

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5 REVISED
 to
CONTRACT NO. 071B0000740
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AAT Communications, DBA: SBA Communications Corporation 7402 Westshire Drive, Suite 120 Lansing, MI 48917	Joy Tiemeyer	jtiemeyer@sbsite.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517.622.8448 x3850	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MPSCS	Gerald Leach	517-490-4148	LeachG@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Antenna Site License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 11, 2000	August 10, 2005	5, 5-yr	August 10, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 years	August 10, 2020
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$6,300,000.00		

Effective August 4, 2015, the third five-year renewal option provided under Section 3(B) of the Agreement is hereby exercised. In addition, the Agreement is amended as follows:

1. MDOT Sites, MDOT Facilities, MDOT Equipment, all property owned by MDOT, and all property under MDOT's jurisdiction are hereby exempted from the exclusivity clauses of the Agreement. However:
 - a. The TSM will continue as MDOT's exclusive provider of Macrocell Sites. For purposes of this Agreement, "Macrocell Sites" means "a high-powered deployment, typically installed relatively high on a tower, to provide signal coverage to a large geographic area." See FCC 14-153, p 6, § 11, FN 19.
 - b. MDOT Sites and MDOT property currently under a Site License Agreement, Existing Site License Agreement, or Tower Construction Agreement managed by the TSM under the Agreement as of August 4, 2015 will remain in place and continue to generate revenue at the applicable rates specified in those agreements and Section 4.A and 4.B of the Agreement; and
 - c. MDOT will have access to new and additional optional technologies available to other State agencies under this Agreement, included but not limited to new technologies that may be added under subsection 2 below.
2. New technologies may be proposed to the State or added for optional purchase/revenue share agreements, including but not limited to: light pole technologies, Machine to Machine, Social Media Internet Service Providers, Wireless Voice over IP, Smart Car – Vehicle to Vehicle – Vehicle to Infrastructure, Wireless Gaming, and Beacon Technology. New technologies may be added through the Contract Change Notice process via the submission of statements of work and pricing.

All other terms, conditions, pricing and specifications remain the same. Per Agency request, DTMB Procurement agreement, and Administrative Board approval August 4, 2015.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B0000740
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AAT Communications, DBA: SBA Communications Corporation 7402 Westshire Drive, Suite 120 Lansing, MI 48917	Joy Tiemeyer	jtiemeyer@sbsite.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517.622.8448 x3850	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MPSCS	Gerald Leach	517-490-4148	LeachG@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Antenna Site License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 11, 2000	August 10, 2005	5, 5-yr	August 10, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 years	August 10, 2020
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$6,300,000.00		
Effective August 4, 2015, the third five-year extension option is hereby exercised with the following changes:				
<ul style="list-style-type: none"> • MDOT property will be exempted from the exclusivity clauses of the agreement for new wireless technology such as "Connected Car" and Intelligent Transportation Systems (ITS) development in the MDOT Right of Way (ROW), although, <ul style="list-style-type: none"> o MDOT will continue to receive proposals for new towers (macro telecommunications sites) for consideration on MDOT property including the right of way exclusively from SBA, 				

- MDOT current infrastructure will remain in place generating revenue at the existing rate(s),
 - MDOT will have access to additional optional technologies added for all State agencies for purchase.
 - **New technologies will be added for optional purchase/revenue share agreements, such as: If TSM incorporates new wireless Infrastructure supporting new applications such as light pole technologies, Machine to Machine, Social Media Internet Service Providers, Wireless Voice over IP, Smart Car –Vehicle to Vehicle – Vehicle to Infrastructure, Wireless Gaming, and/or Beacon Technology and all configurations of fiber distributed network applications which may support any State Agency.**
 - **New technologies will be added through the Contract Change Notice process via the submission of statements of work and pricing.**
 - **During this extended time period a new RFP will be written for re-bid as the market has changed dramatically since the initial engagement. If a new Contract is established before the end of this five-year extended term, this agreement will terminate and transition will be made to the new Contract at that time with SBA continuing as TSM during the extension period.**
- All other terms, conditions, pricing and specifications remain the same. Per Agency request, DTMB Procurement agreement, and Administrative Board approval August 4, 2015.**

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B0000740
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AAT Communications Corp 12444 Powerscourt Drive, Suite 300 St. Louis, Missouri 63161	Joy Tiemeyer	Joy.tiemeyer@attcommunications.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 622-8448	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Antenna Site License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 11, 2000	August 10, 2005		August 10, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 10, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$0.00			\$6,300,000.00	

Effective July 17, 2014, please note that the buyer for this contract has been changed from Steve Motz to the following:

Mike Breen, 517-284-7002, breenm@michigan.gov

All other terms, conditions, pricing and specifications remain the same. Per DTMB Procurement.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 26, 2010

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B0000740
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR AAT Communications Corp. 12444 Powerscourt Drive, Suite 300 St. Louis, Missouri 63161 Joy.temeyer@aatcommunications.com	TELEPHONE Joy Tiemeyer 517-622-8448
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-3215 Steve Motz
Contract Compliance Inspector: Maureen Myers Antenna Site License Agreement	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2015	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the second contract option is exercised and this contract is hereby **EXTENDED** for five years. The new contract ending date is August 10, 2015. Also, the buyer has been changed to Steve Motz (motzs@michigan.gov).

AAT is offering an additional 5 percent revenues share on all State (managed) sites added after the contract renewal date. The increase will be 75% State and 25% AAT for all State sites added after August 10 2010.

AUTHORITY/REASON(S):

Per agency, DTMB and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,300,000.00



July 23, 2010

State of Michigan
Department of Management and Budget
Acquisition Services
530 W. Allegan
Lansing, MI 48933
Attn: Steve Motz

Re: Contract No. 071B0000740
Vendor Number/Mail Code: [REDACTED]

Dear Mr. Motz:

The above Contract between The State of Michigan and AAT Communications LLC, as successor by merger to AAT Communications Corp., ("Vendor") dated August 11, 2000 is currently set to expire on August 10, 2010.

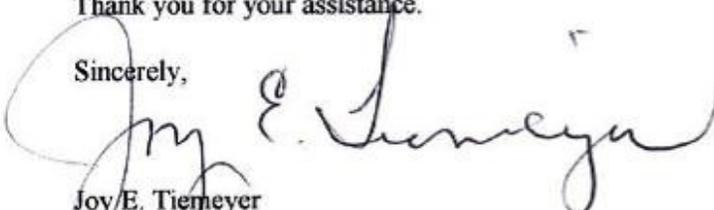
Please accept this letter as Vendor's request for the State of Michigan to issue Change Notice No. 2 to extend the Contract for an additional five (5) years to a Contract expiration date of August 10, 2015.

As discussed, upon renewal all terms remain the same with one exception. The revenue share amounts for State Sites added after August 10, 2010 will adjust from 70% State and 30% TSM to 75% State and 25% TSM. TSM sites will remain 70% TSM, 30% State.

If you have any questions or require further documentation in order to proceed with this Contract extension request, please contact me at (517) 622-8448.

Thank you for your assistance.

Sincerely,



Joy E. Tiermeyer
Project Director
SBA Network Services
7402 Westshire Dr. Ste 120
Lansing, MI 48917
(517) 622-8448 - Office
(517) 420-2172 - Mobile

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 16, 2007

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B0000740
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR AAT Communications Corp. 12444 Powerscourt Drive, Suite 300 St. Louis, Missouri 63161 Joy.temeyer@aatcommunications.com	TELEPHONE Joy Tiemeyer 517-622-8448
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 Doug Collier
Contract Compliance Inspector: Maureen Myers Antenna Site License Agreement	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the buyer is changed to Doug Collier.

AUTHORITY/REASON(S):

Purchasing Operations request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,300,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 10, 2005

**CHANGE NOTICE NO. 1 (REVISED)
 TO
 CONTRACT NO. 071B0000740
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR AAT Communications Corp. 12444 Powerscourt Drive, Suite 300 St. Louis, Missouri 63161 Joy.temeyer@aatcommunications.com	TELEPHONE Joy Tiemeyer 517-622-8448
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Maureen Myers <p style="text-align: center;">Antenna Site License Agreement</p>	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **EXTENDED** for five years. The new contract ending date is August 10, 2010. Also, the buyer has been changed to Lisa Morrison.

AAT is offering an additional 10 percent revenues share on all State (managed) sites added after the contract renewal date. The increase will be 70% State and 30% AAT for all State sites added after August 2005.

Change to allow the Project Manager to be a full time AAT employee based in Lansing, however the Commercial Wireless Telecommunications (CWT) will be the primary focus.

Note: This change notice exercises one(1) of two(2) Five-year options.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,300,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 5, 2005

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B0000740
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR AAT Communications Corp. 12444 Powerscourt Drive, Suite 300 St. Louis, Missouri 63161 Joy.temeyer@aatcommunications.com	TELEPHONE Joy Tiemeyer 517-622-8448
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Maureen Myers Antenna Site License Agreement	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED for five years. The new contract ending date is August 10, 2010. Also, the buyer has been changed to Lisa Morrison.

AAT is offering an additional 10 percent revenues share on all State (managed) sites added after the contract renewal date. The increase will be 70% State and 30% AAT for all State sites added after August 2005.

Change to allow the Project Manager to be a full time AAT employee based in Lansing, however the Commercial Wireless Telecommunications (CWT) will be the primary focus.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,300,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 14, 2000

NOTICE
 OF
 CONTRACT NO. 071B0000740
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR AAT Communications Corp. Woodbridge Place 517 Route One South Iselin, NJ 08830 wkenudsen@aatcommunications.com	TELEPHONE William Marraccini (732) 404-9360
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-0462 Christine Michel
Contract Administrator: Maureen Myers <p style="text-align: center;">Antenna Site License Agreement</p>	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #07118001030, this Contract Agreement and the vendor's quote dated 8/3/00. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

TOTAL ESTIMATED CONTRACT REVENUE: \$6,300,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B0000740
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR AAT Communications Corp. Woodbridge Place 577 Route One South Iselin, NJ 08830	TELEPHONE William Marrassini (732) 404-9360 VENDOR NUMBER/MAIL CODE BUYER (517) 335-0462 Christine Michel
Contract Administrator: Maureen Myers <p style="text-align: center;">Antenna Site License Agreement</p>	
CONTRACT PERIOD: From: August 11, 2000 To: August 10, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07118001030, this Contract Agreement and the vendor's quote dated 8/3/00. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
TOTAL ESTIMATED CONTRACT REVENUE: \$6,300,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. __. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature David F. Ancell</p> <hr/> <p style="text-align: center;">Name State Purchasing Director</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**COMMERCIAL WIRELESS TELECOMMUNICATIONS
SITE MANAGEMENT AGREEMENT**

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EXHIBITS

EXHIBIT A – SITE LICENSE AGREEMENT

EXHIBIT B – TOWER CONSTRUCTION LICENSE

EXHIBIT C – ADDITIONAL TSM PROJECT STAFFING

 PROJECT MANAGER

 ADMINISTRATOR

 SITE SURVEYORS

 TECHNICAL SERVICES DIRECTOR

 SALES ACCOUNT MANAGER

EXHIBIT D – DETAILED WORK PLAN OUTLINE

This Commercial Wireless Telecommunications Site Management Agreement ("Agreement") is made on _____, 2000, between the Michigan Department of Management and Budget (DMB), acting on its own behalf and on behalf of the State of Michigan (hereafter collectively "the State"), and AAT Communications Corporation, Inc., a New York corporation (hereafter "AAT"), whose principal office is located at 517 Route One South, Fifth Floor, Iselin, New Jersey 08830;

Whereas, the State owns certain real property, including buildings and structures, throughout Michigan that is managed by, and under the jurisdiction of, various departments of the State, including but not limited to the Department of Management and Budget, Department of Natural Resources, Department of Transportation, and Department of Military and Veterans Affairs that may be usable for commercial wireless telecommunication purposes; and

Whereas, the State wishes to promote the collocation of wireless telecommunication in order to minimize the proliferation of wireless telecommunication towers in the State through such collocation; and

Whereas, the State wishes to retain a Commercial Wireless Telecommunications Site Manager (TSM) to perform certain marketing, Site evaluation and development, sublicensing, revenue collection, and other related Site management services related to the use of State Property by the commercial wireless telecommunication industry, as more fully specified in this Agreement; and

Whereas, AAT desires to perform the commercial wireless telecommunications Site management services specified in this Agreement in accordance with the terms and conditions specified in this Agreement; and

Whereas, AAT recognizes that this Agreement does not constitute a commitment of, or authorization from, the State or any of its departments with respect to the licensing, construction, expansion, operation, or other use for commercial wireless telecommunication purposes of any particular Site or group of Sites owned by the State and that the use of any Site for commercial wireless telecommunication purposes shall be in the sole discretion of the State; and

Whereas, the State recognizes that AAT shall have the exclusive right to market and manage all commercial wireless telecommunications Facilities on State Property subject to all the provisions of this Agreement; and

Whereas, the State recognizes that AAT shall have the exclusive right to construct and own all Towers that are to be constructed on any State Property for commercial wireless telecommunications purposes during the term of this Agreement subject to all the provisions of this Agreement and the contractual obligations existing at the execution of this Agreement; and

