locations. The small video dome shall provide dual mode, day (color) and night (monochrome) video camera with optical zoom lens and a high speed positioning system enclosed within a sealed and pressurized 7" optical dome. The lens has a focal length of 3.6mm to 82.8mm (23:1). It shall include auto/manual focus with focus control and variable speed zoom. A digital zoom range of up to 10X providing an effective zoom ratio of 230:1, and an effective focal length of 3.6mm to 828mm on a ¼" format Progressive Scan CCD camera, resulting in an effective horizontal angle of view of 54° wide angle to 2.5° max. Telephoto. The camera shall provide Wide Dynamic Range (WDR) by use of dual shutter exposure technique. The pan function shall provide 360° of continuous rotation, with a variable speed from 0.5° per second to 225° per second. The tilt function shall provide 180° of movement (0° to 90° down to 0°, with video rotation), with a variable speed from 0.5° per second to 60° per second. Up to 64 preset shall be available for storing and recalling zoom, pan and tilt positions. Shall be capable of tour sequence defined using up to 64 preset positions. All camera and pan & tilt functions are operable via RS-422/RS-232 serial communications by maintenance terminal on-site or connection to the RPU.



SSI® Cameras

Keep an eye on...

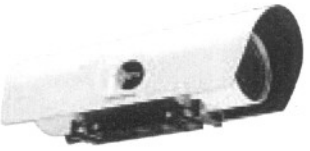
- Visibility
- Traffic
- Message Signs
- Weather
- Pavement Conditions

Sometimes there is no substitute for being able to see what is happening to your roads. Surface Systems, Inc. (SSI®) can deliver a clear picture of what is happening at your RWIS site. View traffic, weather, pavement conditions, visibility, message signs and more. SSI offers a full range of camera options, from black and white to full-feature color.

BLACK/WHITE VIDEO CAMERA

The SSI Black/White Video Camera is an economical choice for remote monitoring of road conditions. It provides clear, crisp images, enabling you to directly see critical information.

COLOR VIDEO CAMERA



The standard SSI Color Video Camera offers all the advantages of vibrant color. It has a fixed field of view and an orientation that is manually adjusted during installation. The fully integrated frame grabber delivers JPEG images. The compressed format allows faster transfer to the SCAN server for display in SCAN Web.

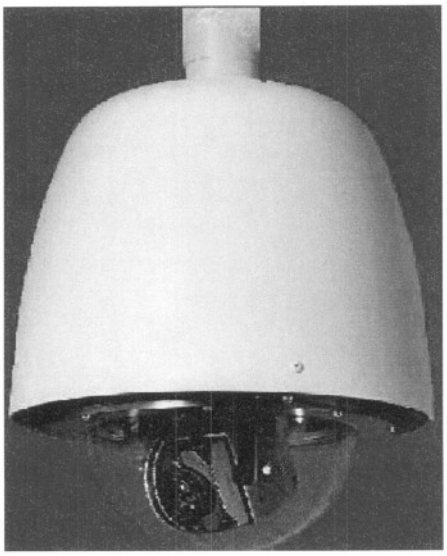
SSI®

Sensing the Future

A Quixote Company

SSI PTZ Camera

SSI P/N: 56213011
(Part of PTZ Camera Kit, SSI P/N: 56218547)



FEATURES

¼" Progressive Scan Color Sensor
Horizontal Resolution of 470 TV Lines
23:1 (3.6mm to 82.8mm) optical zoom lens
Auto Focus
Long term integration available to 1/2 second with frame store video output
Composite video output; NTSC format
Automatic color balance
Internal phase adjust line-lock, software adjustable
Programmable on screen character generator
Wide Dynamic Range (WDR) by use of dual shutter exposure technique.
RS-232 serial control
Internal heater and blower wired separately from the camera power
Sealed enclosure pressurized with dry nitrogen
No mechanical pan limits, continuous rotation capability in either direction
Variable pan speed from 0.1°/sec. to >250°/sec. (Preset Mode)
180° continuous tilt movement through 90° down. Auto image rotation at 90° down.
Variable tilt speed from 0.1°/sec. to 60°/sec
64 zoom, focus, pan & tilt preset positions, each with a unique user programmable preset ID

Surface Systems, Inc. 11612 Lilburn Park Road St. Louis, MO 63146
A Quixote Company Phone: (314) 569-1002 Fax(314) 569-3567

CAMERA SPECIFICATIONS

Imager:	Interline transfer Progressive Scan CCD with mosaic-type color compensating filter.
Image Area:	¼" Format 3.6mm (H) x 2.7mm (V)
Resolution:	470 horizontal; 350 vertical
Picture Elements:	758 (H) x 504 (V)
Video Output:	NTSC, 1 V p-p @ 75 ohms, unbalanced.
Maximum Lens Aperture:	f/1.6 (wide) to f/3.6 (tele)
Optical Zoom Range:	23X, 3.6mm to 82.8mm
Effective Digital Focal Length:	82.8mm to 828mm
Horizontal Angle of View:	With Optical Zoom: 54° to 2.5°
Minimum Focus Distance:	40" in tele, 0.4" in wide angle
Zoom & Focus Presets:	16 preset positions, focus is auto, if programmed, displays the preset caption.
Flash Memory:	Update firmware and new features via serial communication.
Long Term Integration Range: (Short Shutter)	Provides manual selection of integration duration for enhanced sensitivity. Integration times are 1/2 second, 1/4 second, 1/8 second, 1/15 second, 1/30 second.
Auto Iris:	Iris automatically adjusts to compensate for changes in scene illumination to maintain constant video level output within sensitivity specifications.
Gamma:	0.45
AGC:	0 to 50 dB
Color Balance:	Auto Tracking Color Balance
Signal to Noise Ratio:	>50 dB
Sensitivity:	(3200K): Scene Illumination @ F1.6, Wide Angle 3.0 Lux @ 1/60Sec.,F1.6, Shutter, Color I.R Cut On 0.2 Lux @ 1/4Sec., F1.6, Shutter, Color I.R.Cut On 0.3 Lux@ 1/60Sec. F1.6, Shutter, monochrome mode I.R. Cut Off 0.02 Lux@ 1/4Sec., F1.6, Shutter, monochrome mode I.R. Cut Off

COMMUNICATION AND CAMERA ADDRESSING PROTOCOL

Control and addressing is via RS-232 serial communications.

Upon receipt of any given command, the dome camera responds in 1.0 second or less.

All programmable functions are stored in non-volatile memory and are not lost if a power failure occurs. System configurations such as video privacy zones, preset text and sector I.D. are able to be stored in a computer file and a camera personality can be cloned or uploaded into a camera in the event that a camera replacement is necessary.

Surface Systems, Inc. 11612 Lilburn Park Road St. Louis, MO 63146
A Quixote Company Phone: (314) 569-1002 Fax(314) 569-3567

POWER REQUIREMENTS

Operating Voltage: 21.6VAC to 26.4VAC, 24VAC Nominal 50/60 Hz. (±3.0 Hz)

Power consumption: 27W – Camera (no motors); 131W - Heater

ENVIRONMENTAL SPECIFICATIONS

Ambient Temperature Limits (Operating):	-34°C to +74°C (-30°F to 165°F)
Ambient Temperature Limits (Storage):	- 45°C to +85°C (-50°F to 185°F)
Humidity:	Up to 100% relative humidity (per MIL-E-5400T, paragraph 3.2.24.4)
Other:	Withstands exposure to sand, dust, fungus, and salt atmosphere per MIL-E-5400T, paragraph 3.2.24.7, 3.2.24.8, and 3.2.24.9.
Shock:	Up to 5G's, 11ms, in any axis under non-operating conditions, MIL-E-5400T, para 3.2.24.6
Vibration:	Sine vibration from 5 to 60 Hz with 0.082 inch total excursion without damage. Random vibration from 60 to 1000 Hz, 5 G's RMS ($0.027g^2$/Hz) without damage

MECHANICAL SPECIFICATIONS

Weight:	Not to exceed 13 lbs.
Dimensions:	13" (h) x 11" (w)

MOUNTING CONFIGURATIONS

The dome camera includes three possible mounting configurations, a wall mount, pole mount, or pendant mount version.

Surface Systems, Inc. 11612 Lilburn Park Road St. Louis, MO 63146
A Quixote Company Phone: (314) 569-1002 Fax(314) 569-3567

APPENDIX C

LEASE AGREEMENT WIRELESS-TELECOMMUNICATIONS FACILITIES

This Official Form Must *Not* Be Altered.

All Modifications Must Be Made By Separate Rider.

LEASE AGREEMENT
WIRELESS-TELECOMMUNICATIONS FACILITIES

DATED _____, 2006

by and between

THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH ITS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

AS LANDLORD

and

_____

AS TENANT

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This Official Form Must *Not* Be Altered.

All Modifications Must Be Made By Separate Rider.

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

LEASE AGREEMENT
WIRELESS-TELECOMMUNICATIONS FACILITIES

The Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance ("***Landlord***"), having its offices at One Ashburton Place, 15th Floor, Boston, Massachusetts 02108-1511, Attention: Office of the General Counsel, and_____ ("***Tenant***"), with an address provided herein, enter into this lease agreement dated _____, 2006 (this "***Lease***"). ***Landlord*** and ***Tenant*** are collectively referred to in this ***Lease*** as the "***Parties***."

PREAMBLE

The Asset Management Board of the Commonwealth of Massachusetts (the "***AMB***") has authorized the Division of Capital Asset Management and Maintenance ("***DCAM***") to lease certain parcels of state-owned property situated in various locations statewide and under the care, custody, and control of the ***Massachusetts Highway Department*** (the ***"MHD")***, to ***Wireless-Telecommunications Service Providers*** and ***Facilities Management Companies*** for the purpose of installing, operating, and maintaining ***Towers*** or ***Support Structures***, ***Antenna Facilities***, and related equipment. The ***Premises*** under this ***Lease*** are one of said certain parcels. The ***Premises*** comprise a portion of a larger abutting parcel of state-owned property (the "***Property of which the Premises are a part***"). The ***Property of which the Premises are a part*** is more particularly described in ***Exhibit A-1*** of this ***Lease***, and the ***Premises*** are more particularly described in ***Exhibit A-2*** and ***Exhibit A-3*** of this ***Lease***.

Tenant desires to lease the ***Premises*** for the purposes of:

(i) installing, operating, and maintaining a ***Wireless-Telecommunications Facilities Tower*** or ***Support Structure*** and ***Antenna Facilities***, related equipment, cables, and all other appurtenances necessary for the operation thereof together with associated transmission lines and mounting apparatus;

(ii) placing, maintaining, and operating an equipment shelter or cabinets for the housing of communications equipment in conjunction with the telecommunications antennas and related equipment; and

(iii) obtaining a right of pedestrian and vehicular access to the ***Premises*** and access for utilities.

In consideration of the mutual covenants and promises contained in this ***Lease***, ***Landlord*** and ***Tenant*** agree as follows:

1. DEFINITIONS

The following terms-of-art, whenever capitalized, in bold-italics, and used in this ***Lease***, have the following meanings:

"***AMB***" has the meaning set forth in the Preamble.

"Antenna Facilities" means improvements, personal property, and facilities necessary to operate Wireless-Telecommunications Facilities, including, without limitation, radio transmitting and receiving antenna, microwave dishes, equipment shelters and/or cabinets, related cables and utility lines, and a location-based system, as such location-based system may be required by any county, state, or federal agency/department, including without limitation, additional antenna(s), coaxial cable, base units, and other associated equipment.

"Bond" or ***"Other Financial Surety"*** means a financial guarantee acceptable to the ***MHD*** in an amount sufficient to cover the cost of demolishing and/or removing the ***Facilities*** if the ***Facilities*** becomes functionally obsolete, has expired its effective life, or is deemed it to have been abandoned or vacant for more than one year.

"***Business Day***" means any day except a Saturday, a Sunday, and a day on which the main reception desk of ***Landlord*** on the 15th Floor of One Ashburton Place in Boston, Massachusetts (or wherever said reception desk may be relocated during the ***Term***) is not open to the public because of an official holiday, any other reason, or no reason.

"Co-location" means locating two or more ***Wireless-Telecommunications Service Provider Antenna Facilities*** or related equipment on the same ***Tower*** or ***Support Structure***.

