

COMMUNICATIONS SITE LEASE AGREEMENT

This Lease (hereafter referred to as "Lease" or "Agreement") made and entered into this 11 day of January 2006 2005 (herein the "Lease Date") by and between National Grid Communications, Inc., a Massachusetts corporation (hereafter referred to as "Lessee") and William Skoolicas, as Owner (hereafter referred to as "Lessor").

## WITNESSETH THAT

1. **Leased Premises:** Lessor, in consideration of the rents to be paid by Lessee hereunder, does hereby lease, demise and let unto the said Lessee 10,000 (being a 100' x 100' parcel) square feet of land (the "Site") shown on the Town of Falmouth, County of Cumberland, State of Maine Assessors Map/part of Lot: U53-004 more particularly described in Exhibit A, attached hereto, together with a nonexclusive easement for access 24 hours a day, 7 days a week thereto and for electric and telephone service and facilities, as more particularly described in Section 5 hereof an shown on Exhibit A (collectively, the Site and said easement are the "Leased Premises"). The Leased Premises will be used by Lessee for the purpose of installing, removing, replacing, maintaining, and operating, at its expense, a communications service system facility, or other electronic signal transmission devices or technology, including, without limitation, communications towers, related antenna equipment, improvements and fixtures, as more particularly described in Section 4 hereof. Lessor represents and warrants that the proposed use of the Site by Lessee will not violate any exclusive or other agreement, covenant, restriction, ordinance or understanding that Lessor may have given or to which Lessor is a party or by which Lessor is bound, or of which Lessor has actual or constructive knowledge.

2. **Term.** The term of this Agreement shall commence on the Lease Date. The initial term of this agreement (the "Initial Term") shall be five (5) years plus the number of days from the Lease Date to the Rent Start Date. This agreement will be automatically renewed for nine (9) additional terms of five (5) years each (collectively, the "Renewal Terms"; individually, a "Renewal Term"), commencing on the day after the fifth anniversary of the Rent Start Date, unless Lessee provides to Lessor notice of Lessee's election not to renew this Lease not less than 60 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be (the Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term").

3. **Rent.** Beginning with the earlier of (i) 30 days after the date upon which construction of the Facility is approved

[REDACTED]

4. **Use of Demised Premises; Compliance with Laws and Regulations.**

(a) From and after the date of this Lease first set forth above, Lessee shall use the Leased Premises for the purpose of constructing, maintaining, replacing, modifying and operating one or more Communications Facilities (as hereinafter defined) and any related improvements. Lessee shall have the right to use such Communications Facilities for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Lessor's consent) of space upon and within the Communications Facilities and the Leased Premises. Such licensees or sublessees of Lessee shall have full access to the Leased Premises for their business purposes. For the purposes of this Lease, "Communications Facilities" shall be defined as communications towers, poles, equipment shelters, buildings, any associated support buildings and any related improvements, communications service system facilities, and other electronic signal transmission devices or technology, including, related antenna equipment and fixtures, all of the foregoing being for a transmitter site for wireless voice and data communications.

(b) Lessee shall have the right to fence the Site. Lessee may enter upon the Leased Premises and adjacent lands

of Lessor from and after the Lease Date and until the Rent Start Date only for the purpose of making surveys and conducting soil, engineering and other tests necessary or reasonably related to Lessee's applications for permits and approvals or for evaluating the suitability of the premises.. Following the Rent Start Date, Lessee shall have the right to clear and thereafter to keep clear the Site, and the rights of way, and any utility easement areas located within and/or relating to the Leased Premises of trees, bushes, rocks and crops. If the construction or maintenance of the Communications Facilities results in damage to any adjacent lands of Lessor (other than as set forth herein) Lessee shall pay Lessor for such damage.

(c) Lessee will at all times during the Term observe and conform to, in all respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority at any time applicable to the Leased Premises or any improvement thereon or use thereof.

**5. Access.** Lessor hereby grants to Lessee, and to Lessee's licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle (including trucks), and, following the Rent Start Date, for the installation and maintenance of communications equipment, utility wires, poles, cables, conduits, and pipes over, under or along a reasonable right-of-way ("Right of Way") that will accommodate Lessee's intended uses for the Leased Premises extending from the nearest public right-of-way, over and across any property of Lessor to reach the Leased Premises. The Right of Way shall be laid out and specifically designated on the Site Plan Drawings referred to in paragraph 23 herein. The Right of Way is a non-exclusive right of way for Lessee, its agents, employees, sublessees, licensees and business visitors. Lessee shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Lessee's business and for the utilization of electricity, water, telephone and gas services. If Lessor or other tenants of Lessor damage or disturb the Right of Way that Lessee constructs and maintains then Lessor or Lessor's other tenants shall share in the reasonable and proportionate costs of the maintenance and reconstruction.