Whereas the State recognizes its obligation to work with AAT as the State's commercial wireless telecommunications Site manager under this Agreement and agrees that if the State or any of its departments, in their sole discretion, enter into the licensing, construction, expansion, operation or other use for commercial wireless telecommunications purposes of any particular Site or group of Sites owned by the State or any of its departments, it shall do so subject to the terms and conditions of this Agreement; and

Whereas AAT recognizes that the State shall have the right during the term of this Agreement to construct, operate, own and maintain telecommunications facilities on State Property for any purpose other than commercial wireless telecommunications purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the sufficiency of which the parties acknowledge, the State and AAT hereby agree as follows:

1.
DEFINITIONS

For purposes of this Agreement, the following terms are defined:

- A. Agreement means this Commercial Wireless Telecommunications Site Management Agreement and any renewals or amendments thereof.
- B. All Licensees means TSM Licensees, Existing State Licensees and New State Licensees collectively.
- C. All State Licensees means Existing State Licensees and New State Licensees collectively.
- D. CAD means computer aided design.
- E. Commercial wireless telecommunications purpose means a purpose that is exclusively or predominantly private, rather than public or governmental, in nature. It includes cellular, personal communications services (PCS), paging or other similar commercial wireless telecommunications services provided to third parties.
- F. Confidential Information means any information disclosed by either party to the other party, in writing or as contained in documents, diskettes or any other tangible format including software and databases, that is clearly marked and designated as Confidential or Proprietary. Confidential Information shall not include any information that is in the public domain or is required by law to be disclosed by the receiving party.
- G. Day(s) means business days, Monday through Friday from 8:00 a.m. to 5:00 p.m., inclusive, except for holidays observed by the State.
- H. Environmental Assessment shall mean an assessment conducted in accordance with the then current American Society for Testing and Materials standards for Environmental Assessments, or other appropriate review of the environmental conditions at a Site as may be directed by the State Project Manager.
- I. Environmental Laws hereunder shall mean the statutes referenced in Section 1. (O) - (Q) and 1.(X) below, the Occupational Safety and Health Act, 29 USC 651 et seq, the Hazardous Materials Transportation Act, 49 USC 5101 et seq, any analogous State statutes, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.
- J. Equipment means any equipment owned by a Licensee, the State, or TSM, as the case may be, including without limitation, antennas, dishes, cables, equipment shelters, and any other ancillary structures and equipment installed and/or used at a Facility.
- K. Existing Site License means any agreement between an Existing State Licensee and the State authorizing the Existing State Licensee to use a State Site for wireless telecommunication purposes.
- L. Existing State Licensees means all third parties that are located on State Sites as of the date of full execution of this Agreement pursuant to an Existing Site License, lease, license, permit, easement, or other permission from the State.
- M. Facility or Facilities means any new or existing structure, including but not limited to, Towers, shelters, buildings, cabinets, foundations, and fencing located on or about a Site that is or may be used for commercial wireless telecommunication purposes. The term "Facility" or "Facilities" does not include Equipment.

- N. Gross Revenues means all License Fees and holdover fees paid by all Licensees for the use of Facilities and Sites under license pursuant to this Agreement including any License Fees paid by the State.
- O. Hazardous Condition means the release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance, pollutant or waste under federal, state, or local environmental laws, rules, or regulations. Hazardous Condition includes, but is not limited to, any activity causing, or condition involving the presence in soil, surface water or ground water, of: (i) any Hazardous Waste, Pollutant, or Hazardous Substance as defined in the Resource Conservation and Recovery Act, 42 USC 6901 et seq, as amended (RCRA) and any rule or guideline promulgated thereunder; (ii) any Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 et seq, as amended, (CERCLA) and any rule or guideline promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, 15 USC 2601 et seq, as amended, and any rule or guideline promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, 33 USC 1251 et seq, as amended, and any rule or guideline thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant as defined under the Clean Air Act, 42 USC 7401 et seq, as amended, and any rule or guideline promulgated thereunder; and (ix) any substance or waste regulated under any other applicable environmental law, including but not limited to the Michigan Natural Resource and Environmental Protection Act, MCL 324.101 et seq; MSA 13A.101 et seq (MNREPA), and the Michigan Public Health Code, MCL 333.1101 et seq; MSA 14.15(1101) et seq and any rule or guideline promulgated thereunder.
- P. Hazardous Substances shall be as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 et seq, and any subsequent or amended regulation thereto and as defined in the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq, and any subsequent amendment thereto.
- Q. Hazardous Wastes shall be as defined in the Resource Conservation and Recovery Act, 42 USC 6901 et seq, and any subsequent or amended regulation thereto.
- R. Holdover Fee means a fee that a Licensee pays for any holdover beyond the term of the applicable License.
- S. Interference means any unwanted signals that interfere with the intelligibility of desired signals.
- T. Licensee means a third party carrier or other user of a Facility pursuant to a Site License or Existing Site License granted by the State or in case of a TSM Site, granted by the TSM.
- U. License Fees means the fees that Licensees are required to pay for use of a Site pursuant to a Site License or Existing Site License. License Fees do not include costs of constructing a new Facility or improving an existing Facility, installing Licensee Equipment at a Site, or charges for electricity. License fees include holdover fees.
- V. Management Fee means the amount that the TSM is entitled to receive in connection with New Site Licenses with New State Licensees for State Sites.
- W. New State Licensees means all third party Licensees, excluding any State Agencies, that are located on State Sites after the date of full execution of this Agreement and subject to the terms of the Agreement.
- X. Pollutants shall be as defined in the Federal Water Pollution Control Act, 33 USC 1251 et seq, and any subsequent or amended regulations thereto.

- Y. Replacement Tower means a Commercial Wireless Telecommunications Tower and/or Facilities constructed by the TSM to replace an existing Tower or other Facility pursuant to a Tower Construction License.
- Z. Site means State Sites and TSM Sites collectively.
- AA. Site License means a Site License Agreement, substantially similar to the form shown in Exhibit A attached hereto, authorizing TSM Licensees or New State Licensees to use a Site for Commercial Wireless Telecommunications purposes. The Site License Agreement may be comprised of a Master License Agreement and/or an individual Site License Agreement issued for a particular Site.
- BB. State Agencies means the State of Michigan, including, but not limited to, its departments, agencies, boards, commissions, officers, employees and agents.
- CC. State Project Manager means the person the State designates in writing to manage and administer this Agreement on behalf of the State.
- DD. State Property means all present and future real property owned by and under the control of the State, including all buildings and other structures on such real property. State Property does not include property leased by the State, property owned by the State Building Authority, property owned by any university, college, or community college, or any other parcel or group of property that the State may elect to exclude from Commercial Wireless Telecommunications use during the term of this Agreement. State Property also does not include TSM Facilities and Replacement Towers as set forth in this Agreement.
- EE. State Sites means State Property on which: (i) State-owned Facilities exist at the time of the full execution of this Agreement; and (ii) on which State-owned Facilities are constructed during the term of this Agreement.
- FF. Telecommunications Site Manager or TSM means AAT Communications Corporation (AAT).
- GG. TSM Licensees means all third party Licensees and State Agencies located on TSM Sites pursuant to Tower Construction Licenses between the State and the TSM and Site Licenses between the TSM and said Licensees.
- HH. TSM Project Manager means the person the TSM designates in writing to manage and administer this Agreement on behalf of the TSM.
- II. TSM Sites means State Property on which the TSM constructs, owns and operates a Tower, Facility or a Replacement Tower under a Tower Construction License between the TSM and the State.
- JJ. Tower means a wireless telecommunications tower constructed on State Property.
- KK. Tower Construction License means an executed Tower Construction License in the form shown in Exhibit B authorizing the TSM to construct, own and operate a Tower, Facility or Replacement Tower on a TSM Site.
- LL. Work means the marketing, design, engineering, construction, management, operation and maintenance of Sites and Facilities by TSM pursuant to this Agreement and the Detailed Work Plan to be developed by the TSM pursuant to Section 5 of this Agreement.

2.

KEY RIGHTS AND RESPONSIBILITIES

A. TSM Rights And Responsibilities

1. Subject to the terms, conditions, and approval procedures specified in this Agreement and in any Existing Site Licenses, the TSM shall have the exclusive right and sole responsibility during the term of this Agreement to: (a) actively market, evaluate, develop, manage, and operate Facilities on Sites for commercial wireless telecommunication purposes; (b) construct, operate, and own, at TSM's sole cost and expense, all Towers, Facilities and Replacement Towers that are to be constructed and/or operated for commercial wireless telecommunication purposes on any State Property during the term of this Agreement subject to the TSM's determination in its sole discretion that such Towers, Facilities and Replacement Towers are economically feasible for collocation purposes; (c) negotiate Site Licenses with New State Licensees in consultation with, and subject to the sole approval of, the State; (d) negotiate and enter into Site Licenses with TSM Licensees; (e) collect for the State and TSM revenues from all License Fees or applicable charges and remit to the State the revenues set forth in Section 4 and 6.H during the term of this Agreement, and (f) provide the management services set forth in Sections 5 and 6, and other relevant Sections during the term of this Agreement.

The TSM will have exclusive responsibility and liability for the integrity, safety and maintenance of all TSM Sites.

2. At all TSM Sites, the TSM shall have the unilateral right to license space to TSM Licensees in accordance with the terms and conditions of a Site License executed by TSM and such TSM Licensees and in a manner consistent with, and subject to, this Agreement and the applicable Tower Construction License.

3. Except for Equipment owned by the State or Existing State Licensees, the TSM shall have exclusive responsibility with respect to Licensees' Equipment at all Sites for: (a) frequency coordination and acceptability; (b) establishing standards and practices consistent with, and necessary for, the avoidance or elimination of Interference; (c) engineering specifications; (d) ensuring that such Licensees warrant the structural soundness and integrity of their Equipment at State Sites; (e) structural integrity of TSM Sites; and (f) determining the acceptability of Equipment.

4. In performing its duties under this Agreement, the TSM shall not unreasonably discriminate among providers of functionally equivalent services.

5. The TSM warrants that all licenses, leases, or other agreements between the TSM and any third party, including an affiliate or subsidiary of the TSM, authorizing the third party to use a TSM Site shall be conducted in an arms length manner and that all fees charged such third parties for using TSM Sites shall be at fair market/rental value. The TSM shall disclose in writing to the State all such agreements between the TSM and third parties and all fees charged under such agreements.

6. The exclusive rights granted AAT under this Agreement shall not extend or apply to any existing or future contract for goods or services involving wireless or any other form of telecommunications pertaining to matters of transportation or public health, safety, or welfare interests when the primary purpose of such contract is: (a) the gathering of information or data regarding the status of, or activity occurring on or in the vicinity of, property owned by or under the jurisdiction or control of the State; (b) the transmission of such information or data and related content to persons who use or have an interest in such information or data; or (c) the transmission or exchange of such information or data between the State, or a third party acting under its authority, and any user(s) of such State property.

As to all such communications, the State reserves the right to use whatever persons, facilities, technologies, or contractual arrangements as the State may elect, with no obligation to the TSM in regard thereto. The exclusive rights granted to the TSM under this Agreement do not extend or apply

to any agreement that exists at the time this Agreement is executed or to any renewals or extensions of such agreements.

7. TSM will disclose any agreements it has, or may enter into, with a third party carrier for placement on a Tower owned by TSM, located on private property in the state of Michigan, in writing at least once a year.

8. In fulfilling this Agreement, TSM agrees and warrants that priority shall be given to collocation on all Sites. Every attempt will be made to use existing Facilities where little or no modification is required. TSM will work with the communities to assure any new Site will be as unobtrusive as possible, and located in an area that would be most conducive to collocation.

9. Within three (3) Days of execution of this Agreement, the TSM shall designate a temporary TSM Project Manager. Within thirty (30) Days of execution of this Agreement, the TSM shall designate in writing, a TSM Project Manager. The Director of the DMB or his or her designee shall have a reasonable right of approval for the person the TSM designates as the TSM Project Manager. The TSM Project Manager shall be authorized to act as the sole point of contact for all contractual matters related to this Agreement.

10. Within thirty (30) Days of execution of this Agreement, the TSM will establish an office in Lansing, Michigan. This office will initially be staffed by the TSM Project Manager and administrator, who will, within two weeks after the opening of the office, have the office set up with all the necessary equipment and supplies to implement the Detailed Work Plan. Additional staff will be assigned consistent with Exhibit C.

B. State Rights And Responsibilities

1. During the term of this Agreement, the State shall have the unilateral right to determine, in its sole discretion, whether any State Property, potential Site, or group of potential Sites, may be used for commercial wireless telecommunication purposes under this Agreement. The State shall have the sole right to reject the use of any State Property for commercial wireless telecommunication purposes, and its decision to do so shall be legally final and not subject to judicial review and shall not be grounds for alleging bad faith or impossibility of performance.

2. During the term of this Agreement, the State shall have the right to use all State Property in any manner that is not inconsistent with this Agreement, including operation and maintenance of existing wireless telecommunication systems and construction, operation, and maintenance of new wireless telecommunications systems for purposes other than commercial wireless telecommunication purposes.