"Co-locator" means an individual, corporation, government agency, or entity such as a ***Wireless-Telecommunications Service Provider*** leasing or licensing space on a ***Tower*** or ***Support Structure*** owned by ***Tenant***. The ***Co-locator*** is subject to rent and other provisions set forth by the ***Sublease Agreement*** or the license agreement. ***Co-locator*** is synonymous with ***Subtenant*** and licensee.

"***DCAM***" has the meaning set forth in the Preamble.

"***Expiration Date***" has the meaning set forth in § 4.1.

"***Event of Default***" and "***Events of Default***" have the meanings set forth in § 14.1.

"***Facilities Management Company***" means a person or entity that constructs, manages, and operates a ***Support Structure*** or a ***Tower*** and has procured letters of intent from at least two FCC-licensed ***Wireless-Telecommunications Service Providers*** with respect to the ***Premises***.

"***FHWA***" means the Federal Highway Administration, an agency of the government of the United States of America.

"***Governmental Approvals***" has the meaning set forth in § 7.1.

"***Governmental Authority***" means the United States of America, the Commonwealth of Massachusetts, the City of Boston, the County of Suffolk and any political subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them.

"***Hazardous Materials***" means those substances defined or classified as a "hazardous substance", "toxic substance", "hazardous material", "hazardous waste", "hazardous pollutant" or "toxic pollutant", or otherwise denominated as hazardous, toxic or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended ("***CERCLA***"); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended ("***RCRA***"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("***Chapter 21C***"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("***Chapter 21E***"); (E) any other federal, state or local law or ordinance addressing the protection of human health, safety, welfare or the environment, as amended ("***Other Environmental Laws***"); or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or Other Environmental Laws, as amended.

"***Improvements***" has the meaning set forth in § 6.1.

"***Landlord***" has the meaning set forth in the paragraph that immediately precedes the Preamble.

"***Lease***" means a written document in which the rights to use and occupy the land (the "***Premises***") are transferred by ***Landlord*** to another for a specified period of time in return for a specified ***Rent***.

"***Lease Commencement Date***" has the meaning set forth in § 4.1.

"Market Rent" means the rental income that a property would most probably command in an open market.

"Massachusetts Highway Department" or ***"MHD"*** means the Massachusetts state agency that has the care, custody, and control of certain lands deemed for highway purposes of which the ***Premises*** are a part.

"***Original Uses***" has the meaning set forth in ***Exhibit C-1***.

"***Parties***" has the meaning set forth in the paragraph that immediately precedes the Preamble.

"Percentage Rent" means ***Rent*** billed by ***Landlord*** to ***Tenant*** in accordance with the provisions of the ***Co-locator's Sublease Agreement*** or license agreement with ***Tenant*** to co-locate on the ***Wireless-Telecommunications Facilities*** and in accordance with provisions set forth in § 5.4 and described in ***Exhibit B-2*** of this ***Lease***.

"***Permitted Uses***" has the meaning set forth in § 6.1.

"***Premises***" has the meaning set forth in the Preamble and in § 2.1.

"***Property of which the Premises are a part***" has the meaning set forth in the Preamble.

"***Renewal Term***" has the meaning set forth in § 4.2.

"***Rent***" has the meaning set forth in § 5.

"***Rent Commencement Date***" has the meaning set forth in § 5.2.

"***Site Manager***" has the meaning set forth in § 11.

"Sublease Agreement" means an agreement by which ***Tenant*** conveys the right of use and occupancy of ***Tenant's Tower*** or ***Support Structure*** to another, the ***Subtenant***. For the purposes of this ***Lease***, "***Sublease Agreement***" includes a license agreement by which ***Tenant*** grants a privilege of use and occupancy of ***Tenant's Tower*** or ***Support Structure*** to another, the licensee.

"Subtenant" means an individual or entity that enjoys the benefits, rights, and obligations of a ***Sublease Agreement*** or a license agreement. For the purposes of this ***Lease***, "***Subtenant***" and licensee (an individual or entity that enjoys the benefits, privileges, and obligations of a license) are synonymous, and both ***Subtenant*** and licensee are synonymous with ***Co-locator***.

"Support Structure" means a freestanding structure or framework that is self-supporting, fixed to the ground, and designed to support wireless-telecommunications transmissions, receiving and/or relaying antennas, and/or equipment. For the purposes of this ***Lease***, "***Support Structure***" is synonymous with "***Tower***." "***Support Structures***" may include stealth technology, such as flagpoles, light poles, and Intelligent Transportation System (ITS) poles, designed to accommodate ***Antenna Facilities***.

"Tenant" means the individual or entity occupying and using the Premises.

"***Term***" has the meaning set forth in § 4.1.

"Tower" means a freestanding structure or framework, or monopole, that is self-supporting, fixed to the ground, and designed to support wireless-telecommunications transmissions, receiving and/or relaying antennas, and/or equipment.

"Wireless-Telecommunications Facilities" or ***"Facilities"*** means all wireless-telecommunications equipment, buildings, and ***Support Structures***, including but not limited to ***Towers***, with which a wireless-telecommunications service carrier transmits and receives the radio-frequency waves that carry their services, and all locations of said equipment. The ***Facilities*** must comply with the ***FHWA*** Utility Accommodation Policy, as determined by both the ***MHD*** and the ***FHWA***.

"Wireless-Telecommunications Service Provider" or ***"Service Provider"*** means an individual or entity that provides wireless-telecommunications service to customers, e.g., cellular and personal-communication service providers, radio common carriers, and paging companies.

2. LEASE OF PREMISES

2.1 ***Landlord*** leases the ***Premises*** to ***Tenant***, consisting of an area in which to construct a ***Wireless-Telecommunications Facilities*** including the associated equipment necessary to operate the ***Facilities***, all as shown in ***Exhibit A-1*** and in ***Exhibit A-2*** (collectively, the "***Premises***"). Subject to the provisions of §§ 5.4 and 17, ***Tenant*** is permitted to sublease or to license space on ***Tenant***'s ***Tower*** or ***Support Structure*** to ***Service Providers*** as ***Co-locators.***

2.2 In addition to being subject to the other provisions of this ***Lease***, the leasing of the ***Premises*** is subject to (a) any facts that an accurate survey or personal inspection of the ***Premises*** would show, (b) the condition and state of repair of the ***Premises*** as of the ***Lease Commencement Date***, (c) easements, covenants, and restrictions of record affecting the ***Premises***, if any, and (d) present and future laws, regulations, and orders of all ***Governmental Authority*** having jurisdiction over the ***Premises*** or the use or improvement of the ***Premises*** during the ***Term***.

2.3 ***Tenant*** must include, in ***Tenant***'s development costs for the ***Wireless-Telecommunications Facilities***, an amount not to exceed $5,000.00 for the purchase by ***Tenant***, in accordance with specifications provided to ***Tenant*** by the ***MHD***, of Intelligent Transportation System ("***ITS***") equipment to be installed by the ***MHD*** or (in accordance with specifications provided to ***Tenant*** by the ***MHD***) by ***Tenant*** (as determined by the ***MHD*** in the sole discretion of the ***MHD***) on the ***Support Structure*** in order to enhance safety and security for highway travelers and ***MHD***'s transportation infrastructure. Said ***ITS*** equipment is for the exclusive use, control, and ownership of the ***MHD***, and the space occupied by the ***ITS*** equipment is expressly excluded from the ***Premises***. ***Landlord*** reserves a right of access of ***Landlord*** and the ***MHD*** to the space occupied by the ***ITS*** equipment. The maintenance, repair, and replacement of the ***ITS*** equipment is the responsibility and is at the expense of ***MHD*** unless necessitated or occasioned by an act or omission of ***Tenant***, in which case ***Tenant*** must reimburse ***MHD*** for the reasonable expense thereof within 30 days after ***Tenant***'s receipt of ***MHD***'s invoice therefor.

2.4 ***Tenant*** represents that ***Tenant*** has been given an opportunity to conduct an independent examination of the ***Premises***, and to conduct such feasibility tests as ***Tenant***, in ***It's*** sole discretion, deemed necessary or advisable, and has determined that the ***Premises*** are suitable for the ***Permitted Uses*** and operations under this ***Lease***. ***Landlord*** makes no warranty or representation, express or implied, as to the condition of the ***Premises***, or their suitability for the uses permitted under this ***Lease***. ***Tenant*** understands and agrees that except as expressly provided in this ***Lease***, ***Tenant*** leases the ***Premises*** as-is.

3. ACCESS TO PREMISES

3.1 ***Tenant*** has 24-hours-a-day, seven-days-a-week vehicular, pedestrian, and utility access to the ***Premises*** for ***Tenant*** and ***Tenant's*** agents, provided that such access is only *via* the route(s) designated in ***Exhibit A-1*** and ***Tenant*** complies with any specific site-access restrictions imposed by the ***MHD*** as described in ***Exhibit A-1***. ***Tenant*** agrees to comply with any security/access-notification requirements as ***Landlord*** or ***Landlord's*** designee reasonably imposes from time to time. ***Tenant*** has no right under this ***Lease*** to access any other portions of the ***Property of which the Premises are a part***.

4. TERM

4.1 The duration of this ***Lease*** is ten years (the "***Term***"), beginning at 12:01 AM on the date that appears immediately before the Preamble of this ***Lease*** (the "***Lease Commencement Date***"), and ending at 11:59 PM on the date that immediately precedes the tenth anniversary of the ***Lease Commencement Date*** (the "***Expiration Date***"), unless this ***Lease*** is terminated sooner as provided in §§ 14 and 15.

4.2 ***Tenant*** has the right to extend this ***Lease*** for two additional and successive five-years' terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This ***Lease*** automatically renews for each successive ***Renewal Term*** unless ***Tenant*** notifies ***Landlord***, in writing, of ***Tenant's*** intention not to renew this ***Lease*** at least 90 days before the expiration of the ***Term*** or any ***Renewal Term***.

4.3 If ***Tenant*** remains in possession of the ***Premises*** at the expiration of the ***Term*** or the final ***Renewal Term*** without a written agreement, such tenancy is a month-to-month tenancy-at-will with a monthly rental equal to 125% of one-twelfth of the annual ***Rent*** most recently provided by ***Exhibit B-1*** of this ***Lease***.

4.4 Subject to § 18, ***Tenant*** has the right to enter into ***Sublease Agreements*** and license agreements with ***Service Providers*** as ***Co-locators*** on ***Tenant's Facilities***. No ***Sublease Agreement*** or license agreement may have a term or duration that exceeds or violates the provisions of this ***Lease***.

5. RENT

5.1 ***Tenant*** must pay ***Rent*** for the ***Premises***, annually, in advance and in accordance with ***Exhibit B-1***. The ***Rent*** increases in accordance with (a) ***Exhibit B-1*** and ***Exhibit B-2***, (b) § 6.3, (c) any other applicable provision of this ***Lease***, and (d) any modification of this ***Lease***. Until written notice to the contrary from ***Landlord*** to ***Tenant***, ***Tenant*** must pay all ***Rent*** to the order of "The Commonwealth of Massachusetts" directly to ***DCAM*** at the following address:

Project Manager, Wireless-Telecommunications-Facilities Leases
Office of Real Estate Management
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108-1518

5.2 ***Rent*** for lease-year 1 must be paid-in-full (a) six months after the ***Lease Commencement Date;*** an extension period of an additional six months may be granted if deemed necessary to secure the building permit(s), provided ***Tenant*** pays an additional lease-retention fee of $1,000; or (b) the date on which the appropriate ***Governmental Authority*** issues a building permit to ***Tenant*** with respect to the ***Improvements*** to be constructed and installed on the ***Premises*** in accordance with §§ 6.1, 6.2, and 6.3 of this ***Lease***. The date on which ***Rent*** is first due is the "***Rent Commencement Date***."

5.2.1 Upon ***Tenant***'s execution of this ***Lease***, ***Tenant*** must pay a $1,000 deposit. The deposit is applied to the annual ***Rent*** for lease-year 2 of this ***Lease***.

5.2.2 The first ***Rent*** payment is payable within 30 days after the ***Rent Commencement Date***. ***Rent*** for lease-year 1 is prorated from and including the ***Rent***

Commencement Date, and continuing through and including the last day of lease-year 1.

5.2.3 ***Rent*** for lease-years 2 through 10 of the ***Term*** is payable, in full (subject to § 5.2.1 of this ***Lease***), on or before each anniversary of the ***Rent Commencement Date***.

5.3 ***Tenant*** must give written notice confirming the date on which said building permit is issued to ***Tenant***, which notice must include a copy of such building permit.