#### **6. Title and Quiet Possession:**

(a) Lessor covenants that Lessee, upon paying the rent and performing the covenants hereof on the part of Lessee to be performed shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Lessor and any person claiming by, through or under Lessor. If Lessor owns and/or controls additional land within one (1) mile of the Site, Lessor agrees for itself and all future holders of such land that no use shall be made of the land during the Initial Term and any Renewal Term that would interfere or compete with Lessee's use of the Leased Premises as described herein.

(b) Lessor hereby represents and warrants to Lessee that: (a) Lessor is the fee owner of the Leased Premises and the lands immediately adjacent thereto which comprise the easements, rights of way granted to Lessee hereunder; (b) such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Lessee's use and operation of the Leased Premises; (c) Lessor has the lawful right and authority to execute this Lease and to grant the leasehold interests, easements and rights of way described herein; (d) Lessor has disclosed to Lessee in writing the names, addresses, phone numbers and contact personnel of all parties other than Lessor that hold any encumbrance upon or interest in the Leased Premises; (e) Lessor has obtained and delivered to Lessee the consents of all parties other than Lessor that hold any encumbrance upon or interest in the Leased Premises to the existence, execution and delivery of this Lease, the granting of a leasehold interest in the Leased Premises to Lessee in accordance with the terms hereof, and Lessee's and its licensees' and sublessees' utilization of the Leased Premises for the purposes described herein; (f) Lessor shall not have unsupervised access to the Leased Premises; and (g) Lessee has an exclusive lease of the Leased Premises and Lessor may not execute additional lease(s) of the Site for any purposes, including, but not limited to, telecommunications equipment placement and/or operation.

(c) Lessee shall, within sixty (60) days following the Lease Date, obtain an abstract or preliminary title report regarding the Leased Premises from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Lessee's use and operation of the Leased Premises, Lessee shall have the right to cancel this Lease, without further liability to either party, upon written notice to Lessor unless Lessor is unable to obtain a non-disturbance agreement from the holder of such lien or encumbrance within 30 days following notice from Lessee. Lessor agrees to use its reasonable best efforts to cooperate with Lessee in curing such title defects, but if any alleged defect cannot be cured by such efforts within 45 days following notice, then Lessee shall have the option of either terminating this lease without recourse to either party or waiving its objection to such defect and continuing with this lease. If Lessee fails to notify Lessor of any objection or defect within such 45 day period, then Lessee will be deemed to have waived any objection to the status of title.

**7. Assignment:** Lessee shall have the right, at any time, and from time to time, from and after the date of this Lease (or any renewal or extension hereof) to assign or mortgage this Lease, in whole or in part, to any entity or third party, without Lessor's consent, provided that any such mortgagee or assignee agrees to assume Lessee's obligations hereunder. Upon any such assignment, so long as Lessee's assignee has assumed all of Lessee's obligations under this Lease and as long as the financial strength of such assignee is reasonably acceptable to Lessor as evidenced by a writing signed by Lessor, Lessee shall be relieved of all future obligations under this Lease. Also, Lessee shall have the right to sublease or license the Communications Facilities to third party tenants and licensees without the consent of Lessor.

**8. Notices:** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

**9. Improvements:**

(a) Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the installation, construction, maintenance and operation and any related activities of a transmitter site for wireless voice and data communications. All such improvements shall comply with all applicable codes, laws, ordinances, and regulations, local, state, and federal. Lessor agrees to cooperate with Lessee with respect to obtaining any required approvals, authorizations or removal of restrictions for Lessee's use of the Site as outlined herein, at the sole cost and expense of Lessee, including the right of Lessee to contest determinations made by any Federal, state and local authority concerning any permits, approvals and licenses, as well as the application of any laws and regulations; provided, however that, (i) the same shall be at Lessee's sole cost and expense and (ii) with the exception of set back requirements, fall zones, or buffer restrictions imposed by state, local or federal permitting authorities as a condition of approval or construction of the Facility, no such approvals shall prohibit or otherwise limit Lessor's use of it's remaining property. Lessor shall take no action that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Lessee. Upon termination or expiration of the Lease, Lessee shall remove its equipment and improvements from the Site, excepting the right of way and utility installations and shall be required to restore the Site to the condition existing on the Lease Date, except for ordinary wear and tear.

(b) The Communications Facilities shall be the property of and owned by Lessee. Lessor covenants and agrees that neither the Communications Facilities nor any part of the improvements constructed, erected or placed by Lessee on the Leased Premises shall become or be considered as being affixed to or a part of the Leased Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that the Communications Facilities and all improvements of every kind and nature constructed, erected or place by Lessee on the Leased Premises shall be and remain the property of Lessee. Lessor hereby agrees and acknowledges that Lessor shall have no lien or other interest or claim in or to the Communications Facilities and all improvements of every kind and nature constructed, erected or placed by Lessee on the Leased Premises, and that Lessor will confirm the same in writing upon request by Lessee.