3. Within three (3) Days of execution of the Agreement, the State shall designate in writing, the State Project Manager. The State Project Manager shall be authorized to act as the sole point of contact under this Agreement.

3. TERM

A. Initial Term - Five (5) Years. This Agreement shall commence on the date it is executed by the Director of DMB, or his or her designee, and shall continue for five (5) years thereafter. The State shall provide the TSM written notice of such execution within three (3) Days thereafter.

B. Extension Of Term. **Subject to obtaining any approvals required by law, including approval of the Michigan Civil Service Commission, the parties may mutually agree to extend the term of this Agreement for up to five (5) additional five (5) year periods (each period a "Renewal Term") upon the same terms and conditions specified in this Agreement provided that revenue splits and application fees may be renegotiated at the request of either party prior to the commencement of any Renewal Term. The parties may establish performance criteria for the TSM to meet during the term of the Agreement as a condition for renewing the Agreement in addition to any approvals required by the**

State law or this Agreement. Neither party shall have the right to extend the term of this Agreement beyond the initial five (5) year term, or any subsequent Renewal Term, without the written agreement of the other party.

4. COMPENSATION

A. Compensation To TSM For New State Licensees At State Sites

1. Except as provided in Section 4.A.3, the TSM shall be entitled to a Management Fee equal to 40% of the Gross Revenues paid by New State Licensees at a State Site under a Site License during the term of the applicable Site License, as amended and renewed, as compensation for the services rendered under this Agreement for State Sites.

2. Not later than the fifteenth (15th) Day after the end of the month of collection, the TSM shall remit through Electronic Fund Transfer to the State, License Fees collected by the TSM on State Sites minus the TSM Management Fee as provided in Section 4.A.1. The amount paid to the State must be accompanied by a written accounting by Site and Licensee of: monthly License Fees due pursuant to the Site License, monthly License Fees collected and monthly License Fees or other amounts remitted to the State. As provided in Section 6.H.1.d, no write-offs are allowed.

3. If this Agreement is not renewed pursuant to Section 3.B, the TSM shall be entitled to a residual payment on New State Licensees that TSM brought to the State Sites as compensation for the unreimbursed TSM marketing costs as follows:

a. If this Agreement is not renewed after the initial term, TSM is entitled to receive a residual payment equal to 40% of the Gross Revenues paid by New State Licensees at a State Site pursuant to a Site License issued during the term of this Agreement, for five years from the end of the initial term of this Agreement or the remainder of the term, including renewals, of the applicable Site Licenses, whichever is shorter.

b. If this Agreement is not renewed after the first five (5) year Renewal Term, TSM is entitled to receive a residual payment equal to 20% of the Gross Revenues paid by New State Licensees at a State Site pursuant to a Site License issued during the term of this Agreement, for five (5) years from the end of the Renewal Term or the remainder of the term, including renewals, of the applicable Site Licenses, whichever is shorter.

c. If this Agreement is not renewed after the second Renewal Term, TSM is not entitled to any residual payment for any New State Licensees at a State Sites issued during the term of this Agreement.

d. If this Agreement is canceled for cause under Section 29.A, B, E or G, TSM shall not be entitled to any residual payment under this Section 4.A.3.

e. The State shall pay all amounts due to the TSM under this Section 4.A.3 within fifteen (15) Days after the end of the month in which the applicable License Fees were collected.

4. All payments due the TSM from the State under this Section are subject to the receipt of revenues and annual appropriation by the Legislature.

5. This Section 4.A. shall survive the termination or expiration of this Agreement.

B. Compensation To The State For TSM Sites

1. In consideration for the use of State Property pursuant to a Tower Construction License, the State shall be entitled to 30% of the Gross Revenues TSM receives from the TSM Licensees for each TSM Site during the terms of the Site Licenses for such TSM Licensees thereto as either may be amended and renewed for the first twelve (12) years of the Tower Construction License for the

applicable TSM Site and 50% of the Gross Revenues thereafter until the expiration of the Tower Construction License for such TSM Site. Each Tower Construction License shall set forth the above payment requirements and shall survive the termination of this Agreement.

2. The TSM shall collect all License Fees on TSM Sites and shall remit the amount due to the State through Electronic Fund Transfer from such License Fees within fifteen (15) Days after the end of the month in which TSM collected such License Fees. The amount paid to the State must be accompanied by a written accounting by Site and Licensee of: monthly License Fees due pursuant to the Site License, monthly License Fees collected and monthly License Fees or other amounts remitted to the State. See Section 6.H.2.a for provisions on write-offs or waiver of Fees.

3. This Section 4.B shall survive the termination or expiration of this Agreement.

C. No Additional Compensation To TSM.

The TSM shall not be entitled to receive any compensation for the services provided under this Agreement in addition to the compensation specified in Section 4A. above, unless otherwise expressly provided in this Agreement.

**5.
DETAILED WORK PLAN**

A. Within thirty (30) Days following full execution of this Agreement, the TSM shall submit a written, detailed Work plan (Detailed Work Plan) to the State Project Manager for review. The State Project Manager shall notify the TSM in writing within thirty (30) Days whether the proposed Detailed Work Plan has been approved or rejected. If the State Project Manager rejects the proposed Detailed Work Plan, the notice shall state the reasons for doing so. The parties shall thereafter develop a mutually acceptable Detailed Work Plan. This provision is cross-referenced to Section 29.G.

B. Following the State Project Manager's written approval of the Detailed Work Plan, the TSM may not modify, amend, or otherwise deviate from the plan without a written amendment to the plan executed by the TSM and the State Project Manager.

C. The Detailed Work Plan shall, at a minimum include the following items:

All tasks, task responsibilities, procedures, sequences, timeframes and decision points for all procedures for the TSM, the State Project Manager and applicable State Agencies with respect to all of the items set forth in Exhibit D. The Detailed Work Plan will include detailed provisions and descriptions of how the TSM activities will be integrated with those of the DMB One-Stop-Shop and other appropriate State Agencies. The Detailed Work Plan will be used as a guideline for implementing and managing the Work, and will not alter or modify any of the requirements contained in this Agreement.

D. Project Management Requirements

1. The TSM Project Manager and the State Project Manager shall meet in Lansing, Michigan at least every two weeks during the term of this Agreement to discuss and attempt to resolve any issues relating in any manner to this Agreement.

2. The TSM Project Manager shall provide status reports every two weeks on activities and any issues needing the attention of the State to the State's Project Manager. The State Project Manager and the TSM Project Manager shall address any open issues needing their attention within fifteen (15) Days of written notification by either party.

3. The TSM shall provide, as needed, special reports and presentations for the State or Legislature, on the TSM's activities.

6.

DETAILED RESPONSIBILITIES

A. Site Inventory & Database Process

1. The TSM will use its professional expertise to identify and select Sites for potential commercial telecommunications development with input from the State. A list of sites will be developed by the State and the TSM and will be used by the State and TSM to identify, to the extent possible, potential collocation Sites. Such lists may be revised in the future, as agreed to by both parties. These lists are not a Site inventory of qualified Sites.

Within thirty (30) Days following execution of the Agreement, the TSM will place six (6) Site survey coordinators out in the field cataloging the State Properties identified as potential collocation Sites. The information gathered by these coordinators in a Site survey form will be used by the TSM in the TSM's Site Management System Database (TSM Database) of the potential Sites owned by the State.

2. The survey of Sites identified as potential collocation Sites will document the specific attributes of the State Property. In addition, the survey coordinators will provide recommendations on site improvements necessary to accommodate collocation and maximization of the use of each Site for Commercial Wireless Telecommunications purposes. It may also identify potential coverage issues important to the wireless carriers at the Site. The State Project Manager will provide assistance accessing the Sites and as feasible, will provide personnel familiar with the Site.

3. The Site surveys will consist of the following information:

- * Site Survey Form
- * Data Worksheet
- * Site Directions
- * Street Map
- * Photographs
- * USGS Map
- * Additional information required by the TSM or the State

4. Incorporation of Site Data. Site data will be incorporated into the TSM Database. This computer-based data will be made available to the State and TSM personnel on the existing platform. Internet access will be available. All Sites in the TSM Database will be assigned Facility Identification numbers (FID #'s) and a State provided identifier. The State shall have the right and ability to access and download the State Site data incorporated into the TSM Database. The State shall be given notice of all updates to the TSM Database.

B. Marketing Plan And Marketing

1. Within thirty (30) Days following the State's execution of this Agreement, the TSM shall submit a comprehensive marketing plan to the State Project Manager. The State Project Manager shall review the marketing plan and shall notify the TSM in writing no later than thirty (30) Days following its receipt of the marketing plan whether the plan is approved or rejected. If the State Project Manager rejects the marketing plan, the reasons for such rejection shall be provided in writing to the TSM. The parties shall thereafter jointly develop a mutually acceptable marketing plan. The marketing plan must reflect the State's objective that multiple Licensees be collocated on Facilities wherever possible.

2. The marketing plan shall include specific detail regarding marketing techniques to be utilized by TSM. All marketing literature, media releases, direct mail and other marketing materials must be reviewed and approved by the State prior to distribution.

3. The marketing plan shall require the TSM to provide rate sheets reflecting the fair market value fees and any updates on a quarterly basis, to the State Project Manager. The State shall be notified of License Fees charged for all TSM Sites by notifying the State's Project Manager in writing

upon execution of each License. License Fees for State Sites shall be established in the Site License between the State and the Licensee. The TSM may offer discounts to Licensees who can bring additional Licensees to applicable TSM Sites, within a reasonable time frame or to those Licensees who choose multiple Sites. These discounts must be consistent with the published fair market rate sheet provided by TSM to the State.

4. Following the State Project Manager's approval of the marketing plan, the TSM shall take all commercially reasonable steps specified in the marketing plan to actively, diligently, and continuously market Sites to potential Licensees, including, but not limited to, identifying, investigating, contacting, and negotiating with potential Licensees, and taking such other commercially reasonable marketing actions necessary to maximize the amount of License Fees to be collected.

5. The TSM shall provide the State Project Manager with a written marketing report either monthly or at such other frequency that is specified in the marketing plan.

C. Site Access

1. During development of the Detailed Work Plan, and prior to deployment of TSM's Site survey coordinators, a mutually agreeable Site access procedure will be developed, taking into account the specific requirement of State Agencies.

2. The TSM may access Sites only in accordance with the access procedures and/or guidelines established by the State and applicable to such Site. The TSM may not enter upon any other area of State Property that is not generally open to the public without the prior written consent of the State Project Manager, unless the TSM is escorted by the State Project Manager or other State personnel. The TSM shall coordinate access to Sites for the purpose of inspection and evaluation with the State Project Manager and the State Agency having jurisdiction over the Site. The TSM shall fully and strictly comply with any access procedures or protocol specified in writing by the State Project Manager or the State agency having jurisdiction over the Site. The State acknowledges that the TSM shall have the same access rights and all other rights at a particular Site that the Licensees have with respect to such Site under a Site License or Existing Site License.

3. Licensees may access a Site only pursuant to the access procedures and conditions, if any, specified in the Site Licenses or Existing Site Licenses. The TSM shall fully comply with the access procedures and conditions specified in such Licenses.

4. The TSM shall coordinate Site access by Licensees in order to monitor and assure compliance with the procedures and conditions specified in the Site Licenses or Existing Site Licenses at all TSM Sites and all State Sites with New State Licensees.

D. Site Identification And Approval Process

1. Site Identification And Preliminary Review Applicable To All Sites

a. The TSM shall be solely responsible for initial identification of State Property for potential use as a Site under this Agreement. Upon identifying a proposed Site, the TSM Project Manager shall submit to the State Project Manager an Application for Preliminary Site Review (Application) for the proposed Site that specifies the location and size of the proposed Site and the potential access and utility route(s) to the proposed Site. A form entitled Application for Preliminary Site Review will be developed in the Detailed Work Plan usable for all Sites.

b. The State shall use its best efforts to complete its review of the Application for Preliminary Site Review and to notify the TSM Project Manager of its decision to preliminarily approve or deny a Site within thirty (30) Days following receipt of the Application.

c. A decision by the State to approve an Application for Preliminary Site Review, shall not obligate the State to subsequently approve a Site License for a State Site or a Tower Construction License for a TSM Site.

d. The State retains sole discretion over all Sites, and the State's denial of any proposed Site shall be legally final, i.e., not subject to judicial review, and shall not be grounds for alleging bad faith or impossibility of performance.

2. Application For Site License for State Sites

a. Prior to issuance of a Site License for a State Site, the TSM Project Manager shall provide the following information, unless waived in writing, to the State Project Manager, in an Application for a Site License:

- i. An Environmental Assessment, if required by the State, including any data derived from any sampling conducted at the Site signed and sealed by a professional licensed by the State.
- ii. Draft (CAD) Site plans and construction plans.
- iii. Proposed equipment and antenna description, including make, model, height and design specifications.
- iv. Wetland study.
- v. List of local, federal and state approvals, if any, that will be required.
- vi. An analysis, of the load/integrity of the structure on which the antenna or equipment will be mounted signed and sealed by a professional engineer licensed by the State. The engineer shall certify that this analysis meets all engineering standards.
- vii. Proposed route for access and electricity (metered or non-metered.)
- viii. Title Insurance Commitment And Fifty-Year Title Search.
- ix. Boundary survey prepared by a licensed surveyor.
- x. Certification that a Licensee has conducted an intermod study and will eliminate any interference with existing wireless telecommunication equipment and or other systems on or in close proximity to the Site.

b. An Application for a State Site License shall be accompanied by an application fee in the amount of \$250.00 and shall be filed with the State Project Manager. The application fee shall be paid by certified check and shall be made payable to the State of Michigan.