5.4 Subject to the provisions of § 18, ***Tenant*** is permitted to sublease or to license space on ***Tenant's Wireless-Telecommunications Facilities*** on the ***Premises*** to ***Wireless-Telecommunications Service Providers*** as ***Co-locators***. For each lease-year or partial lease-year under this ***Lease*** that each ***Sublease Agreement*** and each such license agreement is in effect, the annual ***Rent*** set forth on ***Exhibit B-1*** must be increased by that amount that reflects a payment of _____% of the rent billed under the ***Sublease Agreement*** or the license fees billed under the license agreement as set forth in ***Exhibit B-2***. If the rent or the license fees billed by ***Tenant*** to the ***Co-locator*** is below ***Market Rent***, then ***Landlord*** has the right to receive from ***Tenant*** ___% of the ***Market Rent*** for said occupancy of the ***Facilities*** by each ***Co-locator***. Such revenue is due annually for each ***Co-locator***, with the first annual ***Rent*** increase being payable, in full, in accordance with § 18.1. After the first payment of each annual ***Rent*** increase, each ***Rent*** increase is payable, in full, on or before each anniversary of the ***Rent Commencement Date***, concurrently with ***Rent*** that is payable in accordance with § 5.2.3.

5.5 If ***Tenant*** fails to pay, when due, any sum of money due to ***Landlord*** under this ***Lease***, whether such sum be an installment of ***Rent*** or any other payment or reimbursement due ***Landlord*** under this ***Lease***, a 5% late fee is payable in addition to the principal sum due.

6. PERMITTED USES; IMPROVEMENTS; HAZARDOUS MATERIALS; MBE/WBE PARTICIPATION

6.1 Subject to the requirements of all ***Governmental Approvals***, applicable laws, and the other provisions of this ***Lease***, ***Tenant*** has the right, at ***Tenant***'s sole cost, expense, and risk, to construct, install, maintain, replace (subject to § 6.3), and operate, on the ***Premises***, the ***Improvements*** that are more particularly shown and described in ***Exhibits A-2, C-1,*** and ***C-2***.

6.2 The construction, installation, repair, and maintenance of the ***Improvements*** must be performed by competent contractors possessing all necessary licenses and at ***Tenant's*** sole expense, all in accordance with the provisions of this ***Lease***. Before ***Tenant*** begins to operate ***Tenant***'s antennas, ***Tenant***, at ***Tenant***'s sole expense, must furnish ***Landlord*** with a certification from ***Tenant's*** licensed design engineer confirming that each of the ***Improvements***, as installed, conforms in all respects to ***Exhibits A-2, C-1,*** and ***C-2***, that the installation is correct and appropriate, that adequate and sufficient conduits are available for ***Tenant***'s future installations, and that the electrical capacity at the ***Premises*** and at the ***Property of which the Premises are a part*** has not been compromised.

6.3 ***Tenant*** must not at any time construct, move, modify, or install any improvements on the ***Premises*** that are materially different from or in addition to the ***Improvements*** shown and described in ***Exhibits A-2, C-1, C-2*** and ***F***, without the prior written approval of ***Landlord***, which approval by ***Landlord*** must not be unreasonably withheld, delayed or conditioned. As a condition of such approval, ***Landlord*** has the right to require the payment of additional ***Rent*** by

Tenant in an amount not less than the ***Market Rent***. ***Tenant*** must not, without ***Landlord's*** prior consent, alter, replace, expand, and/or upgrade ***Antenna Facilities*** at any time.

6.4 ***Tenant*** covenants and agrees, for ***Tenant*** and ***Tenant***'s employees, contractors, agents, and invitees, not to store, release, or dispose of any ***Hazardous Materials*** at, on, or under the ***Premises***, or transport any ***Hazardous Materials*** to or from the ***Premises***, provided, however, that ***Tenant*** may bring upon the ***Premises*** and use, in accordance with their safety labeling, all applicable laws, and the highest standards in the industry for the storage, use, and disposal of such ***Hazardous Materials***, those ***Hazardous Materials*** that are reasonably necessary for ***Tenant*** to perform ***Tenant***'s obligations under this ***Lease*** and use the ***Premises*** for the purposes permitted by this ***Lease***. ***Tenant*** must promptly notify ***Landlord***, in writing, of all releases that are known to ***Tenant*** of ***Hazardous Materials*** on the ***Premises*** and on the property of which the ***Premises*** are a part, and of any orders or notices of any kind that are received by ***Tenant*** from any ***Governmental Authority*** relating to the presence or suspected presence of any ***Hazardous Materials*** on the ***Premises*** and on the ***Property of which the Premises are a part***. It is the responsibility of ***Tenant***, at ***Tenant***'s sole cost and expense, to ensure that any and all necessary action is taken to fully remediate any release of ***Hazardous Materials*** arising from the acts or omissions of ***Tenant***, ***Tenant***'s employees, contractors, agents, and invitees, and to obtain compliance with all orders and directives received from any ***Governmental Authority*** pertaining to the storage, use, transportation, or disposal of ***Hazardous Materials*** by such parties. If ***Tenant*** or any employee, contractor, agent, or invitee of ***Tenant*** releases or disposes, or causes the release or the disposal of, any ***Hazardous Materials*** at, on, or under the ***Premises*** and the ***Property of which the Premises are a part***, and provided ***Tenant*** fails to cure same in accordance with the provisions of §§ 13 and 14, then such failure is an ***Event of Default***. In addition, ***Landlord*** represents and warrants to ***Tenant*** that ***Landlord*** has no knowledge of any ***Hazardous Materials*** on the ***Premises***. ***Tenant*** has no responsibility
for the identification, investigation, monitoring, remediation, and cleanup of ***Hazardous Materials*** on the ***Premises*** as of the ***Lease Commencement Date*** unless the presence or release of the ***Hazardous Materials*** is caused by the activities of ***Tenant*** or of any employee, contractor, agent, or invitee of ***Tenant***.

6.5 ***Landlord*** encourages, to the greatest extent possible, the active and meaningful equity participation of Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs), as certified by the State Office of Minority and Women Business Assistance (SOMWBA). ***Landlord*** also encourages ***Tenant*** to use, to the greatest extent possible, MBEs and WBEs to provide services and materials.

6.6 At anytime during the ***Term***, each ***Renewal Term***, or any month-to-month period provided by § 4.3, ***Landlord*** has the right to require ***Tenant*** to provide (1) plans of improvements stamped by a registered professional engineer, (2) oversight of ***Tenant***'s installation and inspection of ***Tenant***'s conduits and equipment, and (3) consultation in the case of any building-related or energy-related questions with respect to ***Tenant***'s initial installation and any subsequent modification that is made pursuant to § 6.3 of this ***Lease***.

7. APPROVALS CONTINGENCY

7.1 It is understood and agreed that ***Tenant***'s ability to use the ***Premises*** is contingent upon ***Tenant*** obtaining, at ***Tenant***'s own expense, all of the certificates, permits and other approvals that may be required by any Federal, state and local authorities for ***Tenant*** to use the ***Premises*** for the purposes of this ***Lease*** ("***Governmental Approvals***").

7.2 ***Landlord*** must cooperate with ***Tenant***, at no expense to ***Landlord***, in ***Tenant***'s efforts to obtain such ***Governmental Approvals*** and must take no action which would adversely affect the status of the ***Premises*** with respect to the use proposed by ***Tenant*** unless ***Landlord*** reasonably determines that such action is necessary to protect the ***Premises*** or ***Landlord***'s ability to dispose of or develop the ***Property of which the Premises are a part***.

7.3 ***Tenant*** must notify ***Landlord*** of receipt of such ***Governmental Approvals*** and provide ***Landlord*** and the ***MHD*** each with a true copy of each within ten ***Business Day***s after receipt.

7.4 Throughout the ***Term***, and ***Renewal Term***, or any month-to-month period provided by § 4.3, ***Tenant*** must provide ***Landlord*** and the ***MHD each*** with a copy of all licenses and permits issued by the FCC with respect to ***Tenant***'s ***Permitted Uses*** and ***Improvements*** on the ***Premises***.

7.5 If ***Tenant*** is unable to obtain all necessary ***Governmental Approvals*** by the date that is 18 months after the ***Lease Commencement Date*** so that ***Tenant*** is unable to use the ***Premises*** for ***Tenant***'s intended purposes, ***Tenant*** or ***Landlord*** has the right to terminate this ***Lease*** upon 30 day written notice.

7.6 Before the issuance of a building permit for ***Wireless-Telecommunications Facilities***, ***Tenant*** must post and submit a ***Bond*** or *Other* ***Financial Surety*** acceptable to the ***MHD*** in an amount sufficient to cover the cost of demolishing and/or removing the ***Facilities*** if the ***Facilities*** becomes functionally obsolete, has expired its effective life, or is deemed to have been abandoned or vacant for more than one year. Said amount must be certified by an engineer, architect, or other qualified professional registered to practice in the Commonwealth of Massachusetts.

7.7 All fees paid to the resulting termination date are retained by ***Landlord***, but all fees allocable on a prorated basis to the period subsequent to the termination must be refunded to ***Tenant***.

7.8 Upon such termination, this ***Lease*** is null and void, and the ***Parties*** have no further obligations, including the payment of money to each other, except for ***Tenant***'s obligation to remove any ***Improvements*** and restore the ***Premises*** and the ***Property of which the Premises are a part***, as set forth in § 8.

8. REMOVAL OF IMPROVEMENTS; RESTORATION OF PREMISES AND THE PROPERTY OF WHICH THE PREMISES ARE A PART

8.1 The ***Antenna Facilities*** and all improvements, equipment, and personal property, including transmission lines and any equipment shelter or cabinet (but excluding utility infrastructure), that are brought onto the ***Premises*** by ***Tenant*** remain ***Tenant***'s property and, at ***Tenant***'s option, may be removed by ***Tenant*** at any time during the ***Term***, but no later than 90 days after the ***Expiration Date*** or after the date on which this ***Lease*** is otherwise terminated. If ***Tenant*** fails to remove all such improvements, equipment, and personal property from the ***Premises*** within 90 days of termination, ***Tenant*** agrees to pay in advance a monthly rent equal to 125% of one-twelfth of the annual ***Rent*** most recently provided by ***Exhibit B-1*** for every month until such equipment is removed. Notwithstanding the two immediately preceding sentences, the ***MHD*** has the right, to be exercised in the sole discretion of the ***MHD***, to acquire,

at the depreciated cost, the ***Antenna Facilities*** and all improvements, equipment, and personal property, including transmission lines and any equipment shelter or cabinet (but excluding utility infrastructure), in whole or in part, that are brought onto the ***Premises*** by ***Tenant***. If the MHD exercises such right as to some but not all of the ***Antenna Facilities*** and the improvements, equipment, and personal property, including transmission lines and any equipment shelter or cabinet (but excluding utility infrastructure), then the first two sentences of this § 8.1 are applicable to the part thereof that the MHD elects *not* to acquire.

8.2 Subject to the last two sentences of § 8.1, upon the ***Expiration Date*** or other termination of this ***Lease***, ***Tenant***, in addition to removing ***Tenant's Facilities*** and all other property of ***Tenant***, must perform all work necessary to restore the ***Premises*** and the ***Property of which the Premises are a part*** to their condition as of the ***Lease Commencement Date***, including, at ***Landlord***'s option, removal of utility lines, conduits, connections, and infrastructure installed by ***Tenant***, reasonable wear and tear, and damage from the elements, casualty, and eminent domain excepted.

9. UTILITIES; TAXES

9.1 ***Tenant*** is responsible for utilities allocable to the ***Premises***, for taxes allocable to the ***Premises*** because of the ***Improvements***, and for taxes levied upon the ***Improvements***.

9.1.1 ***Tenant***, at ***Tenant***'s sole cost and expense, must arrange for ***Tenant***'s own separately metered utilities from the local utility companies, including the installation of all necessary utility lines, and must pay for all electric, telephone, and other utilities consumed by ***Tenant***. ***Tenant*** agrees to install all utility lines underground, subject to the approval of the utility company. ***Landlord*** makes no representation or warranty as to the availability or sufficiency of any such utilities, and ***Landlord*** has no liability for any interruption or discontinuance of utility service. ***Landlord*** agrees to cooperate with ***Tenant*** in ***Tenant***'s efforts to obtain utilities from any location provided by ***Landlord*** including the signing of any license reasonably requested by the utility company.