**10. Compliance with Laws:** Lessor represents and warrants that to the best of its knowledge Lessor's property (including the Site), and all improvements located thereon (other than improvements constructed by Lessee), are in substantial compliance with all laws, rules, regulations and ordinances, including, but not limited to, building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities.

**11. Utilities.** Lessee or its licensees and subtenants who are leasing space at the Site from Lessee will pay for all utilities used by them at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility. Lessee reserves the right to bring in emergency power in case of power failure.

**12. Termination:** Lessee may terminate this agreement at any time by written notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, the "Approvals") required from any governmental authority or any easements required from any third party to operate the communication facility, or if Lessor fails to have proper ownership of, or appropriately clear title to, the Site as previously described herein or authority to enter into this Lease, or if Lessee for any other reason, in its sole discretion, prior to the Rent Start Date determines that it will be unable to use the Leased Premises for its intended purpose. Upon the exercise of such right by Lessee, this Lease shall become null and void and neither party shall have any further obligation to the other party hereto. Following the Rent Start Date, this Lease may only be terminated by Lessee at the end of the Initial Term or any Renewal Term.

**13. Default:** If either party is in default under this Lease for a period of (a) 10 days following receipt of notice

from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law or in equity, including, but not limited to, the right to terminate this Lease and to collect rents due for the unexpired term hereof plus costs and expenses of collection and repossession. If a non-monetary default may not reasonably be cured within a 30 day period, the Lease may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default as soon as reasonably practicable. Lessee shall have recourse only against Lessor's interest in the property of which the Leased Premises are a part.

**14. Indemnity:** Lessor and Lessee shall each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss, injury, claim or damages which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to and shall not be available for any claims arising from the gross negligence or intentional misconduct of the indemnified party or any employee, agent, representative or affiliate of the indemnified party.

**15. Insurance:** Lessee, at its sole cost and expense, shall maintain, during the Term of this Lease, commercial general liability insurance with combined single limit coverage of One Million Dollars (\$1,000,000.00), with a certificate of insurance naming Lessor as additional insured, to be furnished to Lessor upon request. Lessee shall cause this certificate of insurance to be reviewed, at least one time during the Initial Term and at the commencement of each Renewal Term of this Lease, to ascertain the appropriateness of limitations of coverage based on prudent commercial insurance practices and standards given the use of the Site and the use of Lessor's adjacent property.

**16. Confidential Information/Nondisclosure:** Lessor and Lessee acknowledge and agree that (a) information submitted by Lessor and Lessee to the other party hereto concerning the equipment, methods of operation or business affairs of Lessor and Lessee (the "Shared Information") is proprietary and confidential and that the Shared Information is solely for Lessor's and Lessee's use in connection with this Lease.

**17. Hazardous Substances:** Lessor represents and warrants that it has no actual knowledge of: (a) any substance, chemical or waste (collectively, the "Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation; or (b) any underground storage tank being located at the Leased Premises. Lessee shall not introduce or use any such Substance on the Site in violation of any applicable law.

**18. Force Majeure:** The parties' performance under this Lease shall be excused if such nonperformance is due to acts or occurrences which are not voluntary by such party or its affiliates and are beyond their reasonable control, including without limitation, governmental orders not based on the qualifications or acts of Lessee or its controlling affiliates, , civil commotions, and other similar circumstances beyond the parties' reasonable control.

**19. Taxes:** Lessor shall be responsible for all real property taxes and assessments regarding the Leased Premises and shall cause the same to be paid when due. Lessee shall be responsible for any increase in Lessor's real property taxes as a result of Lessee's use or occupancy of the Leased Premises. In addition, Lessee shall be responsible for taxes on personal property of Lessee at the Leased Premises and shall cause the same to be paid when due.

**20. Subordination and Non-Disturbance:** Lessee acknowledges that prior to the date of this Lease Lessor may have granted a mortgage(s) or deed(s) of trust which encumber some or all of the Leased Premises to certain institutions or persons (collectively, the "Mortgagees"). On or prior to the date upon which this Lease is executed, Lessor shall obtain a non-disturbance agreement from all applicable Mortgagees whereby such Mortgagees agree to honor the Lease, and that such Lease shall remain in full force and effect and shall not be terminated, and Lessee shall be permitted to exercise all of its rights and remedies thereunder, as long as Lessee is not in default under the Lease, even in the event of foreclosure under the mortgages to which such Mortgagees are a party. Lessee hereby agrees and acknowledges that this Lease is subordinate to any mortgage or deed of trust of record against the Site as of the date of this Agreement.