3. Application For Tower Construction License for TSM Sites

a. Prior to any proposed construction of a Facility at or on a Site, the TSM shall provide the State Project Manager with an Application for a Tower Construction License that shall include all the following information, unless waived in writing by the State Project Manager:

- i. An Environmental Assessment including any data derived from any sampling conducted at the Site signed and sealed by a professional licensed by the State.
- ii. Draft (CAD) Site plans and construction.
- iii. Proposed Tower description, including height and design specifications, wind resistance, number of Licensees to be accommodated and anticipated revenues based upon an economic feasibility study.
- iv. Wetland study.

- v. List of local, federal and state approvals if any that will be required.
- vi. An analysis of the structural load/integrity of the structure signed and sealed by a professional engineer licensed by the State of Michigan. The engineer shall certify that the structure meets all engineering standards.
- vii. Proposed route for access and electricity (metered or non-metered.)
- viii. Title Insurance Commitment and Fifty-Year Title Search.
 - ix. Certification that a Licensee has conducted an intermod study and will eliminate any interference with existing wireless telecommunication equipment or other systems on or in close proximity to the Site.
- b. An Application for a Tower Construction License shall be accompanied by an application fee in the amount of \$1,000.00 and shall be filed with the State Project Manager. The application fee shall be paid by certified check and shall be made payable to the State of Michigan.

4. Application Review

The State shall use its best efforts to complete its review of an Application for a State Site within thirty (30) Days and for a TSM Site within two (2) to four (4) months following receipt of a complete Application. Upon completing its review, the State shall promptly notify the TSM Project Manager in writing whether the State approves or disapproves the Application and any conditions placed upon the use of the Site.

5. Approval or Denial of an Application

- a. The State's approval of the Application shall be considered approval of any of the above-required materials. The State has the right to waive any or all of the above-required materials in writing. The State shall have sole and final approval of all applications for New State Licenses or Tower Construction License submitted to the State pursuant to this Agreement. Issues the State may consider in determining whether to issue a Site License or Tower Construction License include, but are not limited to, compatibility of the proposed use with existing and future uses of the Site and property in the vicinity of the Site, the mission of the State Agency under whose jurisdiction the Site is located, the public health, safety, and welfare of the State, and the potential revenue. A decision by the State to deny an Application for a Site License or Tower Construction License shall be legally final and not subject to judicial review.
- b. The terms of the Site Licenses shall be for not more than 10 years with two five-year extensions for State Sites.
- c. The term of a Tower Construction License shall be for not more than 20 years with two five-year extensions, with such extensions at the TSM's sole option.
- d. If the Site is not available for the maximum term allowed under sub-sections 5.b. and c., the State shall notify the TSM of the available term length prior to denial of the Application. Within ten (10) Days of the State's notice, TSM, at its option, may proceed with the Application with the shorter term upon written notice to the State.

6. Requirements After Issuance of a Site License For State Sites

Following execution of a Site License for a State Site, but not later than ten (10) Days prior to any proposed construction or installation of Equipment on a Site pursuant to a Site License approved by the State in accordance with Sections 6.D.2 and 6.D.5 above, the TSM Project Manager shall obtain from the New State Licensee and provide to the State Project Manager the following additional information in writing and in an electronic format as reasonably specified by the State Project Manager:

- a. Final Site plans, construction or installation plans signed and sealed by a professional engineer licensed by the State certifying that it meets all engineering standards.
- b. A schedule of construction or installation.
- c. Names of contractors who will fabricate and erect and/or install Equipment.
- d. The approximate construction and installation costs of the Equipment, if required by the State Project Manager.
- e. Copy of any and all permits required by law.
- f. Final "As Built" drawings, at the completion of the construction or installation.

7. Requirements After Issuance of a Tower Construction License for TSM Sites

Following execution of an individual Tower Construction License for a TSM Facility, but not later than fifteen (15) Days prior to any proposed construction or installation of a Facility on a TSM Site approved by the State in accordance with Section 6.D above, the TSM Project Manager shall provide to the State Project Manager the following additional information in writing and in an electronic format as reasonably specified by the State Project Manager:

- a. Final Site plans, construction plans and Tower description signed and sealed by a professional engineer licensed by the State of Michigan.
- b. The construction schedule.
- c. Names of contractors who will fabricate and erect the Tower equipment building and/or install Equipment.
- d. A certified boundary line survey by a surveyor licensed by the State of Michigan.
- e. The number of equipment buildings.
- f. Description of any security measures.
- g. A list of any State Agency equipment the State requested be accommodated, the elevation, and installation specifications.
- h. Insurance Certificates.
- i. Copy of any and all permits required by law.
- j. If applicable, documentation showing that the fuel tank for the generator is an above ground unit that has been approved by both the State Agency having jurisdiction over such tanks and by the State Project Manager.
- k. Final "As Built" drawings, at the completion of the construction or installation.

8. Except as otherwise provided, the TSM shall bear the cost of preparing all the information required under Section 6.D.3 and 7.

9. Upon the State's issuance of a Site License, or Tower Construction License authorizing use of a Site, the New State Licensee or the TSM may develop and use the Site in the manner authorized in the Site License or Tower Construction License, as the case may be. No Site may be developed or utilized unless the State has issued a Site License or Tower Construction License authorizing use of the Site.

10. The TSM shall have no right to issue a Site License on a State Site. All Site Licenses authorizing use of State Sites shall be executed by the State and the State Licensee. The TSM shall be solely responsible for the negotiation, issuance and management of any and all Site Licenses on any TSM Site subject to this Agreement and the applicable Tower Construction License. The TSM and the State shall act within a reasonable period of time on any requests from Licensees for authorization to install or modify Licensees' Equipment at a Site or Facility. Any decision by the TSM and/or the State to deny a Licensee's request to install or modify its Equipment at a Facility shall be in writing.

11. Environmental Contamination

Any Site with environmental contamination exceeding the residential criteria for any contaminant established by the Michigan Department of Environmental Quality shall not be licensed pursuant to this Agreement. Either the State or the TSM may reject a proposed Site based on the findings of the Environmental Assessment.

E. Frequency Coordination

1. The TSM shall coordinate the use of all frequencies, Equipment and necessary structures of New State Licensees and TSM Licensees in order to prevent Interference with the State's or Existing State Licensee's Equipment at a Site and to ensure compliance with FCC requirements with respect to systems on or in close proximity to the Site.

2. The TSM shall ensure that the Site License provides for the reasonable elimination of any Interference that develops with Equipment owned by the State or any Licensee that has been installed at the Site prior to the installation of the offending Equipment. The Site License shall provide that, if the Interference cannot be corrected, the interfering Licensee shall stop operation of the Equipment until such time as the Interference is eliminated.

3. In the event that the State or an Existing State Licensee desires to modify or otherwise change its Equipment or frequency, the State shall coordinate such change with the TSM so as to not interfere with the Equipment, systems or operations of other Licensees at or in close proximity to the Site. The TSM shall make recommendations to the State as to how to eliminate any Interference that develops.

F. Construction Of Facilities And Replacement Towers At TSM Sites

1. The TSM, in its sole discretion and at its sole cost, may construct approved Facilities and a Replacement Tower that TSM has determined to be economically feasible for collocation purposes for the Site in accordance with the Tower Construction License for the Site obtained pursuant to Section 6.D.

2. Upon completing construction of a Facility or Replacement Tower on a TSM Site, the TSM shall provide, at its cost, the State Project Manager with three (3) complete sets of as-built Site plans and CAD drawings, stamped by a professional engineer licensed by the State certifying that it meets all engineering standards, detailing the Tower construction and all Site improvements. The TSM shall also provide the State Project Manager with an electronic version of this documentation in a format specified by the State Project Manager.

3. In the event that the State authorizes TSM to construct a Replacement Tower, the TSM, in its sole discretion and at its sole cost, shall have the responsibility of constructing and installing a

Replacement Tower on a TSM Site that it deems economically feasible for collocation purposes. The TSM shall dismantle the old Tower within sixty (60) Days after completing construction of a Replacement Tower and relocation of all applicable Licensees. In the case of a Replacement Tower for a State Site, the TSM shall dispose of the old Tower from the State Site upon such terms and conditions as the State Project Manager may reasonably prescribe. The TSM shall be responsible for any and all costs associated with: (1) dismantling, (2) removing or altering of the old foundation, (3) moving the old Tower structure to any other location, (4) disposal and (5) any other customary costs associated with dismantling the old Tower.

4. The TSM acknowledges that time is of the essence in moving the State's Equipment from an old Tower to a Replacement Tower upon completion of the Replacement Tower and shall fully cooperate with the State and all Licensees in relocating and installing their Equipment on the Replacement Tower. The TSM shall use all commercially reasonable efforts to minimize any "downtime" associated with relocating the State's and any Existing Licensee's Equipment on the Replacement Tower.

5. The TSM shall bear the cost of relocating and installing Equipment owned by the State and all Licensees from an existing Facility to a Replacement Tower.

G. Maintenance And Repairs

1. State Sites

After a New State Licensee installs its Equipment, the TSM shall monitor each Site License on a State Site to assure that each Licensee remains in compliance with generally accepted engineering practices, all applicable FCC/FAA rules and all other applicable Federal, State and local laws, rules and regulations. The TSM shall make recommendations with regard to repairs necessary to keep the Site and access route in good and tenable condition to remain in compliance with generally accepted engineering practices, all applicable FCC/FAA rules and all other Federal, State and local laws and regulations. TSM will do on-site inspections of each Site at least once a year, and will make notations of any repairs or upgrades needed at each Site. The State shall maintain responsibility for such compliance and shall maintain sole discretion over such maintenance and repairs. The TSM's responsibility as to the State or any Existing State Licensee at a specific State Site begins upon the installation of a New State Licensee at that Site. The State shall maintain final approval of all standards and/or practices for State Sites and shall have the sole right to enforce the requirements of the Site Licenses for a State Site.

2. TSM Sites

The TSM will have exclusive responsibility and liability for the integrity, safety and maintenance of all TSM Facilities. The TSM, at its sole expense, shall be responsible for performing all repairs necessary to keep improvements on the TSM Sites and easements or other access to the TSM Sites in good and tenable condition including such maintenance, alterations, additions or improvements reasonably necessary to remain in compliance with generally accepted engineering practices, all applicable FCC/FAA Rules, and all other applicable federal, state and local laws, rules and regulations. The TSM shall have the right to enforce the requirements of any Site Licenses for a TSM Site.

H. Collection And Payment Of License Fees

1. State Sites

a. All Site Licenses for New State Licensees shall identify the TSM as the party responsible for the invoicing, collection and monitoring of License Fees. The TSM shall perform all invoicing and collection of License Fees of New State Licensees on behalf of the State, including all commercially reasonable actions approved by the State necessary to secure collection from past due payments. The TSM has no responsibility for the invoicing, collection and monitoring of License Fees of Existing State Licensees.

b. The TSM shall remit to the State all License Fees due for that month for all New State Licensees, in accordance with the provisions of Section 4.A. The amount paid to the State must be accompanied by a

written accounting by Site and Licensee of: License Fees due, License Fees collected and License Fees remitted to the State. As provided in Section 6.H.1.d, no write-offs are allowed.

- c. All records supporting the monthly reports are subject to audit pursuant to Section 20.
- d. The TSM may not write-off, compromise, or waive any past due License Fees on State Sites.

2. TSM Sites

a. All TSM Site Licenses shall identify the TSM as the owner of the Facility on such TSM Site. The TSM shall perform all invoicing and collection of License Fees on TSM Sites. TSM shall provide to the State a detailed description of all write-offs, compromises or waivers of any TSM License Fees which are under \$1,000 per TSM Site per month. All write-offs, compromises or waivers of TSM License Fees greater than \$1,000 per month per TSM Sites shall be jointly discussed and approved in writing by the State and AAT prior to such write-offs. The State's approval shall not be unreasonably withheld.

b. TSM shall remit to the State License Fees due for the month in accordance with the provisions of Section 4.B. The amount paid to the State must be accompanied by a written accounting by Site and Licensee of: License Fees due, License Fees collected and License Fees remitted to the State.

c. All records supporting the monthly reports are subject to audit pursuant to Section 20.

d. Copies of each Site License, between the TSM and TSM Licensees shall be provided to the State Project Manager.

7. USE OF SITES

A. All Sites

1. All State Sites and TSM Sites shall be used by Licensees and TSM only for the installation, operation, maintenance, and replacement of the Equipment, along with associated other passive or active electronic equipment and mounting structures, including Towers and Equipment shelters, as specified in the Site Licenses, Tower Construction Licenses or Existing Site Licenses.

2. Any uses not specifically authorized in this Agreement, Site License, or Tower Construction License shall not be implemented without the State's prior written approval.