9.1.2 ***Tenant*** must pay any personal-property tax, real-property tax, or any other tax or fee that is directly attributable to the presence or installation of ***Tenant's Antenna Facilities***, so long as this ***Lease*** remains in effect. If ***Landlord*** receives notice of any personal-property-tax assessment, real-property-tax assessment or any other tax or fee assessment that may affect ***Tenant*** and is directly attributable to the presence or installation of ***Tenant's Antenna Facilities***, ***Landlord*** must provide timely notice of the assessment to ***Tenant*** sufficient to allow ***Tenant*** to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue. If real-property taxes are assessed against ***Tenant*** for the ***Premises***, ***Tenant*** has the right, but not the obligation, to terminate this ***Lease*** without further liability after 30- days' written notice to ***Landlord***, provided ***Tenant*** must pay any real-property taxes as provided by this ***Lease***. In the event of such a termination, all prepaid annual ***Rent*** is not subject to repayment and is retained by ***Landlord***. All tax bills must be sent directly to ***Tenant***, and ***Tenant*** must pay the same on or before the due date stated on the tax bill, forwarding confirmation of said payment to ***Landlord.*** It is ***Tenant***'s responsibility to ensure that all tax bills are sent directly to ***Tenant***. Nothing in this provision limits or restricts ***Tenant's*** right to seek redress or file an appeal with the appropriate governmental agency relative to any tax levy, consistent with applicable regulatory provisions.

10. INSURANCE

10.1 During the ***Term***, any ***Renewal Term***, and any month-to-month tenancy, ***Tenant*** must provide the insurance coverage required by ***Exhibit D*** to this ***Lease***. The required insurance coverage must be applicable to the ***Property of which the Premises are a part***, as well as to the ***Premises***.

11. OBLIGATIONS OF TENANT REGARDING OPERATIONS

11.1 ***Landlord***, in consultation with ***MHD***, reserves the right to lease or license other portions of the ***Property of which the Premises are a part***, to ***Facilities Management Companies*** and ***Service Providers*** to ***Co-locate*** on the ***Facilities*** for the same general uses that are permitted by this ***Lease***, except that ***Landlord*** must not permit any ***Facilities Management Company*** or ***Service Provider*** to interfere with the use and quiet enjoyment by ***Tenant*** of ***Tenant***'s rights granted under this ***Lease***, and ***Landlord*** must include a provision in each such lease or license with a ***Facilities Management Company*** or a ***Service Provider***, substantially identical to the immediately following sentence, prohibiting such interference. If ***Landlord*** exercises such right, ***Tenant*** is prohibited from interfering with the ability of ***Landlord*** to enter into such leases and licenses and, subject to the provisions of § 12.3, with the use and quiet enjoyment by each ***Facilities Management Company*** and each ***Service Provider*** of ***Facilities Management Company's*** or ***Service Provider's*** rights granted under ***Facilities Management Company's*** or ***Service Provider's*** lease or license with ***Landlord***. Whether or not ***Landlord*** exercises such right, ***Tenant*** agrees to act as ***Site Manager*** and assume the following obligations, which are in addition to any other obligations of ***Tenant*** under this ***Lease***; provided, however, that notwithstanding anything to the contrary in §11, ***Tenant*** is not responsible or liable to ***Landlord***, or to those claiming by, through, or under ***Landlord***, and ***Landlord*** is not responsible or liable to ***Tenant***, or to those claiming by, through, or under ***Tenant***, for any loss or damage arising from any act, omission, or failure to act of any ***Service Provider*** leasing or licensing space on the ***Facilities***:

11.1.1 ***Tenant***, at ***Tenant's*** sole cost and expense, must install all utility lines and other utility infrastructure required to operate the ***Premises*** as ***Facilities*** for ***Tenant***, as contemplated by this ***Lease***.

11.1.2 ***Tenant*** must keep the ***Premises*** accessible to vehicular and pedestrian traffic by plowing and, when necessary, sanding ***Tenant***'s access route shown in ***Exhibit A-1*** for ***Tenant***'s use, and ***Tenant*** must coordinate and cooperate with each ***Facilities Management Company*** and ***Service Provider*** regarding the plowing and, when necessary, the sanding of access to leased or licensed portions of the ***Property of which the Premises are a part***. ***Tenant*** must be mindful in all instances and ways that the ***Premises*** are incorporated within a highway system under the jurisdiction of the ***MHD***.

11.1.3 ***Tenant*** must ensure that all antennas, transmission lines, and related equipment, including all equipment shelters or cabinets, that are located on the ***Premises*** and owned, rented, leased, licensed, or controlled by ***Tenant*** are maintained so as to keep them in good condition. The ***Antenna Facilities*** remain the exclusive property of ***Tenant*** and are not fixtures. ***Tenant*** has the right to remove the ***Antenna Facilities*** upon the expiration or termination of this ***Lease*** consistent with the provisions of this ***Lease***.

11.1.4 ***Tenant*** must promptly repair any damage to the ***Premises***, to the property of which the ***Premises*** are a part, and to any equipment, improvements, and property on the ***Premises*** and on the ***Property of which the Premises are a part*** that belong to any party other than ***Landlord*** and ***Tenant*** if such damage is caused by the installation or operation of the ***Improvements*** or by any act of ***Tenant***'s employees, contractors, agents, or invitees. All leases and licenses with other ***Facilities Management Companies*** and other ***Service Providers*** must obligate each ***Facilities Management Company*** and each ***Service Provider*** to repair any damage caused by it on the same terms as set forth in the first sentence of this subparagraph.

11.1.5 Annually or upon written request of ***Landlord*** where time or changed conditions may have impacted the physical condition of the ***Premises***, ***Tenant*** must provide ***Landlord*** with a written report within 30 days on the condition or the ***Premises***. Without limiting the foregoing, ***Tenant*** must notify ***Landlord*** immediately upon learning of any damage and other condition that materially impairs the structural integrity of the ***Premises***, the ***Property of which the Premises are a part***, or both, or that threatens to interfere with the use of the ***Premises*** for the ***Permitted Uses***.

11.1.6 ***Tenant*** must advise and consult with ***Landlord*** regarding the placement of ***Antenna Facilities*** and equipment of additional ***Facilities Management Companies*** and additional ***Service Providers*** on the ***Premises*** during the ***Term***, any ***Renewal Term***, and any month-to-month tenancy.

11.1.7 ***Landlord*** agrees that all leases and licenses with other ***Facilities Management Companies*** and other ***Service Providers*** must obligate such ***Facilities Management Companies*** and such ***Service Providers*** to remove their property and restore their leased or licensed premises and the property of which their leased or licensed premises are a part on substantially as set forth in § 8, and it is the duty and obligation of such ***Facilities Management Companies*** and such ***Service Providers*** to remove their property and restore their leased or licensed premises and the property of which their leased or licensed premises are a part.

11.1.8 Nothing within this ***Lease*** limits or otherwise hinders in any way the authority and the ability of the ***MHD*** to install and/or license the installation of ITS, WiFi, or other such telecommunications technology, facilities, and equipment upon any portion of the ***Premises*** or ***Tenant's Facilities***, for exclusive use by the ***MHD***.

11.1.9 ***Tenant*** must allow the Massachusetts Department of State Police to co-locate ***Antenna Facilities*** on ***Tenant's Facilities*** when technically and structurally feasible. Neither the ***MHD*** nor the Massachusetts Department of State Police is ever required to pay rent or other compensation for the co-location of ***Antenna Facilities*** on ***Tenant's Facilities***.

11.2 Annually, at ***Tenant***'s expense and in compliance with Technology Bulletin 65 promulgated by the FCC Office of Engineering, ***Tenant*** must cause an independent, licensed consultant to perform a radio-frequency emissions test for the measurement of low-level ionized radiation on the ***Premises*** and the ***Property of which the Premises are a part***. ***Tenant*** must file the results of each test with ***Landlord*** within 30 days after the results become available to ***Tenant***.

11.3 ***Tenant*** must notify ***Landlord*** within five ***Business Day***s after ***Tenant*** learns that any investigation, by the FCC or by any other ***Governmental Authority***, pertaining to ***Permitted Uses***, any equipment, or Government Approvals, or to two or all of them, is underway or is anticipated, regardless of whether such investigation may result in a reprimand, a censure, or a warning, or a suspension or a revocation of any license or permit. In addition, ***Tenant*** must keep ***Landlord*** concurrently informed of all material developments in the investigation, as ***Tenant*** becomes aware of the same.

11.4 Annually, ***Tenant*** must submit a Wireless-Telecommunications–Facilities-Inventory Certification ***(Exhibit F)*** certified by ***Tenant*** .

12. NONINTERFERENCE; SPECIFIC INDEMNIFICATION

12.1 None of ***Tenant***'s activities may obstruct or interfere with any current use of the ***Property of which the Premises are a part***. ***Tenant*** further agrees that ***Tenant*** must not hereafter, during the ***Term***, modify or seek to modify ***Tenant***'s use of the ***Premises*** or ***Tenant***'s activities on the ***Premises*** in any way that obstructs or interferes with the use of the ***Property of which the Premises are a part*** by ***Landlord*** or by any other ***Facilities Management Company*** or any other ***Service Provider*** on such property at the time of such modification. Within 24 hours after receiving written notice *via* facsimile-telecopier transmission from ***Landlord*** that ***Tenant***'s activities are causing any such obstruction or interference, ***Tenant*** must take appropriate action to eliminate the obstruction or interference. If ***Tenant*** fails to take appropriate action, ***Landlord*** may take such action as is reasonably necessary to eliminate the obstruction or interference, including the termination of any of ***Tenant***'s particular activities, at ***Tenant***'s cost. The foregoing rights of ***Landlord*** are in addition to those set forth in § 13.

12.2 ***Tenant*** represents and warrants to ***Landlord*** that no such obstruction or interference with transmitting or receiving results to any current ***Facilities Management Company*** or any ***Service Provider*** with equipment on the ***Property of which the Premises are a part***. ***Tenant*** agrees to indemnify, hold harmless, and defend ***Landlord*** against any damages, including attorneys fees, arising out of such obstruction or interference with respect to uses that are in effect as of the ***Lease Commencement Date***, and against such damages arising out of ***Tenant***'s modification of ***Tenant***'s uses or activities with respect to uses in effect as of the date of modification, all under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G.L. c. 12, § 3.

12.3 ***Tenant*** further agrees that if ***Tenant***'s activities, either singly or in combination with the activities of other existing ***Facilities Management Companies*** and of other existing ***Service Providers***, violate any public health standard of ***Governmental Authority***, ***Tenant*** must immediately take appropriate action to remedy the violation, including, if other action fails to provide a remedy, shutting down ***Tenant***'s transmitting activities, except for intermittent testing. In the absence of immediate appropriate action by ***Tenant***, ***Landlord*** may take appropriate action on ***Landlord***'s own and at ***Tenant***'s cost, including the halting of any of ***Tenant***'s activities (except for intermittent testing), in order to remedy the violation. If ***Tenant***'s activities are terminated for any reason under § 12.3, ***Landlord*** and ***Tenant*** each has the option, upon five-days' prior written notice, to terminate this ***Lease***; however, in the case of such termination, the provisions of §§ 7, 8, 9, 10, 11, 12, 13, 14, and 15, and all other provisions of this ***Lease*** that are deemed appropriate by ***Landlord*** in ***Landlord***'s sole discretion survive the termination of this ***Lease***.

13. ASSUMPTION OF RISK; GENERAL INDEMNIFICATION; ENVIRONMENTAL INDEMNIFICATION

13.1 To the fullest extent permitted by law, ***Tenant*** agrees that ***Tenant*** uses the ***Premises*** at ***Tenant***'s risk, and ***Landlord*** is not liable to ***Tenant*** for any loss or damage to vehicles, equipment, or other personal property of ***Tenant*** that are brought upon the ***Property of which the Premises are a part***.

