



MAYOR'S OFFICE OF  
HOMELAND  
SECURITY

HONORABLE M. MENINO  
G.M.R.

June 22, 2006



Mr. Douglas E. Tuthill  
Director of Operations  
195 Broadway  
Newport, RI 02840

Subj: NOTICE TO PROCEED ICO BOSTON PD 25 CAMERAS

Dear Mr. Tuthill,

This letter serves as the official Notice to Proceed (NTP) by the Mayor's Office of Emergency Preparedness (MOEP) on behalf of the Boston Police Department (BPD) for the installation of cameras and necessary surveillance equipment at the 25 identified locations within the City of Boston as outlined in the Statement of Work dated 5-10-2006.

This contract is based upon time and material with a not-to-exceed amount of \$1.25 million dollars (\$1,250,000.00). The completion date is December 18, 2006.

If you have any further questions please contact Adam Wehrenberg at 617-590-9800 or email at [adam.wehrenberg@cityofboston.gov](mailto:adam.wehrenberg@cityofboston.gov).

Sincerely,

Carlo Boccia, Director  
Mayor's Office of Emergency Preparedness

CC: Sara Phillips, MOEP  
Adam Wehrenberg, MOEP  
Nancy Nee, MOEP  
Harry Cataldo, Sergeant, BPD  
Jason Gash, Project Manager, SDLW  
Peter Mottur, President, SDLW

CONFIDENTIAL

BOSTON CITY HALL/ROOM 603 \* ONE CITY HALL SQUARE BOSTON MA 02201 \* tel/617.635.1400 fax 617.635.2974

Site Name: 0  
Site Address:  
County: SUFFOLK  
State: MA  
Coordinates:

Lessee's Site Name and ID:

### TOWER SITE LEASE # 4082533

**Lessor:**  
Pinnacle Towers Asset Holding LLC  
301 N. Cattlemen Road, Suite 300  
Sarasota, FL 34232

**Lessee:**  
Mayor's Office of Homeland Security  
Boston City Hall Room 603  
Boston, MA 02201

**THIS TOWER SITE LEASE** ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

**WHEREAS**, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

- 1. USE:** Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.
- 2. INITIAL TERM:** Twenty (20) years, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, June 1, 2006.
- 3. RENEWAL TERMS:** Three (3) renewal terms of twenty (20) years each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

#### 4. RENT

(a) **INITIAL RENT:** The initial monthly rent shall be **Zero and 00/100 Dollars (\$0.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

**Pinnacle Towers Asset Holding LLC**  
P. O. Box 277454  
Atlanta, GA 30384-7454

(b) **ESCALATION:** **Zero percent (0%)** per annum, commencing on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) **PAYMENT PERIOD:** Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) **HOLDOVER.** If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

#### 5. UTILITIES: Shall be (one of the following):

- Included in rent ("Bundled").
- Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
- Flat Rate in the amount of \$250.00 annually, payable on the anniversary of the Commencement Date.

**NOTE:** The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt-hour. Lessor reserves the right to pass through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

**NOTE:** The Lessee's obligation under this provision is expressly made subject to the availability of grant funds for the payment thereof.

**6. STRUCTURAL ANALYSIS:**

Completed / Not Required  
 Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

**7. PRIME AGREEMENT:** If the Lessor leases the real property on which the Site is located from the owner ("Owner") of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and Landlord (the "Prime Agreement") to the extent that such terms and conditions affect the Lessee's use of the Site.

**8. INTERFERENCE:** Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

**9. INSURANCE:** Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

**10. INDEMNIFICATIONS**

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

**11. WAIVERS**

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

## 12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) **INSTALLATION:** Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) **RECONFIGURATION:** Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) **REMOVAL:** Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

## 13. COMPLIANCE

(a) **LESSOR shall:** (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) **LESSEE shall:** (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

## 14. MAINTENANCE

(a) **LESSOR may** reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) **LESSEE shall** paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

## 15. WARRANTIES AND REPRESENTATIONS

(a) **FCC QUALIFIED:** Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) **SATISFACTION WITH SITE:** Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) **ENVIRONMENTAL:** Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous

substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

## 16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially desirable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

## 17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

## 18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any Lease, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