3. TSM shall have the right to issue Site Licenses to TSM Licensees at its sole discretion in a manner consistent with this Agreement and applicable Tower Construction License. No term of a License for a TSM Site shall be longer than the term, including renewals, of the Tower Construction License for that TSM Site.

4. The TSM shall provide New State Licensees and TSM Licensees with a list of requirements for the particular Site prior to any installation of Equipment by such Licensees. The TSM shall be responsible for ensuring that the Equipment installed complies with such requirements.

B. State's Use Of Sites

1. State's Rights to Install. Subject to the terms of this Section, the State shall have the right at all times to have State Equipment installed upon TSM Facilities subject to space availability, capacity, technical compatibility, the execution of a reasonable Site License, and the rights of, or commitment to, any then existing TSM Licensee or pending TSM Licensee under active negotiations

evidenced by written documentation ("the Installation Criteria"). (State Equipment includes, but is not limited to, any Equipment to be used as part of a State communications system.)

2. If the State notifies TSM on or before the date the Tower Construction License is issued ("the Notice Reservation Period") of the State's intention to have State Equipment installed on a Tower to be constructed on the Site and TSM determines, in accordance with the criteria set forth in Section 7.B.1 above, that such request can be accommodated, then TSM shall reserve the applicable space on the Tower for a period of one (1) year from the date the Tower is constructed and ready for installation of Equipment ("the Space Reservation Period"). If the State does not have its Equipment installed on the Tower during the Space Reservation Period, then TSM shall have no further obligation to reserve that space for State Equipment.

3. Regardless of whether the State notifies TSM during the Notice Reservation Period of the State's intention to have State Equipment installed on the Tower, the State, at any time, may request that State Equipment be installed upon the Tower. The State Project Manager must notify TSM in writing of the State's desire to place State Equipment on the Tower at the Site. The notice shall include the approximate type and size of such State Equipment, the approximate elevation at which such State Equipment would be installed, and the approximate location where any applicable shelter would be installed. TSM shall review the request based on the Installation Criteria and shall notify the State Project Manager within thirty (30) Days whether it can accommodate such request. TSM shall use its best efforts to accommodate the State's request to place State Equipment on the Site. If TSM disapproves any installation based on a determination that it will likely cause material Interference with the operation of any existing Sublicensee Equipment, TSM shall not install the State Equipment until the parties mutually agree that the predicted Interference can be eliminated and upon the method for eliminating such Interference.

4. Subject to Sections 7.B.1, 2, and 3, TSM shall use its best efforts to accommodate installation of the State's Equipment within sixty (60) Days after notice from the State Project Manager of the proposed installation. The State shall either pay TSM a commercially reasonable fee to have the State Equipment installed on the Tower or may select a third party to install the State Equipment at the State's sole cost.

5. The TSM shall, on behalf of and at no cost to the State, make any customary improvements and/or take customary measures that are necessary to accommodate the State's use for telecommunications purposes of a TSM Site only, provided that: (i) such improvements and measures are similar to improvements or measures provided at no charge to other TSM Licensees at the applicable Site; and (ii) such improvements are identified before construction of the Facility at the TSM Site commences. The State shall bear the cost of any such improvements or measures at State Sites for its Equipment.

6. The TSM shall use its best efforts to install Equipment owned by the State within sixty (60) Days after notice from the State of the proposed installation subject to the terms of Section 7.B.4 above.

7. Fees

a. Subject to Section 7.B.1 above, the State shall have the right to have its Equipment installed at State Sites and shall not be required to pay the TSM any License Fee in connection with such use.

b. The State shall have the right to have its Equipment installed at any elevation on any TSM Site subject to Section 7.B.1 above and the terms of this Agreement, provided that the State executes a reasonable Site License with the TSM. The State shall not be required to pay the TSM any License Fee to use a TSM Site for telecommunications purposes if the State notifies the TSM of its intention to have the Equipment installed at the TSM Site in accordance with Section 7.B.2. In the event the State does not timely provide the TSM with notice of the State's intention to install Equipment at the TSM Site pursuant to Section 7.B.2, or the State,

after giving notice pursuant to Section 7.B.2, fails to install its Equipment within one (1) year from the date the Facility or Replacement Tower is constructed and ready for installation of Equipment, the State shall thereafter be required to pay the TSM a reasonable market rate license fee, subject to a 25% discount, to use the TSM Site. The License Fees paid by the State shall be included in Gross Revenues.

c. Except for the relocation of Equipment owned by the State under Section 6.F.5, the State shall pay the TSM a commercially reasonable fee to have Equipment owned by the State installed at all Facilities. The State shall have the right to select a third party, at the State's sole cost, to facilitate the State's installation of Equipment.

C. Existing State Licensees

1. This Agreement shall not limit, alter, or otherwise affect in any respect, except as specifically provided for in this Agreement: (i) the State's rights or relationship with any Existing State Licensees or any State Agency; or (ii) the right of any Existing State Licensee to renew an Existing Site License.

2. This Agreement is subject to all of the State's Existing Site Licenses and existing leases and permits with Existing State Licensees and shall not limit, alter, or affect the State's right to renew or extend the term of an Existing Site License or other existing lease or permit with any Existing State Licensees or State Agency upon the same terms and conditions and at the same frequency.

3. At the State's request, the TSM shall use reasonable efforts to enforce the terms of an Existing Site License in connection with TSM's management responsibilities under this Agreement provided that the State first gives notice to Existing State Licensees of the TSM's status as managing State Sites. Notwithstanding the foregoing, the State acknowledges that the TSM shall have no responsibility or liability in the event that an Existing State Licensee fails to comply with the terms of an Existing Site License. The State further acknowledges that the TSM shall have no responsibility or liability for the contents or performance of an Existing Site License.

D. Relocation Due To Construction Of A Replacement Tower

In the event the TSM constructs a Replacement Tower under Section 6.F, the TSM shall be solely responsible for the cost of relocating and reinstalling the Equipment of the State and any Licensees from the existing Facility to the Replacement Tower. The State shall have the right to select a third party at the State's sole cost to facilitate these installs.

8.

COMPLIANCE WITH LAWS

A. In performing this Agreement, the TSM shall fully and strictly comply with all applicable local, State and federal laws, rules, and regulations pertaining to the Work.

B. The TSM shall obtain, and shall require its contractors, and all Licensees obtain, all permits, certificates and other approvals required by law or regulation to fulfill its obligations under this Agreement. The TSM shall provide copies of all such documentation to the State.

C. In the event the TSM erects a Facility or Replacement Tower on a TSM Site, the TSM shall be solely responsible for maintaining the Facility or Replacement Tower and for ensuring that it is operated in compliance with all existing lighting and painting rules and requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") and the Michigan Tall Structures Act.

D. The TSM and/or the Licensees shall place warning signs and do whatever else is reasonably necessary to comply with applicable safety standards, including, but not limited to, electromagnetic-energy (EME) safety standards as set forth in applicable local, State and federal laws, rules, regulations related to their use of a Site.

9.
SITE CONDITIONS

A. Except as set forth herein, the State makes no representation or warranty, either express or implied, to the TSM regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Sites, and the TSM's use of the Sites shall be on an "as is" basis.

B. The TSM shall be solely responsible for all costs it incurs to review, inspect and assess potential Sites and shall make no claim against the State for any costs, damages, or expenses arising from the condition of the Site or its suitability for Commercial Wireless Telecommunications purposes.

C. The TSM shall promptly notify the State in writing upon learning of the following conditions and before disturbing such conditions: (i) any Hazardous Condition at the Site such that remediation may be required pursuant to any applicable laws, rules or regulations or (ii) any unusual physical condition at the Site that differs materially from those ordinarily encountered and generally recognized by the TSM as inherent in work of the character provided for in this Agreement.

D. Either the State or the TSM may reject a proposed Site based on the findings of an Environmental Assessment. The parties agree that Site Licenses will not be granted for any Site that has a Hazardous Condition unless mutually agreed in writing.

10.
RELOCATION AND REMOVAL OF FACILITY AND EQUIPMENT

A. If a Facility is required to be removed, relocated or replaced due to the order of any court or governmental regulatory agency or requested to be replaced by TSM, the TSM shall work with the State and the Licensees to perform such removal, relocation or replacement at no cost to the State. In the case of TSM Facilities, removal, relocation or replacement shall be governed by the Tower Construction License and shall be at the sole expense of the TSM as provided for in the terms of the Tower Construction License.

B. The State shall have the right, upon six months written notice, to require a Licensee under State License, or the TSM under a Tower Construction License to remove and/or relocate a Facility or Equipment due to the operational needs of the State to use the State Property for governmental purposes to construct, improve or alter any physical structure owned or operated by the State on the State Property where such construction, improvement or alteration would be prevented or materially impaired by the physical presence of the Facility or Equipment. The Site License and the Tower Construction Agreement shall provide for the State's right to require removal and or relocation. All costs associated with relocation will be the TSM's or the Licensee's responsibility. The State will use its best efforts to find an alternative Site if it becomes necessary to use the Site for governmental purposes. State Licenses shall provide for termination without compensation if alternative State Sites are not available. The Tower Construction License shall provide that Tower Construction License shall terminate if alternative Sites are not available.

C. Notwithstanding Section 10.B above, the State shall have the right, with six months written notice, to require a Licensee under Site License for State Sites or the TSM under a Tower Construction License to remove and relocate a Facility or Equipment due to the sale or discontinued use of the Facility or State Property. The State will use its best efforts to find an alternative Site. For TSM Sites, if an alternative site is available, the State shall bear the TSM's cost of relocation as follows: (1) for years one through five after construction, 100%; (2) for years six through ten, 50%; and (3) years eleven and later, 0%. Site Licenses for State Sites shall provide for termination without compensation regardless of whether an alternative Site is available. The Tower Construction License shall provide that the Tower Construction License shall terminate if an alternative State Site is not available, and the TSM shall be entitled to compensation upon such termination equal to the depreciated construction costs of the TSM Facility. If the State sells the Site to the TSM for fair market value, the TSM shall not be entitled to any compensation under this sub-section.

D. If TSM requests the relocation or replacement of a Facility, and such request is approved by the State, TSM shall be responsible for all costs related to the relocation or replacement of the Facility.

E. The TSM may not relocate a Facility after installation without prior written approval from the State Project Manager, which approval shall not be unreasonably withheld. Any relocation is subject to the State Site application and approval process.

F. The TSM shall obtain all necessary permits and an approved Tower Construction License prior to commencing such relocation or removal.

G. Termination By TSM for Commercial Reasons.

1. Subject to TSM's obligations under this Agreement, if at any time during the term of a Tower Construction License, it becomes commercially inadvisable or technologically impractical in TSM's reasonable business judgment for TSM to utilize a particular TSM Site, or if any required certificate, permit, license or approval is denied, canceled or otherwise terminated due to circumstances beyond TSM's reasonable control and, as a result, TSM is unable to use the TSM Site for its intended purpose, TSM may terminate the Tower Construction License. In such event, TSM shall provide State with a minimum of six months prior written notice of TSM's intent to terminate the Tower Construction License.

2. In the event the TSM terminates a Tower Construction License under Section G.1 above, TSM shall, at the time notice of termination is given, pay the State a termination fee (the "Termination Fee") in an amount calculated as follows: $TF = ALF - PRE$. TF is the Termination Fee to be calculated hereunder; ALF is the aggregate amount of License Fees that would have been due the State for the Site in question for a period of one year following the termination date; and PRE is the amount, if any, of prepaid License Fees for such Site that are allocable to the period of time on or after the Termination Date.

The Termination Fee shall be paid to the State in the same manner as required in his Agreement for License Fees for the TSM Site in question for the period of time on and after the effective date of the termination.

**11.
TAXES AND FEES**

A. Obligation to Pay Taxes.

TSM covenants and agrees to pay from the execution of the Tower Construction License and throughout the duration of this Agreement, and before any fine, penalty or costs shall be added thereto for nonpayment thereof, all property taxes, impositions and assessments for the use of the TSM Site, ordinary or extraordinary, foreseen or unforeseen, which are properly levied or assessed against the TSM Site and all improvements constructed thereon and which become payable during the term hereof, if any. The TSM shall be responsible for and shall timely pay: (1) all ad valorem property taxes imposed under the General Property Tax Act (GPA) 1893 PA 206, MCL 211.1, et seq., or any subsequent act of the legislature, upon the real or tangible personal property licensed under provisions of this Agreement; (2) all taxes imposed under provisions of 1953 PA 189, MCL 211.181, or any subsequent act of the legislature upon the TSM for the use of the TSM Site. Nothing in this Agreement shall require TSM to pay any taxes on State Sites or on State Property except TSM Sites and then only such State Property identified in the applicable Tower Construction License.

B. Evidence of Payment.

Upon the State Project Manager's written request, TSM shall furnish written evidence of the payment of said taxes, governmental impositions, special assessments, levy or general assessments (all of which may sometimes collectively be referred to in this Agreement as "impositions" or "Impositions") to the State Project Manager within thirty (30) days of such request. However, if any assessments, special and/or general, are assessed or levied against the TSM Site and improvements during such time as this Agreement is in force and

effect, and payment thereof is permitted or provided to be made in installments over a period of years, TSM shall be obligated to pay only those installments which are required to be paid during such time as the Tower Construction License for such TSM Site is in force and effect.