13.2 ***Tenant*** accepts complete liability for the acts, omissions, and negligence of ***Tenant*** and ***Tenant***'s officers, agents, contractors, employees, and invitees while present upon the ***Property of which the Premises are a part***, or while exercising any of ***Tenant***'s rights and obligations under this ***Lease***. ***Tenant*** must indemnify, defend with counsel reasonably acceptable to ***Landlord***, and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, and keep and save ***Landlord*** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including, but not limited to, attorneys fees, that are caused by, or arise out of, result from, or are incidental to, any act, failure to act, or negligence of ***Tenant***, ***Tenant***'s officers, employees, agents, contractors, and invitees, to the full extent allowed by the laws of the Commonwealth of Massachusetts and not beyond any extent that would render these provisions void or unenforceable. ***Tenant*** must give prompt notice to ***Landlord*** in the event of any injury or damage to persons or property occurring on or about the ***Premises***, and of any injury to persons or property, or claim made against ***Tenant***, or suit brought against ***Tenant*** arising out of ***Tenant***'s exercise of ***Tenant***'s rights under this ***Lease***, provided that the same is known to ***Tenant***.

13.3 In any and all claims against ***Landlord*** by ***Tenant***, ***Tenant***'s agents, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, ***Tenant***'s indemnification obligation under § 13 is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for ***Tenant*** or any agent under worker's compensation acts, disability benefits acts, or other employee benefit acts.

13.4 ***Tenant*** must indemnify, defend with counsel reasonably acceptable to ***Landlord*** and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, and keep and save ***Landlord*** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including but not limited to, attorneys fees, arising out of the use, release, disposal, or transportation of ***Hazardous Materials*** on, to, or from the ***Premises*** or the ***Property of which the Premises are a part*** by ***Tenant***, ***Tenant***'s employees, agents, contractors, and invitees. The indemnification provided by this paragraph covers, without limitation, all costs incurred in connection with any investigation of site conditions and any cleanup work, and any diminution in the value of the ***Premises***, the ***Property of which the Premises are a part***, or both. The foregoing environmental indemnity survives the ***Expiration Date*** or other termination of this ***Lease***.

14. DEFAULT BY TENANT; REMEDIES OF LANDLORD

14.1 The following are "***Events of Default***" by ***Tenant*** under this ***Lease***:

14.1.1 ***Tenant*** fails to pay, when due, any sum of money due to ***Landlord*** hereunder, whether such sum be an installment of ***Rent*** or any other payment or reimbursement due ***Landlord*** by the provisions of this ***Lease***, and such failure continues for a period of ten ***Business Day***s after written notice from ***Landlord***.

14.1.2 ***Tenant*** fails to perform fully any other agreement or obligation of ***Tenant*** under this ***Lease*** and does not cure such failure within 30 days after written notice from ***Landlord*** reasonably specifying such failure, or for those failures which cannot be cured within such thirty 30-days' period, if ***Tenant*** has failed to commence such cure within said 30-days' period and thereafter to diligently and continuously prosecute such cure to completion.

14.1.3. ***Tenant***'s FCC license expires, is revoked, or is suspended.

14.2 Upon the occurrence of an Event of Default by ***Tenant***, in addition to any other remedies available to ***Landlord*** at law or in equity, ***Landlord*** has the right to terminate this ***Lease*** upon not less than five-***Business-Day***s' notice to ***Tenant***. Upon such termination, this ***Lease*** comes to an end as fully and completely as if the termination date stated in such notice were the ***Expiration Date***, and ***Tenant*** must quit and surrender the ***Premises***, remove the ***Improvements***, and restore the ***Premises*** and the ***Property of which the Premises are a part***, all as provided herein, provided that such termination does not relieve ***Tenant*** of any liability for damages arising out of such ***Event of Default***.

14.3 Upon termination of this ***Lease*** by ***Landlord*** pursuant to § 14, ***Tenant*** must pay to ***Landlord*** the ***Rent*** payable by ***Tenant*** up to the effective date of such termination, and ***Tenant*** remains liable for any breach of ***Tenant***'s obligations under this ***Lease*** occurring before the date of termination. ***Tenant*** must also pay ***Landlord***, as damages, the reasonable costs of terminating this ***Lease*** and recovering the ***Premises***. In addition, ***Landlord*** may, at ***Landlord***'s option, have either of the following remedies in addition to all other rights and remedies provided at law or in equity, or elsewhere in this ***Lease***:

14.3.1 ***Landlord*** may recover as damages, in addition to any other sums or damages for which ***Tenant*** may be liable to ***Landlord***, a sum of money equal to the then present value of the ***Rent*** (as reasonably determined by ***Landlord***) that would, but for such termination, have become due under this ***Lease*** during the remainder of the ***Term***.

14.3.2 ***Landlord*** may recover as damages, in addition to any other sums or damages for which ***Tenant*** may be liable to ***Landlord***, the total of the ***Rent*** that would, but for such termination, have become due under this ***Lease*** during the remainder of the ***Term***, said damages to be paid by ***Tenant*** to ***Landlord*** in the same manner and at the same time as if this ***Lease*** had not been terminated.

14.4 ***Landlord*** agrees that if this ***Lease*** is terminated pursuant to § 14, ***Landlord*** must use reasonable efforts, subject to all public procurement requirements, to relet the ***Premises*** to another ***Facilities Management Company*** or to another ***Service Provider*** on substantially the same provisions and conditions as set forth in this ***Lease***, except for the ***Term***, provided that ***Landlord*** is not required to relet the ***Premises*** if ***Landlord*** determines that doing so would interfere with any plans of ***Landlord*** to dispose of or redevelop the ***Property of which the Premises are a part***. In calculating the damages due from ***Tenant***, ***Tenant*** must be credited with the amount of any rent received by ***Landlord*** from a reletting of the ***Premises*** after deducting all reasonable expenses incurred by ***Landlord*** in connection with such reletting.

15. SPECIAL TERMINATION RIGHTS OF LANDLORD AND TENANT; RELOCATION OF PREMISES AND IMPROVEMENTS

15.1 ***Landlord*** and ***Tenant*** acknowledge (i) that the ***Premises*** are located on and are a part of a highway system, and notwithstanding any other provision of this ***Lease***, ***Landlord*** may terminate this ***Lease*** upon not less than 180 days prior written notice to ***Tenant*** if ***Landlord*** determines, at ***Landlord's*** sole and absolute discretion, that the continuation of this ***Lease*** interferes with ***Landlord***'s plans for the disposition, the development, or the redevelopment of such property of which the ***Premises*** are a part or of any part thereof. If this ***Lease*** is terminated pursuant to §15.1, and if ***Tenant***, as of the giving of written notice of termination, has prepaid ***Rent*** for the lease-year in which the effective date of termination occurs, then ***Tenant*** must receive, within thirty days after the effective date of termination, a prorated refund of prepaid ***Rent*** for the period that begins on the day immediately after the effective date of termination and ends on the last day of the lease-year for which ***Rent*** has been prepaid. If this ***Lease*** is terminated pursuant to § 15.1, and if ***Tenant***, as of the giving of written notice of termination, has not prepaid ***Rent*** for the lease-year in which the effective date of termination occurs, then, on the ***Rent***-due date that immediately follows the giving of written notice of termination, ***Tenant*** must pay prorated ***Rent*** for the period that ends on the effective date of termination. ***Landlord*** agrees that ***Landlord*** must endeavor to keep ***Tenant*** apprised of ***Landlord***'s plans for the redevelopment of such property of which the ***Premises*** are a part, but no failure on the part of ***Landlord*** to provide ***Tenant*** with any such information limits or otherwise affects in any way the special termination rights of ***Landlord***.

15.2 ***Landlord*** and ***Tenant*** also acknowledge that (i) ***Landlord*** is not obligated by this ***Lease*** to make any repairs or improvements whatsoever to, and to perform any maintenance whatsoever upon, the improvements, any other portion of the ***Premises***, and the ***Property of which the Premises are a part***, and (ii) ***Tenant*** is not obligated by this ***Lease*** to make structural repairs to any roof, any penthouse, or any existing stack (or any portion thereof) in and upon which the ***Improvements*** are located (the "Structures") except to repair damage caused by ***Tenant*** or those acting under ***Tenant***. Accordingly, if any of the Structures is or are destroyed or suffers material structural damage from a natural disaster or any other cause other than an act or omission of ***Tenant***, or of ***Tenant***'s officers, agents, contractors, employees, or invitees so that any of the Structures is or are no longer suitable for the uses permitted by this ***Lease***, then ***Tenant*** may, at ***Tenant***'s option, (i) repair the damage at ***Tenant***'s sole cost and expense, provided that any such repair work is subject to the prior written approval of ***Landlord***, which approval may contain reasonable conditions for undertaking such work, or (ii) terminate this ***Lease*** upon not less than 15-days' prior written notice to ***Landlord***, provided that any claim by ***Landlord*** (or by any person or entity claiming under or through ***Landlord***) for personal injury, death, property loss, or property damage survives such termination.

15.3 Upon termination of this ***Lease*** by either ***Landlord*** or ***Tenant*** pursuant to §15, this ***Lease*** comes to an end as fully and completely as if the termination date stated in the notice of termination were the ***Expiration Date***, and ***Tenant*** must quit and surrender the ***Premises***, remove the ***Improvements***, and restore the ***Premises*** and the ***Property of which the Premises are a part***, all as provided by this ***Lease***.

15.4 Rather than terminate this ***Lease*** pursuant to §§ 15.1, 15.2, or 15.3, ***Landlord*** has the right, upon a 180-days' notice to ***Tenant***, to relocate the ***Premises*** to another portion of the ***Property of which the Premises are a part*** and to require ***Tenant*** to relocate all ***Improvements*** to the relocated ***Premises*** upon certification, within 30 days after such notice is given, by an independent registered professional engineer that the proposed relocations are

adequate and appropriate for ***Permitted Uses*** and ***Improvements***. Upon receipt of such notice from ***Landlord***, ***Tenant***, at ***Tenant***'s sole expense, must engage the services of an independent registered professional engineer forthwith so that said engineer can timely provide such certification. Said independent registered professional engineer is subject to the prior written approval of ***Landlord***, which approval must not be unreasonably withheld, delayed, or conditioned. If the independent registered professional engineer certifies that the proposed relocations are inadequate and inappropriate for ***Permitted Uses*** and ***Improvements***, ***Tenant*** must not be required to relocate, and §§ 15.1, 15.2, and 15.3 are applicable unless ***Landlord*** determines in accordance with the next sentence that the ***Premises*** and ***Improvements*** must not be relocated. Within 30 days after certification of inadequacy and inappropriateness, ***Landlord*** either (a) must notify ***Tenant*** that the locations of the ***Premises*** and ***Improvements*** are not to be relocated or (b) must proceed to terminate this ***Lease*** in accordance with § 15. ***Tenant*** agrees that in addition to the costs of the services of an independent registered professional engineer pursuant to § 15.3, ***Tenant*** must solely bear the costs of and responsibility for any relocation of ***Improvements***. ***Tenant*** further covenants, agrees and understands that the use of the ***Premises*** provides no relocation entitlements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as such may be amended.

16. ASSIGNMENT

16.1 ***Tenant*** must not assign, mortgage, pledge, encumber, or in any manner transfer this ***Lease*** or any part of this ***Lease***, or the interest of ***Tenant*** in any ***Sublease Agreement*** or license agreement or the rental or other revenue under any such ***Sublease Agreement*** or license agreement, without the timely prior written notification of ***Landlord*** in each instance. If ***Tenant*** proposes to assign, mortgage, pledge, encumber, or in any manner tranfer this ***Lease*** or any part of this ***Lease***, or the interest of ***Tenant*** in any ***Sublease Agreement*** or license agreement, or the rental or other revenue under any such ***Sublease Agreement*** or license agreement, ***Landlord*** has 60 days following Landlord's written receipt of such written notice to approve, conditionally or unconditionally, or to reject such proposed assignment, mortgage, pledge, encumbrance, or transfer. If ***Landlord*** grants approval of the assignment, mortgage, pledge, encumbrance, or transfer, ***Tenant*** nevertheless remains fully obligated and liable under every provision of this ***Lease***. If ***Landlord*** does not respond to such written notice within 60 days of ***Landlord's*** written receipt thereof, such approval is deemed to be denied and the proposal rejected.

16.2 If this ***Lease*** is assigned, whether or not in violation of the provisions of this ***Lease***, ***Landlord*** is entitled to collect rent from the assignee. In such event, ***Landlord*** may apply the net amount received by ***Landlord*** to the ***Rent***, but no such collection is a waiver of the covenant against assignment, transfer, or mortgage of the ***Premises***, or an acceptance of the assignee or ***Subtenant*** as a ***Tenant*** under this ***Lease***, or a release of ***Tenant*** from further performance of the covenants on the part of ***Tenant***.