**21. Short Form of Lease.** At the request of either party, the other party shall duly execute and acknowledge for recording purposes a short form or memorandum of this Lease (in the form of Exhibit B attached hereto), which

shall recite the names of the parties, describe the Leased Premises, specify the Term, and any options to extend the Term or purchase the Leased Premises, and provide that this Lease is made upon the rents, terms, covenants and conditions contained herein. Alternatively, either party may cause an original executed copy of this Lease to be recorded in the land records for the county in which the Leased Premises are located.

**22. Condemnation, Damage.** If there is a condemnation of the Leased Premises or the Site (or a portion thereof which is sufficient to render the Leased Premises unsuitable for Lessee's purposes), including, without limitation, a transfer of the Leased Premises or the Site by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Lessee and Lessor shall be entitled to pursue their own separate condemnation awards with respect to any such taking. If the Leased Premises or the Site are damaged or destroyed to an extent sufficient to render the Leased Premises unsuitable for Lessee's purposes, and such damage or destruction was not caused by Lessee or any of Lessee's agents, contractors or employees, then Lessee shall have the right to terminate this Lease as of the date that such damage or destruction occurred, without prejudice to or otherwise affecting any rights or remedies that Lessee may have hereunder or at law or in equity, and the rent due hereunder shall be prorated to such date of termination, unless Lessor notifies Lessee in writing that Lessor will repair, at its sole cost, such damage or destruction and thereafter Lessor repairs such damage or destruction within forty-five (45) days after the date upon which such damage or destruction occurred. During the period in which Lessor effects such repairs, the rent due hereunder shall be abated.

**23. Site Plan Drawings:** Prior to the commencement of construction of the Facility on the site, the Lessee shall submit to Lessor, site plan drawings ("Site Plan Drawings") which shall detail the Leased Premises and the plans and specifications for Lessee's Facility. Lessor shall approve the Site Plan Drawings within fifteen (15) days from submission or provide specific reasons for disapproval. In the event that Lessor does not approve or provide reasons for disapproval of the Site Plan Drawings within fifteen (15) days, then the Site Plan Drawings shall be deemed approved.

**24. Miscellaneous:** (a) This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement. (b) This Lease is governed by and shall be construed in accordance with the laws of the State of Maine. (c) This Lease (including the Exhibits hereto) constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof. (d) All amendments and modifications to and restatements of this Lease must be in writing and executed by both of the parties hereto. (e) Upon request, either party will provide an estoppel certificate to the other party hereto certifying the existence of the Lease and that it remains in full force and effect, or specifying any contrary information and the reason therefore. (f) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease and the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected thereby and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. (g) The prevailing party in any action or proceeding in court or in a mutually agreed upon arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees, damages, including consequential damages, and other reasonable enforcement costs and expenses from the non-prevailing party.

[SIGNATURE BLOCK APPEARS ON THE NEXT PAGE]

This Lease Agreement has been executed and delivered by duly authorized representatives of Lessor and Lessee as of the day and date first written above.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B. The parties will execute and/or deliver, as required, any and all of the documents and/or information necessary to complete the Exhibits and record the Memorandum of Lease.

SIGNED AS A SEALED INSTRUMENT.

LESSOR: William Skoolicas

By: 

Name: William Skoolicas

Title: As Owner

Tax I.D.: 004-58-8956

Address: 50 Winds Road  
Portland, ME 04102

Telephone #: (207) 773-3999  
Facsimile #: N/A

LESSEE:

NATIONAL GRID COMMUNICATIONS, INC.

By: 

Name: DOUG WIESE

Title: PRESIDENT

Address: 25 Research Drive  
Westborough, MA 01582

Telephone #: 508-389-3300  
Facsimile #: 508-389-3001

STATE OF: MAINE  
COUNTY OF: CUMBERLAND

On the 11 day of January 2006, 2005, personally appeared before me William Skoolicas, in his capacity as the owner of the Lessor named herein, and they acknowledged that they executed this Lease as their free act and deed in such capacity and as the free act and deed of such Lessor.

Teresa R. Edwards  
Notary Public

My commission expires:

TERESA R. EDWARDS  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES 2/23/2009

STATE OF MASSACHUSETTS  
COUNTY OF WORCESTER Middlesex

On the 1st day of February, 2006, personally appeared before me Doug West, in his capacity as the President of the Lessee named herein, and he acknowledged that he executed this Lease as his free act and deed in such capacity and as the free act and deed of such Lessee.

Martin R. Cole  
Notary Public

My commission expires: 5-5-2006