C. TSM's Right to Contest.

If TSM, in good faith, shall desire to contest the validity or amount of any tax, governmental imposition, levy, special or general assessment or other Imposition herein agreed to be paid by it, TSM shall notify the State Project Manager in writing of its intention to contest the same, and TSM shall not be required to pay, discharge or remove such tax, governmental imposition, levy, or special or general assessment so long as it shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate proceedings, in its own name or in the name of the State (the latter only after approval by the Attorney General; provided that in those instances where the contested tax is, by law, imposed upon the TSM, prior approval of the Attorney General is not required and the suit should be brought in the name of the TSM, rather than the State of Michigan.) If any such proceeding is pending, the State shall not have the right to pay, remove or discharge any such tax, governmental imposition, levy, special or general assessment or other Imposition thereby contested, and such delay of the TSM in paying the same until final determination of such disputed matter shall not be deemed a default under the terms and conditions of this Agreement and the Tower Construction License. If the TSM's failure to pay in accordance with the terms of this Section 11.C. exposes the applicable State Property to sale for such nonpayment, the TSM shall pay, under protest, reserving TSM's rights hereunder, any such tax, governmental imposition, levy, or special or general assessment. If TSM fails to pay, the State shall have the right to do so and upon such payment by the State, under protest, the TSM shall, immediately after proof of such payment shall have been submitted to it by the State, and on demand therefore, pay the State the amount of any such payment so made by the State. TSM shall have the right, if permitted by law, to pay under protest any Impositions and reserve its right under this Agreement. At its option, the State may withhold this amount from any payment due for the management services under this Agreement.

D. Refunds.

The State further covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition, levy, or special or general assessments paid by TSM under the provisions of this Agreement or Tower Construction License, such refund or rebate shall belong to TSM. Any such refunds or rebates that are received by the State shall be trust funds and shall be paid to TSM within fifteen (15) Days of receipt by the State. The State shall, on request of TSM, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to TSM such refund or rebate as received by the State.

E. Proration.

Except as otherwise specified in this Agreement, the property taxes, governmental impositions, special and general assessments and other Impositions becoming payable during the term of the applicable Tower Construction License will be paid by TSM in full. The State will not be responsible for any taxes or assessments still owing at the end of the Agreement term. The State shall remain responsible, nonetheless, for any taxes imposed under Michigan law which are not the personal obligation of the TSM as the owner, occupant or user of tax exempt properties, in particular, under the provisions of 1953 PA 189 or 1893 PA 206, § 8, or any subsequent act of the legislature.

In the final year of the Agreement, if the legislature or the people of the State of Michigan remove the tax exempt status enjoyed by property owned by the State of Michigan, the State would be obligated to pay its prorated portion of the real property taxes for the last calendar year. Proration shall be based on the calendar year nature of the property taxes. In other words, TSM will be responsible for that portion of taxes which is equal to the number of days in the period from January 1 through and inclusive of the last day of occupancy, divided by the number of days in that calendar year. This proration shall be carried out regardless of the manner in which the TSM and the State are billed for the taxes.

12. UTILITIES

A. The State shall not be liable for utility charges incurred by Licensees, or the TSM.

1. Subject to the provisions of this Agreement, TSM shall contract in its own name, and fully and promptly pay for all water, gas, heat, light, power and telephone services and any other public utilities of every kind that TSM desires to be furnished to TSM Site(s) throughout the Term of this Agreement.

2. TSM shall pay or cause to be paid all expenses of heat, light, and water or for the setting and repairing of meters in and for any Facilities and Replacement Towers at TSM Sites.

B. Neither the TSM nor any Licensee may authorize a utility company to place a utility line on a Site or other State Property. Only the State Agency having jurisdiction over the State Property may authorize use of the land for utility purposes. Any utility company shall obtain an easement or permit from the State prior to any installation, maintenance and/or repair.

C. The State shall be responsible for paying for the utilities consumed by the State in operating its Equipment on any Site. The State shall also be responsible for all costs associated with separate metering of its electrical use and the installation and operation of backup generators at the Site that the State determines is necessary with respect to its Equipment. The State shall not be liable for utility charges incurred by Licensees or the TSM. At its option, the State may prorate utility consumption among State Licensees.

D. The Site Licenses for New State Licensees and TSM Licensees shall require such Licensees to have electrical current meters installed at each applicable Site unless the Site License specifically provides otherwise. The State shall have no liability for the cost of installing, maintaining, replacing or removing such meters. The cost of installing, maintaining and repairing such meters and all corresponding utility charges shall be the responsibility of the New State Licensees, the TSM Licensees, or the TSM, as the case may be.

E. The Existing State Licensees at State Sites shall be responsible for paying all of their utilities consumed in operating their Equipment at such Sites. The Existing State Licensees shall also be responsible for all costs associated with separate metering of their electrical use and the installation and operation of backup generators that the Existing State Licensees determine are necessary with respect to their equipment.

13. SECURITY AT TSM SITES

Subject to the State's approval, which approval shall not be unreasonably withheld, the TSM, at its sole cost, shall either construct and maintain a fence with a locked gate around any TSM Facility or Replacement Tower at the TSM Sites or shall undertake other appropriate means to restrict access thereto. The TSM shall promptly provide a key or access code to the State at no cost to the State.

14. LANDSCAPING AT TSM SITES

A. The TSM shall develop a landscaping plan for each TSM Site that minimizes the visual impact of each proposed Facility and is consistent with the Tower Construction License. The TSM shall obtain the State Project Manager's written approval of the landscaping plan prior to implementing the plan at a Site. The State Project Manager may require the TSM to make reasonable modifications to any landscaping plan to address reasonable public concerns.

B. The TSM shall maintain and, to the extent reasonable in light of the proper design, operation and maintenance of the Facility, preserve the aesthetic appearance of any TSM Site, and shall implement reasonable measures to preserve and maintain the aesthetic or historic integrity of a TSM Site.

C. Upon completion of a new TSM Site, the TSM shall promptly restore all disturbed areas as nearly as possible to their original condition or as set forth in the Tower Construction License.

15.
LOCAL ZONING AND PLANNING

A. The State desires to maintain a positive relationship with its political subdivisions. The TSM, at its sole cost, shall be responsible for providing reasonably required public relations including, but not limited to, public notices and meetings to determine and respond to local concerns about proposed Facilities. The TSM shall develop plans in the Detailed Work Plan to address such concerns.

B. The TSM shall be solely responsible for ensuring that TSM Sites and TSM Licensees comply with local zoning ordinances and shall be solely responsible for the costs of obtaining any necessary approvals or permits. TSM recognizes that the State has no responsibility to obtain local zoning approval for any Site.

C. The TSM shall promptly notify the State Project Manager of any local concerns, opposition to, or support of, a Site or Facility of which it becomes aware. The State shall promptly notify TSM of any local concerns, opposition to, or support for, a Facility of which it becomes aware. The TSM shall provide the State Project Manager with a written copy of a plan to address any such concerns or opposition at least ten (10) Days prior to any release or disclosure.

16.
INSPECTION OF TSM SITES BY THE STATE

The State shall have the right at all reasonable times during business hours following five (5) Days advance written notice to inspect the Facilities at all stages at the TSM Sites. The TSM, at its sole cost, shall provide for a professional inspection of all TSM Sites under this Agreement every five (5) years after the date of construction of a Facility on a TSM Site. Inspections shall be performed by firms with at least three (3) years of inspection experience and shall be in accordance with ANSI EIA/TIA-222-E. When a Facility on a TSM Site has reached fifty percent (50%) of the capacity for which it was originally designed, TSM shall have a structural analysis of the Facility performed prior to installing any additional Licensee's Equipment. The TSM shall promptly provide a copy of the results of the inspections and structural analysis to the State at no cost to the State. Thereafter, the TSM may continue to have Licensee's Equipment installed at the Facility in accordance with the original design capacity or any modifications thereto as required in the results of the structural analysis.

17.
ENVIRONMENTAL

A. The TSM, at its sole expense, shall fully comply with all applicable federal, state, and local Environmental Laws, rules, regulations, and ordinances.

B. Neither TSM, the State nor a Licensee shall bring onto any Site, Facility, or other State Property any Hazardous Substance, Hazardous Waste, Pollutant, asbestos, polychlorinated biphenyls (PCBs), petroleum product, or other fuel (collectively "Environmental Hazards") without the prior written consent of the State Project Manager, except as same is contained in any vehicle, cleaning product or back-up power unit or generator brought onto the Site, Facility or State Property in the pursuance of the TSM's duties and obligations hereunder or in the ordinary course of business. The TSM shall not construct, or cause to be constructed, any type of underground storage tank system on any Site without obtaining the prior written approval of the State Project Manager. Any underground storage tank system that is constructed at a Site shall meet all applicable State standards. The TSM shall be solely responsible for ensuring compliance of such underground storage tank systems constructed on TSM sites with all applicable Environmental Laws and for removing such systems at TSM Sites. The State shall be solely responsible for ensuring compliance of such underground storage tank systems with all applicable Environmental Laws and for removing such systems at State Sites.

C. Except as provided in Section 17.B above, in the event the TSM, the State, or any affiliate, agent, employee, or contractor of either, introduces any Hazardous Condition to any Site directly or indirectly, the party who introduces such Hazardous Condition shall be solely responsible for removing such introduced materials and for remediating the Site.

D. The parties acknowledge that the Work may be subject to the provisions of MNREPA and may require the preparation of environmental reports or consideration of potential environmental impacts under MNREPA or the National Environmental Policy Act, 42 USC 4321 et seq, ("NEPA"). The TSM shall bear the cost of preparing any required environmental reports, analyses, or other documentation related to the development of any TSM Site established after the execution and during the term of this Agreement.

E. This provision shall survive the expiration or earlier termination of this Agreement.

18. BONDING

A. The TSM shall deliver to the State Project Manager prior to beginning construction on any Facility at a TSM Site a Labor and Material Blanket Bond with an aggregate of \$1,000,000.

B. In the event that the State exercises its rights under the bond referenced above and the surety fulfills its obligations under the bonds, the State and the TSM agree that, upon substantial completion of any TSM Site, the surety issuing such bonds shall, unless such surety has otherwise been compensated for any payment made by it under the bonds, be entitled to receive the Management Fees and TSM's portion of the TSM License Fees that would have otherwise been paid to the TSM under this Agreement until the surety has been fully reimbursed for its actual costs incurred in discharging its obligations under such bonds (subject to verification by audit by the State, at the State's expense).

19. INSURANCE

A. The TSM shall purchase and maintain such insurance as will protect against claims set forth below which may arise out of or result from its operations under this Agreement, whether such operations be by the TSM or by any TSM subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (TSM Parties):

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. The TSM shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any TSM Parties' employees that reside and are hired in Michigan; and with respect to any other TSM Parties' employee protected by the workers' disability compensation law of any other state, the TSM shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of TSM's employees.

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than TSM employees, subject to limits of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

5. The insurance required under this Section shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the TSM's indemnification obligations under this Agreement.

B. BEFORE STARTING WORK THE TSM MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE,

LISTING THE STATE OF MICHIGAN AS AN ADDITIONAL INSURED. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) Days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

20. AUDIT

A. Records.

1. The TSM shall maintain true and correct records relating to the performance of this Agreement including, without limitation, records relating to permits, approvals, billing rates, billing, collection of fees, payments, license fees, construction costs, surcharges and other accounting records ("Records") for all Sites. The TSM shall maintain all Records related to a TSM Site for a period of not less than six (6) years after the expiration or other termination of the Tower Construction License for the TSM Site. The TSM shall maintain all Records related to State Sites for a period of not less than six (6) years following the expiration or other termination of this Agreement.

2. The TSM shall maintain all pertinent financial and accounting records and evidence pertaining to this Agreement in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan.

3. The TSM shall retain all Environmental Assessments, data, analysis and reports pertaining to Sites for a period of six (6) years following the expiration or termination of this Agreement.

B. Right to Audit.

1. The State, the Department of Auditor General, or their authorized designees, may from time to time and upon at least five (5) Days advance written notice to the TSM, make an audit of all records of the TSM, during reasonable business hours, in connection with its accounting, billing and collection of all License Fees, surcharges and constructions costs, the TSM's payments to the State hereunder, and all records in connection with its performance of this Agreement including without limitation, operational records related to TSM Facilities. Such audit may also cover the TSM's procedures and controls with respect to the costs to be reimbursed and the billing and collection of all charges. The right to audit with respect to State Sites shall exist during the term of this Agreement and for a period of six (6) years after the expiration of the Agreement. The right to audit with respect to records on TSM Sites shall exist during the term of the applicable Tower Construction License and for a period of six (6) years after the expiration or termination of such Tower Construction License.

2. Any overpayment or underpayment shown by such an audit shall be promptly corrected. Annually, the TSM shall provide the State with a certified list of all Licensees of the Sites during the previous year and a copy of the TSM's own internal annual audit for all Sites within three (3) months after each anniversary of the execution of this Agreement. Such list shall include Licensee name, number of Sites licensed, period used and contract number under which the Licensee is operating.