16.3 Assignment of this ***Lease*** without the timely notification of ***Landlord*** and the making of any mortgage, pledge, encumbrance, or transfer, in part or in whole, never operates to relieve ***Tenant*** from its obligations under this ***Lease*** and, notwithstanding any such assignment, mortgage, pledge, encumbrance, or transfer, ***Tenant*** remains liable for the payment of all ***Rent*** and for the performance of all covenants and agreements of this ***Lease*** to the full end of the ***Term***, of the final ***Renewal Term***, and of any month-to-month tenancy, whether or not there is any prior termination of this ***Lease*** by summary process or otherwise.

16.4 Any assignee, whether as assignee or successor–in-interest of any assignee of the party first named in this ***Lease*** as ***Tenant***, or as assignee of the holder of any mortgage, or as successor-in-interest of any assignee, including any purchaser of this ***Lease*** under foreclosure of any permitted mortgage, immediately becomes and remains liable for the payment of the ***Rent*** and for the full performance of all covenants and agreements of this ***Lease*** on ***Tenant's*** part to be performed to the end of the ***Term***, of the final ***Renewal Term***, and of any month-to-month tenancy. No transfer to such assignee or to such purchaser is binding upon ***Landlord*** unless such assignee or purchaser delivers to ***Landlord*** a recordable instrument that contains a covenant of assumption by said assignee or purchaser to such effect. Nothing in this ***Lease*** constitutes or acts as a waiver on the part of ***Landlord*** of any of ***Landlord***'s rights, including but not limited to the right to terminate this ***Lease*** in the event of a default on the part of ***Tenant*** beyond the applicable notice and cure periods, as provided under §14.

16.5 Any consent by ***Landlord*** contained in this ***Lease*** or subsequently given to any act of assignment, mortgage, pledge, encumbrance, or transfer applies only to the specific action expressly approved by ***Landlord***.

17. CO-LOCATION OF WIRELESS-TELECOMMUNICATIONS FACILITIES

17.1 All new ***Wireless-Telecommunications Facilities*** or ***Support Structures***, such as ***Towers***, must be designed, to the maximum extent practicable and technologically feasible, for co-location of ***Antenna Facilities*** and other necessary facilities for ***Service Providers***.

18. SUBLEASES AND LICENSES

18.1 ***Tenant*** may sublease or license space to ***Service Providers*** to co-locate on ***Tenant's Wireless-Telecommunications Facilities*** for the same general uses as are permitted by this ***Lease***, provided that the ***Rent*** increases in accordance with § 5.4 and ***Exhibit B-2*** with the addition of each ***Co-locator***; provided further that each ***Co-locator*** is required to provide its own ***Antenna Facilities*** and equipment shelter or cabinet; provided further that each ***Sublease Agreement*** and each license agreement is subject to the prior written, approval of ***Landlord***; provided further that a counterpart of each such ***Sublease Agreement*** and of each such license agreement must be provided by ***Tenant*** each to ***Landlord*** and to the ***MHD*** within ten ***Business Days*** after the execution and delivery thereof; and provided further that each such ***Rent*** increase must be paid simultaneously by ***Tenant*** to ***Landlord*** upon such provision of a counterpart.

18.2 Regarding each ***Sublease Agreement*** and each license agreement, ***Tenant*** agrees to act as ***Site Manager*** and agrees that the obligations of ***Site Manager*** that are delineated in § 11.1 are applicable to § 18.1, provided that ***Tenant*** is responsible and liable to ***Landlord***, and to those claiming by, through, and under ***Landlord***, for any loss, damage, or both arising from each act, omission, and failure to act of each other ***Service Provider*** subleasing or licensing space on ***Tenant's Facilities***.

19. NOTICES

19.1 Unless otherwise expressly permitted under this ***Lease***, all notices given under this ***Lease*** must be (i) in writing, (ii) signed by a duly authorized representative of the party giving notice, and (iii) given by hand-delivery (including, without limitation, courier, Federal Express, or other overnight-delivery service), or mailed by United States certified mail, return receipt requested. All fees required for the delivery of any notice must be prepaid by the party giving

such notice. Notices must be sent and addressed to ***Landlord*** and ***Tenant*** at the following respective addresses:

If to ***Landlord***:

Office of the General Counsel
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

If this ***Lease*** permits a notice to be given by facsimile-telecopier transmission, such notice must be sent to 617-727-8082.

With a copy to:

Massachusetts Highway Department
Right of Way Bureau
Room 6160
Ten Park Plaza
Boston, MA 02116-3933

If this ***Lease*** permits a notice to be given by facsimile-telecopier transmission, such notice copy must be sent to 617-973-8036.

If to ***Tenant***:

_____

_____

_____

If this ***Lease*** permits a notice to be given by facsimile-telecopier transmission, such notice must be sent to

_____

With a copy to:

_____

_____

_____

_____

19.2 ***Landlord*** and ***Tenant*** may, by notice given hereunder, at any time designate a different address and number for facsimile-telecopier transmissions to which notices are sent. Notices sent as aforesaid are deemed given for all purposes (a) on the date shown on the receipt for delivery, or (b) on the date of refusal to accept delivery or on the date of failure to attain delivery, or (c) or on the date and at the time of the sending of a confirmed facsimile-telecopier transmission.

19.3 Whenever this Lease requires that a copy or a counterpart of any document be sent to ***Landlord***, to the ***MHD***, or to both of them, such copy or counterpart must be sent to the respective addresses set forth in § 19.1 as modified pursuant to the first sentence of § 19.2.

20. MISCELLANY

20.1 **Counterparts**. This ***Lease*** may be executed in one or more counterparts, each of which is an original.

20.2 **Authority of Signatories / Representations and Warranties**

20.2.1 ***Landlord*** warrants and represents to ***Tenant*** that the person(s) executing, on behalf of ***Landlord***, (i) this ***Lease***, (ii) any exhibit to this ***Lease***, (iii) any modification of this ***Lease***, and (iv) any document that is ancillary to or required by this ***Lease*** is (are) authorized to act in such capacity and to fully bind ***Landlord*** by doing so.

20.2.2 ***Tenant*** warrants and represents to ***Landlord*** that the person(s) executing, on behalf of ***Tenant***, (i) this ***Lease***, (ii) any exhibit to this ***Lease***, (iii) any modification of this ***Lease***, and (iv) any document that is ancillary to or required by this ***Lease*** is (are) authorized to act in such capacity and to fully bind ***Tenant*** by doing so.

20.3 **Estoppel**. At any time upon 30-days' prior written notice from the other, ***Landlord*** and ***Tenant*** must execute, acknowledge, and deliver to the other a statement in writing (i) confirming that this ***Lease*** is unmodified and in full force and effect (or if modified, stating the nature of such modification), (ii) stating the date to which ***Rent*** is paid, and (iii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed.

20.4 **Entire Agreement**. This ***Lease*** contains all of the agreements, promises, and understandings between ***Landlord*** and ***Tenant*** with respect to the subject matter covered by this ***Lease***, and there are no oral agreements, promises, or understandings, other than those set forth in this ***Lease***. Any modification of the provisions of this ***Lease*** is void and ineffective unless made in writing and signed by the ***Parties***.

20.5 **Annexed Exhibits and Other Documents**. Each exhibit other document that is annexed to this ***Lease*** is an integral part of this ***Lease***.

20.6 **Governing Law**. This ***Lease*** and the performance by ***Landlord*** and ***Tenant*** under this ***Lease*** are governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts. ***Landlord*** and ***Tenant*** agree that all complaints or litigation in connection with this ***Lease*** must be brought only in a federal or state court of competent jurisdiction within the Commonwealth of Massachusetts.

20.7 **Interpretation**. Unless otherwise specified, the following rules of construction and interpretation apply: (a) captions are for convenience only and in no way define or limit the construction of the provisions and conditions of this ***Lease***; and (b) use of the "including" means "including but not limited to."

20.8 **Successors**. This ***Lease*** inures to the benefit of and binds the heirs, personal representatives, successors, and approved assigns of the ***Parties***.

20.9 **Time of the Essence**. Time is of the essence to this ***Lease***.

20.10 **Recording**. Neither party is to record this ***Lease***. Upon the request of ***Tenant***, ***Landlord*** agrees to execute a notice of lease substantially in the form of ***Exhibit E***. Such notice of lease must be prepared at the sole cost and expense of ***Tenant***, ***Tenant*** may record such notice of lease at ***Tenant***'s sole cost and expense.

20.11 **Access to Records and Premises.** As required by G. L. c. 7B, ***Tenant*** must afford access by ***Landlord***, the ***MHD***, and ***AMB***, their accountants, attorneys, and agents, during normal business hours of ***Tenant***, to the ***Premises*** and the ***Improvements***, and to ***Tenant***'s books and records to inspect and make and take away copies of any and all of ***Tenant***'s records relative to the ***Improvements***, and ***Tenant*** must promptly deliver to ***Landlord***, the ***MHD***, and ***AMB*** such certificates and documents as ***Landlord***, the ***MHD***, and ***AMB*** may reasonably request. In furtherance of the foregoing and pursuant to 810 Code Mass. Regs. § 2.08, the failure of ***Tenant*** upon written request to reasonably provide ***Landlord***, the ***MHD***, and ***AMB*** material information necessary to permit ***AMB*** to fulfill ***AMB***'s monitoring obligations under G. L. c. 7B (and failure to cure the same within applicable cure periods) is a material breach of ***Tenant***'s obligations under this ***Lease*** and may constitute grounds for termination of this ***Lease***. The provisions of this § 20.11 survive the expiration or earlier termination of this ***Lease***.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and ***Tenant*** have executed multiple counterparts of this ***Lease***, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
David B. Perini, Commissioner

TENANT: _____

By: _____

Name _____

Title: _____

Approved, as to matters of form:

_____
R. Edward Buice, Deputy General Counsel
Division of Capital Asset Management and Maintenance

RIDER TO LEASE

DATE OF LEASE: _____, 2006

LANDLORD: The Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance

TENANT: _____

PREMISES: See ***Exhibit A*** to this ***Lease***.

MODIFY THIS *LEASE* AS FOLLOWS:

Note to Proposer: DO ***NOT*** INSERT CHANGES HERE.

Changes made here will be rejected.

Use ***"APPENDIX E"*** in the "Request for Proposals" ***ONLY.***

See: Commonwealth of Massachusetts - Request for Proposals Wireless Telecommunications Leasing Project" "Appendix E - To be completed by proposer - Proposed Rider to Lease"

The remainder of this page is intentionally left blank.

Landlord and ***Tenant*** have executed multiple counterparts of this Rider, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
David B. Perini, Commissioner

TENANT: _____

By: _____

Name and Title: _____

Approved, as to matters of form:

_____
R. Edward Buice, Deputy General Counsel
Division of Capital Asset Management and Maintenance

Exhibit A-1

PROPERTY OF WHICH THE PREMISES ARE A PART

Exhibit A-2

PREMISES SURVEY, LOCATION PLAN, AND ACCESS ROUTE

Exhibit A-3

PREMISES DEVELOPMENT PLAN

Exhibit B-1

TENANT RENT SCHEDULE

The ***Rent*** schedule for ***Tenant*** is $_____ payable to ***Landlord*** in advance, annually, on the anniversary of the ***Rent Commencement Date***. After lease-year one, ***Tenant's Rent*** payment is subject to an annual increase of _____%.

RENT		**plus**	**% Increase**	**equals**	***Total Annual Payment***
Lease-year 1	$_____	plus	$_____	=	$_____
Lease-year 2	$_____	plus	$_____	=	$_____
Lease-year 3	$_____	plus	$_____	=	$_____
Lease-year 4	$_____	plus	$_____	=	$_____
Lease-year 5	$_____	plus	$_____	=	$_____
Lease-year 6	$_____	plus	$_____	=	$_____
Lease-year 7	$_____	plus	$_____	=	$_____
Lease-year 8	$_____	plus	$_____	=	$_____
Lease-year 9	$_____	plus	$_____	=	$_____
Lease-year 10	$_____	plus	$_____	=	$_____

***Rent* increases for each *Sublease Agreement* and for each license agreement in accordance with §§ 5.4, 18.1, and as scheduled in *Exhibit B-2* of this *Lease*:**

§ 5.4 of this ***Lease*** provides as follows:

> 5.4 Subject to the provisions of § 18, ***Tenant*** is permitted to sublease or to license space on ***Tenant's Wireless-Telecommunications Facilities*** on the ***Premises*** to ***Wireless-Telecommunications Service Providers*** as ***Co-locators***. For each lease-year or partial lease-year under this ***Lease*** that each ***Sublease Agreement*** and each such license agreement is in effect, the annual ***Rent*** set forth on ***Exhibit B-1*** must be increased by that amount that reflects a payment of _____% of the rent billed under the ***Sublease Agreement*** or the license fees billed under the license agreement as set forth in ***Exhibit B-2***. If the rent or the license fees billed by ***Tenant*** to the ***Co-locator*** is below ***Market Rent***, then ***Landlord*** has the right to receive from ***Tenant*** ___% of the ***Market Rent*** for said occupancy of the ***Facilities*** by each ***Co-locator***. Such revenue is due annually for each ***Co-locator***, with the first annual ***Rent*** increase being payable, in full, in accordance with § 18.1. After the first payment of each annual ***Rent*** increase, each ***Rent*** increase is payable, in full, on or before each anniversary of the ***Rent Commencement Date***, concurrently with ***Rent*** that is payable in accordance with § 5.2.3.