**19. ASSIGNMENT:** Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

**20. EMINENT DOMAIN:** If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

**21. LENDER'S CONTINUATION RIGHTS:** Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

## **22. MISCELLANEOUS PROVISIONS**

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a writing executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

## **23. STATE SPECIFIC PROVISIONS**

**FLORIDA:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**NORTH CAROLINA:** Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

**TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.**

## **24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)**

**IMPROVEMENTS:** The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to \$\_\_\_\_\_ (the "Improvement Cost"). Lessee shall pay to Lessor \$\_\_\_\_\_ of such Improvement Cost by valid purchase

order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Lease prior to the Commencement Date pursuant to the terms herein shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Lease shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

**GOVERNMENT ASSESSMENTS:** This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

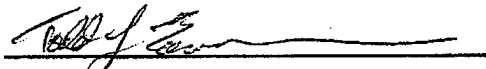
**ADDITIONAL LAND:** Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

**LAND OWNER CONSENT:** Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent on terms mutually acceptable to Lessor and Lessee. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

**ADDITIONAL PROVISION(S)**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

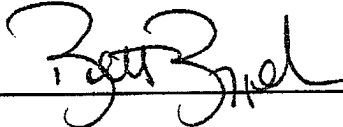


Name: Bob J. Benedetto

Name: \_\_\_\_\_

LESSOR:

Pinnacle Towers Asset Holding LLC  
By: Global Signal Services LLC, its Manager

By: 

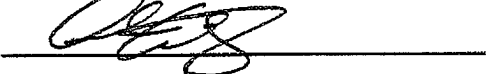
Name: Brett Buggeln  
As Its: Senior V.P., Operations

Date: 7/10/06

WITNESSES:



Name: SARA PHILLIPS



Name: ADAM WEHRENBURG

LESSEE:

Mayor's Office of Homeland Security

By: 

Name: CARLO A. BOCCIA

As Its: DIRECTOR

Date: JUNE 15, 2006



**EXHIBIT A**  
**(TO TOWER SITE LEASE NO. 4082533)**

**LEGAL DESCRIPTION**  
**OF THE SITE**

~~Rooftop space for antennas and related mounting accessories.~~

**EXHIBIT B**  
(TO TOWER SITE LEASE NO. 4082533)

**SITE DRAWING  
OF THE PREMISES**

**See attached drawing**

EXHIBIT C  
(TO TOWER SITE LEASE NO. 4082533)

PERMITTED EQUIPMENT AND FREQUENCIES

(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

**TOWER (SDA) MOUNTED EQUIPMENT LIST:**

Lessee Owned Antennas  (OR) Lessor's Master Antenna System

ANTENNAS #1	Mounting Height:	Rooftop	Direction:	Up <input checked="" type="checkbox"/>	Down <input type="checkbox"/>
Transmit <input checked="" type="checkbox"/>	Receive <input checked="" type="checkbox"/>				
Make:	Airaya	Model:	AI108-4958-OSU	Length:	11"
Azimuth:	17	Mount Type:	Pole	Coax Size:	100% solid shielded Ethernet Cat5

Total Number of Antennas: 1  
Total Number of Coax: 1

Lessee will also install one Pelco Esprit Surveillance Camera on this site

**GROUND & BUILDING EQUIPMENT LIST**

Lessor Building:  Lessee Building:  Lessee Pad:   
Dimensions of Lessee's Floor Space: 3' x 3'

Equipment Make: Middle Atlantic	Equipment Model: ERK
Power Requirements: 110 AC	Transmit Power: 4 watts
Total # of Racks: 1	Cabinet Dimensions: W 24" x D 22" x H 36"

Transmit Frequencies: 4940.0-4990.0 MHz  
Receive Frequencies: 4940.0-4990.0 MHz

**Electrical Usage**

Included in Price (Lessor's Cost)       Lessee's Direct (Lessee's Cost)       Flat Rate \$250.00

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**1. LESSEE REQUIREMENTS**

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

**(a) Property:** Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

**(b) Business Automobile Liability:** Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

**(c) Commercial General Liability:** Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense Limit	\$ 5,000.00

**(d) Workers Compensation:**

Employers Liability (State of the site location)	Statutory
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

**2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS**

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

**(a) General Site Maintenance:** Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

**(b) Site Work:** Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

**(c) Tower Climbers:** Work at a Site in any capacity that requires climbing the tower:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00