21. STATE TELECOMMUNICATION SYSTEMS

This Agreement shall not impair or otherwise affect the right of the State to develop, construct, and operate any State wireless telecommunications systems on State Property or allow, permit or license any federal, state, or local governmental agency to use State Property for non-commercial telecommunication purposes. Any such license with another unit of government shall not be subject to this Agreement.

22. TITLE TO FACILITIES AND EQUIPMENT

A. Title To Facilities.

1. The State shall remain the legal and equitable owner of any State owned Facilities on State Property that exist on the first day of the term of this Agreement.

2. The TSM shall be and remain the legal and equitable owner of any Facilities on TSM Sites or Replacement Towers that it constructs at its cost on State Property pursuant to a Tower Construction License granted by the State. TSM shall not be deemed to have any legal or equitable ownership to the real property upon which any TSM Facility or Replacement Tower is situated. TSM shall not have the authority to or allow any liens to be placed upon the real property upon which any TSM Facility or Replacement Tower is situated.

B. Title To Equipment

The State, TSM and each Licensee shall each own the Equipment that they may install on any Facility unless otherwise agreed to in writing. Any Equipment placed at a Site by the State, the TSM, or a Licensee shall not be deemed to be transferred to any other party as a result of this Agreement.

C. Title To Real Property

This Agreement shall not confer, and shall not be deemed as conferring, upon the TSM or any Licensee any ownership or possessory interest in any real property owned by or under the jurisdiction of the State, and the TSM agrees and warrants that it shall never make any claim of such ownership interest.

23.

DISPOSITION OF STATE REAL PROPERTY AND FACILITIES AT END OF TERM

A. Upon the expiration or other termination of this Agreement, the TSM shall surrender the State Sites to the State "as is, where is" and any right or interest of the TSM therein shall immediately terminate except with regard to any rights or obligations that shall survive this Agreement including as provided for in Sections 4.A.3. Any expiration or termination of this Agreement shall not affect TSM's or the State's rights under the Tower Construction Licenses executed prior to expiration or termination of the Agreement.

B. Upon the expiration or termination of a Tower Construction License, TSM shall have the option of: (i) dismantling and removing the Facilities, and returning the Site to its original condition excepting reasonable wear and tear, damages from the elements, or casualty; or (ii) selling the Facilities to the State at fair market value. TSM shall notify the State no later than six (6) months prior to the expiration of a Tower Construction License in writing if the TSM desires to sell the Tower and/or other Facilities to the State. Thereafter, the parties shall negotiate the terms and conditions of the purchase in good faith. If the parties fail to reach an agreement prior to expiration of this License, then TSM shall remove the Tower as provided below.

C. Within six months following the expiration or termination of a Tower Construction License, TSM, at its sole cost, shall dismantle and remove the Facilities and all other improvements placed by TSM upon the Site and shall restore the Site, to a depth of six (6) inches below surface, to its original condition that existed on the Effective Date, reasonable wear and tear and damage from the elements and casualty excepted.

D. If AAT fails to timely remove the Facility restore the Site, the State has the right to remove the Facility and to restore the Site at AAT's cost.

24.

CONFIDENTIALITY

A. The parties acknowledge that the other will possess certain information and material that will be confidential in nature. Such information includes the State's and TSM's proprietary computer programs and databases as well as other documents marked by TSM or the State as proprietary or confidential. Documents marked as proprietary or confidential, including the State's and TSM's proprietary computer programs shall be safeguarded or released as necessary under the following conditions:

1. To the extent that the respective security measures for the Confidential Information at issue are otherwise reasonable and prudent, the State and TSM shall use the same degree of care to prevent disclosing the Confidential Information to third parties and to avoid unauthorized disclosure, publication or dissemination that it exercises with its own most

confidential information. The parties may recommend specific security measures for each to follow to maintain the confidentiality of Confidential Information.

2. The parties acknowledge that the State is subject to the Michigan Freedom of Information Act. The Confidential Information provided by TSM to the State pursuant to this Agreement shall be protected and not disclosed to the extent permitted by Michigan law. The State shall promptly furnish notice of any request for disclosure of such Confidential Information made to the State by a third party, and of any lawsuit filed against the State in an effort by any third party to obtain the Confidential Information. Materials and documents not marked as proprietary and/or confidential and provided to the State by the TSM will be subject to disclosure, without notice to TSM under the Freedom of Information Act, as amended, MCL 15.231 et seq.

3. The State's or TSM's confidentiality obligation under this Agreement, except for the State's obligation to provide notice to TSM of a pending request for disclosure or legal action by a third party, shall not apply to any Confidential Information, including computer programs or databases, that:

- a. becomes publicly known through no wrongful act by the State or TSM; or
- b. is rightfully received from sources independent of the State or TSM and without breach of this Agreement; or
- c. is explicitly approved for public release by written authorization of TSM or the State, respectively; or
- d. is required to be disclosed by order of a court of competent jurisdiction.

B. The TSM shall not release or provide any data or information provided by the State to any third party without the prior written approval of the State Project Manager except the TSM's attorneys and accountants.

25. SOFTWARE PERFORMANCE

A. The TSM warrants that all software the TSM either sells or licenses to the State and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date-oriented processing, in the operation of the business of the State of Michigan.

B. The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (e.g., databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodate same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (e.g., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

C. The State and TSM shall have the right to impose limitations upon access and use of their respective software and databases by third parties and their respective employees, officers and agents.

D. All software and databases provided or made accessible to each other pursuant to this Agreement be and shall remain the sole property of the respective party. Access procedures for such software and databases will be developed in the Detailed Work Plan.

26. PROHIBITION AGAINST ENCUMBERING STATE PROPERTY

Neither the TSM nor any Licensee may mortgage, pledge, or otherwise encumber any real or personal property owned by the State of Michigan or the Licensee Fees that the State is entitled to receive for use of Sites licensed pursuant to this Agreement.

27. INDEMNIFICATION

A. General Indemnification By TSM

The TSM shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, Sections, boards, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the performance of the Work, duties, responsibilities, or any action or omission of the TSM or any of its subcontractors under this Agreement;
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the TSM of any representation or warranty made by the TSM in this Agreement;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the TSM is required to insure against as provided for in this Agreement;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the TSM, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents that results from any act or omission of the TSM or any of its subcontractors in its or their capacity as an employer of any person.

B. Environmental Indemnification

The TSM shall indemnify and hold harmless the State, any successors and assigns, and its/their present and future officers, directors, employees, agents and attorneys from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees, which the State or any of those indemnified may suffer, incur, be responsible for, or pay as a result of: (a) any governmental action order, directive, administrative proceeding or ruling; (b) personal or bodily injuries including death or damage

including loss of use of any property, public or private; however, this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State; (c) cleanup, remediation, investigation or monitoring of any Hazardous Substance, Hazardous Waste, Pollutant, or other Hazardous Condition, or adverse effect upon human health or the environment; or (d) any violation or alleged violation of any law, statute, ordinance, order, rule or regulation of any governmental entity or agency, directly or indirectly caused by or arising out of any Hazardous Condition existing on or about any Site or Facility or other State Property but only to the extent that such Hazardous Condition is caused solely and directly by the activities of the TSM, any TSM licensee, or by any contractor or subcontractor of the TSM. This provision shall survive the termination or expiration of this Agreement.

C. Patent/Copyright Infringement Indemnification

The TSM shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service installed, used or provided by TSM in connection with the performance of this Agreement or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should such equipment, software, commodity, or service, or the operation thereof, become or, in the TSM's opinion, are likely to become the subject of a claim of infringement, the TSM shall, at its sole expense, (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the TSM, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the TSM, (iii) accept its return by the State with appropriate credits to the State against the TSM's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

D. In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the TSM or any of TSM subcontractors, the indemnification obligation under this Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the TSM or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclauses.

E. The TSM's duty to indemnify shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement with respect to any claims based on facts or conditions that occurred prior to such expiration or termination.

F. The Site Licenses and Tower Construction Licenses shall contain an indemnification provision substantially similar to Section 27, whereby the Site Licensee agrees to indemnify and hold the State and TSM harmless from and against the liabilities, claims and expenses as set forth above in Section 27.

28. DEFAULT

The following events shall constitute Events of Default:

- A. Failure of the TSM to make any payment to the State when due, following fifteen (15) Days written notice of such failure;
- B. Failure of the TSM to observe or perform any term, condition or provision of this Agreement (other than with respect to payments due and other than such failures which, individually or in the aggregate,

do not materially adversely affect its delivery of the services required by this Agreement), provided such failure continues for thirty (30) Days following written notice thereof. In the event any such default cannot be cured within the aforesaid thirty (30) Day period, the time to cure shall be extended for such period of time as may be reasonably necessary, provided the TSM promptly undertakes and thereafter diligently pursues to cure same to completion.

C. If the TSM files a voluntary petition in bankruptcy, or has an involuntary petition filed against it and such petition is not dismissed within 90 Days, is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, liquidator, or makes any general assignment for the benefit of creditors.

D. If the State fails to make timely payment (within 45 days) under Section 4, it shall pay interest on any payment due pursuant to 1984 PA 279, MCL 17.51 et. seq. at a rate of 0.75% of the payment due for the first month and each succeeding month or portion of a month the payment remains past due. This interest provision does not apply if payment is past due because of an executive order budget cut, or if payment is delayed because of a dispute between the State and the TSM unless the dispute is resolved in favor of the TSM. This Subsection 28.D. shall survive the expiration or termination of this Agreement.

E. The TSM's failure to achieve any projected level of use of a particular Site or Sites shall not constitute an Event of Default under this Agreement.

29. CANCELLATION, TERMINATION AND OTHER REMEDIES

A. If any Event of Default under this Agreement occurs, the State shall have the right to (1) cancel this Agreement upon written notice to the TSM as provided below, (2) cure any Event of Default to preserve either party's rights that may be prejudiced as a result of such Default, and/or (3) exercise and pursue all other rights and remedies available to it under applicable law.

B. In the event of Default by the TSM, the State may immediately or upon thirty (30) Days prior written notice to the TSM, cancel the Agreement without further liability to the State, its departments, divisions, agencies, boards, commissions, officers, agents and employees, and procure the services from other sources, and hold the TSM responsible for any reasonable excess costs occasioned thereby.

C. The State may cancel this Agreement in the event the State no longer needs the services or products specified in the Agreement, or in the event of changes in laws, rules or regulations, or the State determines that implementation of the Agreement is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Agreement without further liability to the State, its departments, divisions, agencies, commissions, officers, agents and employees by giving the TSM written notice of such cancellation thirty (30) Days prior to the date of cancellation.

D. The State may cancel portions of this Agreement as provided for in Section 4.A.4 of this Agreement for lack of funding. The TSM acknowledges that, if this Agreement extends for several fiscal years, continuation of portions of this Agreement as provided for in Section 4.A.4 of this Agreement is subject to appropriation of funds for this Agreement. If funds to enable the State to continue payment under Section 4.A.4 of this Agreement are not appropriated or otherwise made available, the State shall have the right to cancel or terminate those provisions of the Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the TSM. The State shall give the TSM written notice of such non-appropriation within thirty (30) Days after it receives notice of such non-appropriation. The TSM shall have thirty (30) Days from such notice to terminate this Agreement.

E. The State may immediately cancel the Agreement without further liability to the State, or its departments, divisions, agencies, boards, commissions, officers, agents and employees, if the TSM, an officer of the TSM, or an owner of a 25 percent or greater share of the TSM, is convicted of a criminal offense incident

to the application for, or performance of, a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the State, reflects on the TSM's business integrity.

F. The State may immediately cancel the Agreement in whole or in part by giving notice of termination to the TSM if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.

G. The State may cancel this Agreement in the event the State and the TSM are unable to mutually agree upon a Detailed Work Plan within six (6) months following the date this Agreement is fully executed by the State.

H. In addition to the remedies contained in the preceding Section 28, all amounts paid to the State to cure any default by the TSM, as provided in this Agreement, that are not paid when due hereunder shall bear interest at the rate of 15% percent per annum, accruing from the date such payment is due until the date such payment is received.

I. The TSM shall be liable for all direct and proximate costs incurred by the State in connection with any Event of Default by the TSM.

J. In the event the State cancels this Agreement, the TSM shall have no further right or obligation to market any State Property or to apply for Site Licenses or Tower Construction Licenses. Cancellation by the State shall not affect the TSM's right under this Agreement to continue to own and operate any Facilities on TSM Sites and Replacement Towers under Tower Construction Licenses, to continue to enter into Site Licenses with TSM Licensees in accordance with such Tower Construction Licenses and to continue to collect revenue from TSM Licensees.

K. In the event this Agreement is cancelled for cause under Section 29.A, B, E, or G, TSM shall not be entitled to any residual payments under Section 4.A.3.

30. FORCE MAJEURE

The time of performing any duty or obligation of the State or the TSM hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control, of the party required to perform such duty or obligation.

31. RELATIONSHIP OF PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the TSM is that of client and independent contractor. No agent, employee, or servant of the TSM or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The TSM shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

32. NO THIRD PARTY BENEFICIARY

It is expressly understood and agreed to by the parties, that this Agreement and the services provided hereunder are not intended to inure or to benefit any third party.