§ 18.1 of this ***Lease*** provides as follows:

> 18.1 ***Tenant*** may sublease or license space to ***Service Providers*** to co-locate on ***Tenant's Wireless-Telecommunications Facilities*** for the same general uses as are permitted by this ***Lease***, provided that the ***Rent*** increases in accordance with § 5.4 and ***Exhibit B-2*** with the addition of each ***Co-locator***; provided further that each ***Co-locator*** is required to provide its own ***Antenna***

Facilities and equipment shelter or cabinet; provided further that each ***Sublease Agreement*** and each license agreement is subject to the prior written approval of ***Landlord***; provided further that a counterpart of each such ***Sublease Agreement*** and of each such license agreement must be provided by ***Tenant*** each to ***Landlord*** and to the ***MHD*** within ten ***Business Days*** after the execution and delivery thereof; and provided further that each such ***Rent*** increase must be paid simultaneously by ***Tenant*** to ***Landlord*** upon such provision of a counterpart.

Exhibit B-2

CO-LOCATOR RENT SCHEDULE

The ***Rent*** due to ***Landlord*** as determined from ***Tenant's Sublease Agreement*** or license agreement with a ***Co-locator***, is calculated as a percentage of the rent or the license fees ***(Percentage Rent)*** due annually to ***Tenant*** as described in the ***Co-locator's Sublease Agreement*** or license agreement with ***Tenant***, and in accordance with the provisions § 5.4 of this ***Lease***. The ***Percentage Rent*** of _____% of the ***Co-locator's*** annual rent or license fees is payable to ***Landlord*** in advance, annually, on the anniversary of the ***Rent Commencement Date*** of this ***Lease***. ***Percentage Rent*** for Lease-year 1 is prorated from and including the ***Rent Commencement Date*** of the ***Sublease Agreement*** or license agreement between ***Tenant*** and ***Subtenant*** or the licensee as ***Co-locator*** on ***Tenant's Facilities*** until the ***Rent Commencement Date*** of this ***Lease***.

Percentage Rent for each ***Co-locator*** on ***Tenant's Facilities*** due annually to ***Landlord*** is calculated as follows:

Co-Locator Rent or License Fees	**X**	**% of *Co-locator Rent or License Fees***	**equals**	***Total Annual Payment***
Lease-year 1 $	X	$	=	$
Lease-year 2 $	X	$	=	$
Lease-year 3 $	X	$	=	$
Lease-year 4 $	X	$	=	$
Lease-year 5 $	X	$	=	$
Lease-year 6 $	X	$	=	$
Lease-year 7 $	X	$	=	$
Lease-year 8 $	X	$	=	$
Lease-year 9 $	X	$	=	$
Lease-year 10 $	X	$	=	$

Exhibit C-1

IMPROVEMENTS

[THE FOLLOWING IS THE FINAL PARAGRAPH OF *Exhibit C-1*.]
Landlord reserves the right to modify any of these specifications if ***Landlord*** deems such modification necessary or desirable to protect or enhance the operation of the property.

Exhibit C-2

SCHEDULE OF EQUIPMENT AND USES

A complete itemization of equipment being brought to the ***Premises*** must be provided by ***Tenant*** and inserted in this ***Lease***, immediately following this page, before commencement of construction.

Exhibit D

INSURANCE REQUIREMENTS

Tenant must purchase and maintain such insurance as protects ***Tenant*** and ***Landlord*** from claims that may arise out of or result from ***Tenant***'s operations under this ***Lease***, whether such operations be by ***Tenant*** or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. ***Tenant*** must purchase and maintain during the ***Term***:

A. Insurance sufficient to discharge ***Tenant***'s obligations under all applicable workers' or workmen's compensation laws.

B. Employer liability insurance with a minimum limit per accident or disease of $100,000.

C. Statutory disability and other employee benefit insurance.

D. Commercial general liability insurance including a comprehensive broad form endorsement covering the full scope of ***Tenant***'s activities under this ***Lease*** with limits not less than $1,000,000 per occurrence and $1,000,000 in the aggregate for personal injury and death, and $1,000,000 per occurrence and in the aggregate for properly damage. Such insurance must include at least the following:

1. All products, ***Premises***-operations, and completed operations liability, independent contractors liability, additional interests of employees liability, and incidental medical malpractice liability, including notice of occurrence and knowledge of occurrence endorsements satisfactory to ***Landlord***.

2. Blanket contractual liability insurance covering all liabilities assumed under this ***Lease***.

3. Personal injury coverage endorsement coverages A, B, and C with no exclusions for liability assumed contractually or injury sustained by employees of ***Tenant***, invitees or agents of ***Tenant***.

4. Broad form coverage for damage to property of ***Landlord***, as well as other third parties, while in the care, custody, or control of ***Tenant***.

5. Before ***Tenant*** does any blasting on or for the ***Premises***, ***Tenant*** or ***Tenant***'s agents must present evidence to ***Landlord*** that blasting damage is included in ***Tenant***'s insurance coverage.

E. ***Tenant*** and any agents must also purchase and maintain umbrella for excess liability insurance containing coverage no less restrictive than that required above. The umbrella policies must contain minimum total occurrence and aggregate coverage of $1,000,000.

Insurance similar to that required of ***Tenant*** must be provided by or on behalf of all agents of ***Tenant*** to cover their operations performed under this ***Lease***. ***Tenant*** is held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to agents of ***Tenant***. ***Tenant*** must not permit any agent to commence work until such agent has furnished evidence that insurance has been procured and certificates of insurance have been obtained by ***Tenant***.

Insurance certificates acceptable to ***Landlord*** evidencing the above coverages are to be furnished to ***Landlord*** before or concurrent with the execution of this ***Lease***. Such certificates and all insurance policies required by these Insurance requirements must contain provisions requiring at least 30-days' prior written notice to ***Landlord*** of any cancellations of the policies or material changes in the requirements of this exhibit that result in noncompliance with such requirements (an agreement to "endeavor" to provide such notice is not acceptable). Certificates must indicate effective dates and dates of expiration of the policies, and must refer to the corresponding subparagraphs listed above.

All insurance policies provided pursuant to the foregoing provisions of these insurance requirements must be in the form and written by companies reasonably satisfactory to ***Landlord***, and ***Landlord*** must be named as an additional insured. All such policies must contain provisions or endorsements necessary to assure coverage of claims by one insured against another.

All required insurance policies are to be endorsed to state that ***Tenant***'s policies must be primary to all insurance available to ***Landlord*** for liability arising out of or resulting from ***Tenant***'s operations under this ***Lease***, whether such operations be by ***Tenant*** or by an agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The purchase of insurance to satisfy the above requirements, or the furnishing of certificates evidencing same, is not a satisfaction of ***Tenant***'s liability under this ***Lease*** or in any way modify ***Tenant***'s indemnification of ***Landlord***.

Without limitation of any other provisions of this ***Lease***, if (a) ***Tenant***'s agreement herein to insure or to name ***Landlord*** as an additional insured with respect to contractual liability assumed by ***Tenant*** under the provisions of this ***Lease***, or (b) any contract of insurance between ***Tenant*** or any agent and ***Tenant***'s or their insurance company, is to any extent be or be determined to be void or unenforceable, it is the intention of the ***Parties*** that such circumstances must never otherwise affect the validity or enforceability of ***Tenant***'s agreements and obligations under this ***Lease*** nor the validity and enforceability of such contract of insurance, each of which are to be enforced to the fullest extent permitted by law.

In any emergency affecting the safety of persons or property, ***Tenant*** must act to prevent threatened damage, injury, or loss, and must, as promptly as conditions permit, notify insurance carriers and ***Landlord*** or ***Landlord***'s representatives of the nature of the emergency and circumstances related thereto. Immediately thereafter, ***Tenant*** or ***Tenant***'s agent(s) must prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.

The required insurance coverage must be applicable to the ***Property of which the Premises are a part***, as well as to the ***Premises***.

Exhibit E

Notice of Lease

In accordance with G. L. c. 183, § 4, as amended, notice is hereby given of the following-described lease:

Landlord: _____

Tenant: _____

Date of execution: _____

Description of the leased premises:

A portion of the premises described in the real estate records in the Town/City of

_____, County of _____, at Book _____, Page _____.

Term of Lease: _____ years.

Extensions: _____ additional _____ year term.

Date of Commencement: _____

Landlord: COMMONWEALTH OF MASSACHUSETTS acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:_____

_____ Commissioner

Tenant:_____

By: _____

Name: _____

Its:_____

CERTIFICATES OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)(
)(ss.
COUNTY OF SUFFOLK)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

Exhibit F

WIRELESS-TELECOMMUNICATIONS-FACILITIES-INVENTORY CERTIFICATION

Name of Telecommunications Facilities or site: _____

_____

Lease Authorization Identification Number: _____

Name of Facilities Owner, Manager or Agent: _____

As Owner, do you operate any communications equipment on/at these Facilities? Yes / No

If Yes, what type of use? _____

List all Occupants (users with a formal or informal agreement to lease or license space) on your Facilities on the ***Lease Commencement Date***. *

Occupant (Commercial Name)	**Equipment Description and Use**	**Contact Phone #** (Emergency Number)

*MHD requires that the Wireless-Telecommunications-Facilities-Inventory Certification be updated on an annual basis. MHD requires immediate notification of all new Occupants located at or on the Owner's Wireless-Telecommunications Facilities.

I certify to the best of my knowledge the information provided above is true, correct and complete.

Signature:_____ Date: _____

TENANT'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7, §40J[1], the undersigned _____, _____ of
(Name)_____
(Title)_____
certifies the following:

(Full name(s) of ***Tenant***, as ***Tenant***'s name(s) appear(s) in this ***Lease***)

_____

_____

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES:_____

_____

(2) TERM OF LEASE From: _____to:_____
(3) LANDLORD NAME: Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance.

(4) TENANT NAME AND ADDRESS:_____

_____

(5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the leasehold interest (including prospective purchasers, assignees, etc.). **Please note: do not write "none," "N/A," etc. Attach additional pages, if needed.**

NAME _____

ADDRESS _____

(6) **None** of the above natural persons disclosed in item 5 is an employee of the Division of Capital Asset Management and Maintenance ("DCAM") or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: if none, write "none"; do not leave blank.**

NAME _____

DCAM OR PUBLIC-OFFICE TITLE _____

(7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the ***Term*** in case of any change of interest in such property, within thirty days of such change.

Signed under the penalties of perjury on _____, 20____.

_____

1 "No agreement to rent ... real property from a public agency, and no renewal or extension to such agreement, shall be valid … unless a statement, signed, under penalties of perjury, has been filed by the lessee, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7, §40J).

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to this ***Lease*** of a portion of Commonwealth land and/or improvements situated in various locations statewide and under the care, custody and control of the ***Massachusetts Highway Department ("MHD")*** (this "***Lease***"), the location of which are more particularly described in ***Exhibit A-1*** and ***Exhibit A-2***, Massachusetts, (the (the ***"Premises"***), acknowledges and agrees that if there is any work or activities proposed on the ***"Premises"*** which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then before "Commencement of Construction" as defined under the MEPA Regulations, the undersigned must file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and must complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five years of this ***Lease*** must be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of this ***Lease***.

This agreement survives the execution of this ***Lease*** and binds the undersigned and its successors and assigns.

Executed under seal.

_____

By: _____

Name: _____

Title: _____

Date: _____

Received by the Commonwealth of Massachusetts
acting by and through its Division of Capital Asset
Management and Maintenance

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX D

PROPOSAL COVER SHEET

REQUEST FOR PROPOSALS

Wireless Telecommunications Leasing Project

Site: Portion of MHD Depot Facility
530 Broadway Road
Haverhill, MA

_____, 2006

Proposal Cover Sheet

Attached is a proposal to lease the Site defined in the above-referenced RFP. The undersigned proposes to lease the Site from the Commonwealth of Massachusetts upon the terms and conditions specified in this proposal.

I have read, understand and agree to comply with the terms and conditions set forth in the RFP including without limitation, the obligation to execute the Lease and other legal documents referenced in Section 6 of the RFP.

I agree that all expenses related to the preparation of this proposal, including without limitation any costs related to any brokerage or third party representation engaged by the proposer, are at the proposer's sole expense.

I have attached one original and three copies of the proposal.

_____ _____
(Signature) (Date)

Print Name: _____

Organization: _____

Address: _____

Telephone: _____

APPENDIX E

(To be completed by proposer)

PROPOSED RIDER TO LEASE

DATE OF LEASE: _____, 2006

LANDLORD: The Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance

TENANT: _____

PREMISES: See ***Exhibit A*** to this ***Lease***.

Proposer suggests to modify this ***Lease*** as follows:

APPENDIX F

(To be completed by proposer)

PROPOSED PREMISES SURVEY LOCATION PLAN AND ACCESS ROUTE

APPENDIX G

(To be completed by the proposer)

PROPOSED PREMISES DEVELOPMENT PLAN

APPENDIX H

(To be completed by the proposer)

PROPOSED TENANT RENT SCHEDULE

The ***Rent*** schedule for the ***Tenant*** is $ _____ payable to ***Landlord*** in advance, annually, on the anniversary of the ***Rent Commencement Date***. After lease-year one, ***Tenant's Rent*** payment is subject to an annual increase of _____%.

Rent	**plus**	**% Increase**	**=**	***Total Annual Payment***
Lease- Year 1 $	plus	$	=	$
Lease- Year 2 $	plus	$	=	$
Lease- Year 3 $	plus	$	=	$
Lease- Year 4 $	plus	$	=	$
Lease- Year 5 $	plus	$	=	$
Lease- Year 6 $	plus	$	=	$
Lease- Year 7 $	plus	$	=	$
Lease- Year 8 $	plus	$	=	$
Lease-Year 9 $	plus	$	=	$
Lease-Year 10 $	plus	$	=	$

Rent* increases for each *Sublease Agreement* and for each license agreement in accordance with §§ 5.4, 18.1, and as scheduled in *Exhibit B-2* of this *Lease:

§ 5.4 of this ***Lease*** provides as follows:

> 5.4 Subject to the provisions of § 18, ***Tenant*** is permitted to sublease or to license space on ***Tenant's Wireless-Telecommunications Facility*** on the ***Premises*** to other ***Wireless-Telecommunications Service Providers* as *Co-locators***. For each lease-year or partial lease-year under this ***Lease*** that each ***Sublease Agreement*** and each such license agreement is in effect, the annual ***Rent*** set forth on ***Exhibit B-1*** must be increased by that amount that reflects a payment of_____% of the rent billed under the ***Sublease Agreement*** or the license fees billed under the license agreement as set forth in ***Exhibit B-2***. If the rent or the license fees billed by ***Tenant*** to the ***Co-locator*** is below ***Market Rent***, then ***Landlord*** has the right to receive from ***Tenant*** _____% of the ***Market Rent*** for said occupancy of the ***Facility*** by each ***Co-locator***. Such revenue is due annually for each ***Co-locator***, with the first annual ***Rent*** increase being payable, in full, in accordance with § 18.1. After the first payment of each annual ***Rent*** increase, each ***Rent*** increase is payable, in full, on or before each anniversary of the ***Rent Commencement Date***, concurrently with ***Rent*** that is payable in accordance with § 5.2.3.

§ 18.1 of this ***Lease*** provides as follows:

> 18.1 ***Tenant*** may sublease or license space to ***Service Providers*** to co-locate on ***Tenant's Wireless-Telecommunications Facility*** for the same general uses as are permitted by this ***Lease***, provided that the ***Rent*** increases in accordance with § 5.4 and ***Exhibit B-2*** with the addition of each ***Co-locator***; provided further that each ***Co-locator*** is required to provide its own ***Antenna Facilities*** and equipment shelter or cabinet; provided further that each ***Sublease Agreement*** and each license agreement is subject to the prior written approval of ***Landlord***; provided further that a counterpart of each such ***Sublease Agreement*** and of each such license agreement must be provided by ***Tenant*** each to ***Landlord*** and to the ***MHD*** within ten ***Business Days*** after the execution and delivery thereof; and provided further that each such ***Rent*** increase must be paid simultaneously by ***Tenant*** to ***Landlord*** upon such provision of a counterpart.

APPENDIX I

(To be completed by the proposer.)

PROPOSED CO-LOCATOR RENT SCHEDULE

The ***Rent*** due to ***Landlord*** as determined from ***Tenant's Sublease Agreement*** or license agreement with a ***Co-locator***, is calculated as a percentage of the rent or the license fees ***(Percentage Rent)*** due annually to ***Tenant*** as described in the ***Co-locator's Sublease Agreement*** or license agreement with ***Tenant***, and in accordance with the provisions § 5.4 of this ***Lease***. The ***Percentage Rent*** of _____% of the ***Co-locator's*** annual rent or license fees is payable to ***Landlord*** in advance, annually, on the anniversary of the ***Rent Commencement Date*** of this ***Lease***. ***Percentage Rent*** for Lease-year 1 is prorated from and including the ***Rent Commencement Date*** of the ***Sublease Agreement*** or license agreement between ***Tenant*** and ***Subtenant*** or the licensee as ***Co-locator*** on ***Tenant's Facility*** until the ***Rent Commencement Date*** of this ***Lease***.

Percentage Rent for each ***Co-locator*** on ***Tenant's Facility*** due annually to ***Landlord*** is calculated as follows:

Co-Locator Rent or License Fee	**X**	**% of Co-locator Rent or License Fee**	**=**	***Total Annual Payment***
Lease-Year 1 $	X	%	=	$
Lease-Year 2 $	X	%	=	$
Lease-Year 3 $	X	%	=	$
Lease-Year 4 $	X	%	=	$
Lease-Year 5 $	X	%	=	$
Lease-Year 6 $	X	%	=	$
Lease-Year 7 $	X	%	=	$
Lease-Year 8 $	X	%	=	$
Lease-Year 9 $	X	%	=	$
Lease-Year 10 $	X	%	=	$

Please note: If the proposer is a Facilities Management Company and not a Wireless Telecommunications Service Provider, the proposer must provide at least two Letters of Intent to Co-locate from FCC Licensed Wireless Telecommunications Service Providers stating intent to be a Subtenant on the proposer's Wireless Telecommunications Facility.

APPENDIX J

ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Site Inspection portion of MHD Depot Facility 530 Broadway Road Haverhill, MA
The undersigned, in consideration of being allowed to enter upon property of the Commonwealth of Massachusetts (the *"Commonwealth* "), assumes each and every risk of any and all personal injury, including death, and/or of any property damage, including loss, that occurs during any examination, inspection, and/or other presence by the undersigned, and/or by any consultant and/or contractor of the undersigned, and the undersigned agrees to protect, defend, indemnify, and hold the Commonwealth and its employees, contractors, and agents blameless and harmless with respect to any and all of the same, and to repair and/or restore, to the reasonable satisfaction of the Commonwealth, and to indemnify the Commonwealth with respect to any damage to and/or any loss of any property of the Commonwealth with respect to such entry. Before entering the property of the Commonwealth, the undersigned shall execute and date this agreement and deliver it to the Division of Capital Asset Management and Maintenance with a certificate of the insurance coverage required by Attachment 1 to this Agreement.

_____ _____
(Signature) (Date)

Print Name: _____

Organization: _____

ATTACHMENT 1 TO APPENDIX J

INSURANCE REQUIREMENTS

Tenant must purchase and maintain such insurance as protects ***Tenant*** and ***Landlord*** from claims that may arise out of or result from ***Tenant's*** operations under this ***Lease***, whether such operations be by ***Tenant*** or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. ***Tenant*** must purchase and maintain during the ***Term:***

A. Insurance sufficient to discharge ***Tenant's*** obligations under all applicable workers' or workmen's compensation laws.

B. Employer liability insurance with a minimum limit per accident or disease of $100,000.

C. Statutory disability and other employee benefit insurance.

D. Commercial general liability insurance including a comprehensive broad form endorsement covering the full scope of ***Tenant's*** activities under this ***Lease*** with limits not less than $1,000,000 per occurrence and $1,000,000 in the aggregate for personal injury and death, and $1,000,000 per occurrence and in the following:

1. All products, ***Premises***-operations**,** and completed operations liability, independent contractors liability, additional interests of employees liability, and incidental medical malpractice liability, including notice of occurrence and knowledge of occurrence endorsements satisfactory to ***Landlord***.

2. Blanket contractual 1iabi1ity insurance covering all liabilities assumed under this ***Lease***.

3. Personal injury coverage endorsement coverages A, B, and C with no exclusions for liability assumed contractually or injury sustained by employees of ***Tenant***, invitees or agents of ***Tenant***.

4. Broad form coverage for damage to property of ***Landlord***, as well as other third parties, while in the care, custody, or control of ***Tenant***.

E. ***Tenant*** and any agents must also purchase and maintain umbrella for excess liability insurance containing coverage no less restrictive than that required above. The umbrella policies must contain minimum total occurrence and aggregate coverage of $1 ,000,000,

Insurance similar to that required of ***Tenant*** must be provided by or on behalf of all agents of ***Tenant*** to cover their operations performed under this ***Lease.*** ***Tenant*** is held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to agents of ***Tenant***. ***Tenant*** must not permit any

agent to commence work until such agent has furnished evidence that insurance has been procured and certificates of insurance have been obtained by ***Tenant***.

Insurance certificates acceptable to ***Landlord*** evidencing the above coverages are to be furnished to ***Landlord*** before or concurrent with the execution of this ***Lease***. Such certificates and all insurance policies required by these Insurance requirements must contain provisions requiring at least 30-days' prior written notice to ***Landlord*** of any cancellations of the policies or material changes in the requirements of this exhibit that result in noncompliance with such requirements (an agreement to ***"endeavor"*** to provide such notice is not acceptable). Certificates must indicate effective dates and dates of expiration of the policies, and must refer to the corresponding subparagraphs listed above.

All insurance policies provided pursuant to the foregoing provisions of these insurance requirements must be in the form and written by companies reasonably satisfactory to ***Landlord***, and ***Landlord*** must be named as an additional insured. All such policies must contain provisions or endorsements necessary to assure coverage of claims by one insured against another.

All required insurance policies are to be endorsed to state that ***Tenant's*** policies must be primary to all insurance available to ***Landlord*** for liability arising out of or resulting from ***Tenant's*** operations under this ***Lease***, whether such operations be by ***Tenant*** or by an agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The purchase of insurance to satisfy the above requirements, or the furnishing of certificates evidencing same, is not a satisfaction of ***Tenant's*** liability under this ***Lease*** or in any way modify ***Tenant's*** indemnification of ***Landlord***.

Without limitation of any other provisions of this ***Lease***, if (a) ***Tenant's*** agreement herein to insure or to name ***Landlord*** as an additional insured with respect to contractual liability assumed by ***Tenant*** under the provisions of this ***Lease***, or (b) any contract of insurance between ***Tenant*** or any agent and ***Tenant's*** or their insurance company, is to any extent be or be determined to be void or unenforceable, it is the intention of the ***Parties*** that such circumstances must never otherwise affect the validity or enforceability of ***Tenant's*** agreements and obligations under this ***Lease*** nor the validity and enforceability of such contract of insurance, each of which are to be enforced to the fullest extent permitted by law.

In any emergency affecting the safety of persons or property, ***Tenant*** must act to prevent threatened damage, injury, or loss, and must, as promptly as conditions permit, notify insurance carriers and ***Landlord*** or ***Landlord's*** representatives of the nature of the emergency and circumstances related thereto. Immediately thereafter, ***Tenant*** or ***Tenant's*** agent(s) must prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.