Each Tower Construction License shall require the TSM to include the following provision in all Licenses granted by the TSM for TSM sites:

“This Site License is granted pursuant to a separate Tower Construction License Agreement between the State, as licensor, and AAT, as licensee and shall be subject to termination if the Tower Construction License Agreement is terminated. The Sublicensee shall not be an intended third party beneficiary of that Tower Construction License Agreement between the State and AAT.”

33. LITIGATION

A. The State, its departments, and its agents shall not be responsible for representing or defending the TSM, the TSM's personnel, or any other employee, agent, or subcontractor of the TSM, named as a defendant in any lawsuit or in connection with any tort claim.

B. The State and the TSM agree to make all reasonable efforts to cooperate with each other in the defense of any litigation brought in connection with this Agreement by any person or persons not a party to this Agreement.

C. The TSM shall submit quarterly litigation reports providing the following details for all criminal and civil litigation arising out of, or relevant to, the performance of this Agreement in which the TSM or subcontractor, or the TSM's insurers or insurance agent are parties:

- Case number and docket number
- Name of plaintiff(s) and defendant(s)
- Names and addresses of all counsel appearing
- Nature of claim(s)
- Status of case

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

34. DELEGATION AND ASSIGNMENT

A. The TSM shall not delegate any duties or obligations under this Agreement to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given prior written consent to the delegation.

B. The TSM shall not have the right to assign this Agreement or to assign or delegate any of its duties or obligations under this Agreement to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the TSM may not assign the right to receive money due under this Agreement without the prior written consent of the State Purchasing Director. Notwithstanding the foregoing, the TSM may, without seeking consent of the State but upon prior written notice thereto, assign this Agreement and/or its duties, rights and obligations hereunder to (i) any parent, subsidiary or affiliate of the TSM; (ii) any entity with which or into which the TSM is merged or consolidated; or (iii) any purchaser of 51% or more of the TSM's stock or assets. Nothing in this Section 34 shall prevent the TSM from pledging its percentage of License Fees collected under Section 6.H.

35. NON-DISCRIMINATION CLAUSE

In performing this Agreement, the TSM shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform

the duties of a particular job or position. The TSM further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, et seq, and any breach shall constitute a material breach of this Agreement.

36.

UNFAIR LABOR PRACTICES

The State may cancel this Agreement if the TSM, or any then current subcontractor, manufacturer, or supplier of the TSM subsequently appears in the Register Of Employers Engaging In Unfair Labor Practices compiled pursuant to MCL 423.322.

37.

COSTS INCURRED PRIOR TO EXECUTION OF CONTRACT

The State of Michigan shall not be liable for any costs incurred by the TSM prior to the date this Agreement is fully executed by the State. The total liability of the State is limited to the terms and conditions of this Agreement.

38.

NEWS RELEASES

Except as provided in this Agreement, the TSM shall make no news release pertaining to this Agreement or to the services to be provided pursuant to this Agreement without the prior written approval of the State Project Manager and then only in accordance with the explicit written instructions provided by the State Project Manager. The TSM shall not release or provide any information or data relating to this Agreement to any third party without the prior written approval of the State Project Manager.

39.

NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial "overnight" mail delivery service, addressed as follows:

For the State, to:

Maureen Myers, Senior Project Manager
Department of Management and Budget
Office of Project Management
320 S. Walnut
Lansing, MI 48913

For the TSM, to:

William J. Marraccini
President
AAT Communications Inc.
517 Route One South
Iselin, NJ 08830

With a copy to:

Wendy Knudsen, Vice President
and General Counsel
AAT Communications

517 Route One South
Iselin, NJ 08830

Any such notice shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by certified or registered mail.

40. AMENDMENT; WAIVER

A. This Agreement may not be amended, revised, modified, extended, or augmented in any manner or respect, except by a writing executed by an authorized agent or officer of the TSM and by the State and approved by the State Purchasing Director or his or her designee.

B. Any breach or default by a party shall not be waived or released other than in writing signed by the other party. The failure of a party to insist to enforce any provision of this Agreement shall not constitute a waiver of that provision or deprive a party of the right to subsequently insist upon strict adherence to that term, or any other term, of the Agreement.

41. SEVERABILITY

Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

42. SURVIVAL OF CONTRACT PROVISIONS

Any provision of this Agreement that imposes a continuing obligation on a party including, but not limited to the TSM's indemnity and other obligations, shall survive the expiration or cancellation of this Agreement for any reason.

43. GOVERNING LAW

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Agreement shall be resolved in the State of Michigan.

44.

CONSISTENCY OF PROVISIONS

The terms of the Tower Construction Licenses and Site Licenses to be used under this Agreements will be consistent with the provisions herein.

45. STATE'S REPRESENTATIONS

The DMB represents and warrants to the TSM that it has full right and authority to execute this Agreement for and on behalf of the State and to grant the TSM the rights granted hereunder.

46. TSM'S REPRESENTATIONS

The TSM represents and warrants to the State that it has full right and authority to execute this Agreement for and on behalf of the TSM and to grant the State the rights granted hereunder.

IN WITNESS WHEREOF, this Agreement has been executed on the dates shown below.

(Signatures)

ADDITIONAL TSM PROJECT STAFFING EXHIBIT C

Project Manager

AAT will provide a full time Project Manager for this project to be based in the Lansing office of AAT. The Project Manager will be responsible for the overall coordination of multiple project plans, i.e., Administration, Marketing and Engineering. The Project Manager will coordinate all aspects of the contract with the State of Michigan and supervise all AAT employees assigned to the project. In addition to other duties, the Project Manager - State of Michigan will be responsible for reports requested by the State of Michigan and will be the primary liaison between AAT and the State.

Administrator

TSM will provide, within forty five (45) days after the management contract between TSM and the State of Michigan a project Administrator. The Administrator will be responsible for the day-to-day operations of the office, which will include lead tracking updates, inventory updates, site access management and installation and removal issues, and the processing and implementation of carrier requests. The Administrator will also be the secondary liaison between TSM and the State.

Site Surveyors

Within thirty (30) days of the signing of the contract between TSM and the State of Michigan, TSM will assign no fewer than 6 site surveyors to the State of Michigan project. These personnel will be drawn from existing staff, and will catalogue each existing State of Michigan telecommunications site identified as a potential site as specified under Section 6.A.1 & 2, whether it is a building, tower or other type structure suitable for installation of wireless antenna. Once these surveys are completed and all State of Michigan telecommunications sites are catalogued and entered into the TSM Site Inventory, any new sites will be surveyed by permanent employees of the TSM office in Lansing. TSM will draw on its existing staff to complete the site survey process. During the duration of the survey phase of the contract, the site survey staff will dedicate 100% of their time to this project. The six site survey coordinators will be full-time TSM employees temporarily assigned to the State of Michigan Project. Once the database is complete, any work to be performed in a similar nature will be handled by the Project Manager.

Technical Services Director

Once the site surveys are completed and the marketing phase of the Detailed Work Plan has been implemented, TSM anticipates that several wireless carriers will begin requesting space and/or tower construction on State of Michigan buildings and/or lands. To further streamline the procedure, TSM will hire a technical services director who understands the needs of the wireless providers and who will be familiar with the State of Michigan site inventory. The person who will be hired for this position will meet with carrier representatives at the requested sites to determine carriers needs and to determine what modifications, if any, will be required for that site. The Technical Services Director will assist and supervise all installations by wireless carriers and assure that they comply with all federal, state and local requirements, as well as the terms of the installation agreement. The Technical Services Director will also be responsible for monitoring and maintenance of all sites. In the event of Radio Frequency interference issues, the Technical Services Director will become involved in the problem resolution procedure.

Sales Account Manager

The ten (10) full time TSM sales and marketing staff will be assigned to the task of marketing the State of Michigan State Sites on a national basis. At the time of the completion of the site surveys, a full time Sales Account Manager, to be hired, will be added to the staff. The Sales Account Manager will assume responsibility for the day-to-day marketing and management of the State of Michigan facilities. Additional support personnel shall be required to complete any specific project if needed.

Legal Assistance

TSM will retain the services of a law firm as needed.

Subcontractors

Any subcontractor chosen by TSM must be approved by the State Project Manager and is subject to the terms and conditions of this agreement.

Detailed Work Plan Outline Exhibit D

A. Asset Inventory, Valuation of State Assets, and Compensation Structure

1. State asset inventory
2. Valuation of state assets and estimate of the gross and net earnings potential
3. Pricing / compensation structure for sites
4. State / TSM compensation provisions
5. Barter and trade options

B. Customer, Stakeholder Relations, Marketing and Guidelines

1. Marketing plan, and implementation schedule for establishing third party agreements
2. Pre-licensing contact outreach process
3. Guideline / Manual for the licensing process
4. Local relations, including zoning and planning

C. One - Stop - Shop Process

1. State / TSM provisions
2. Interagency provisions
3. Data Access and Security Plan

D. Site Identification, Approval and Management

1. Site access process
2. Site identification and approval process
3. TSM Management of On-site Process
 - a. Detailed process and work plan, including but not limited to:
 - b. Maintenance of safety of the public during all work and operations
 - c. Development of master and site license agreements
 - d. Monitoring all on-site activities
 - e. Public relations, including public notices, public hearings and representation of the project in local board reviews and hearings
 - f. Other related tasks and procedures
4. Permits, Certificates and other Approvals
 - a. Detailed process and work plan, including but not limited to:
 - b. Site assessments and surveys
 - c. Procurement of all necessary licenses
 - d. Conduct of title searches
 - e. Conduct of local zoning compliance searches
 - f. Conduct of site-specific agency authorization-to-license searches
 - g. Conduct of any required studies
 - h. Other related tasks and procedures
5. Design and Construction: Technical, Engineering and Development
 - a. Detailed process and work plan, including but not limited to:
 - b. Condition of sites
 - c. Design of sites
 - d. Co-location
 - e. Licensees and State's use of sites
 - f. State telecommunication systems
 - g. Existing tenants
 - h. Refurbishment, replacement, relocation of existing structures
 - i. Construction of new structures

- j. Installation, replacement, repair and maintenance equipment on existing, refurbished, reconstructed or new sites
- k. Frequency interference
- l. Access
- m. Safety and security
- n. Environmental, aesthetic and related considerations
- o. Other related tasks and procedures

E. Compliance, Performance, Compensation and Other Management

- 1. Performance standards and provisions
- 2. Dispute resolution provisions
- 3. Process management, reporting requirements and meetings
- 4. Collection and monitoring of user fees
- 5. Monitoring and enforcement of master and site license agreements
- 6. Records and audits
- 7. Inspection of sites
- 8. Disposition of facilities at end of term
- 9. Other related tasks and procedures, including standard agreement provisions
- 10. Quality Assurance measures
- 11. Risk Assessment procedures

EXHIBIT A

SITE LICENSE AGREEMENT

This **SITE LICENSE AGREEMENT** ("License") is made on _____, 20____, between:

THE MICHIGAN DEPARTMENT OF _____,
whose address is:

_____, Michigan, ("**LICENSOR**")

and

a _____ corporation,
whose address is:

_____ ("**LICENSEE**").

WITNESSETH, In consideration of the mutual covenants and obligations herein contained, LICENSOR and LICENSEE agree as follows:

1. DEFINITIONS

The following terms used in this License shall have the meanings set forth below:

A. Commercial Wireless Telecommunication Purposes: A purpose that is exclusively or predominantly private, rather than public or governmental, in nature. It includes cellular, personal communications services (PCS), paging or other similar commercial wireless telecommunications services provided to third parties.

B. Day(s): Business days, Monday through Friday from 8:00 a.m. to 5:00 p.m., inclusive, except holidays observed by the State.

C. Effective Date: This License shall be effective on the date executed by LICENSOR.

D. Electric Fee: The monthly amount that LICENSEE shall pay to LICENSOR for the consumption of electricity by the Equipment.

E. Environmental Laws: The statutes referenced in Paragraph 1.H. 1 J. and Paragraph 1.M below, the Occupational Safety and Health Act, 29 USC 651 *et seq*, the Hazardous Materials Transportation Act, 49 USC 5101 *et seq*, any analogous State statutes, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.

F. Equipment: Any equipment owned by Licensee including without limitation, antennas, dishes, cables, equipment shelters, cabinets and any other ancillary structures and equipment installed and/or used at the Site.

G. Facility: Any structure or space on the Site, including without limitation, any tower, shelter, building, cabinet, foundation, and fencing located that may be used for installation of telecommunications equipment.

H. Hazardous Condition: The release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance, pollutant or waste under federal, state, or local Environmental Laws, rules, or regulations. Hazardous Condition includes, but is not limited to, any activity causing, or condition involving the presence in soil, surface water or ground water, of: (i) any Hazardous Waste, Pollutant, or Hazardous Substance as defined in the Resource Conservation and Recovery Act, 42 USC 6901 *et seq*, as amended (RCRA) and any rule or guideline promulgated thereunder; (ii) any Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq*, as amended, (CERCLA) and any rule or guideline promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, 15 USC 2601 *et seq*, as amended, and any rule or guideline promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, 33 USC 1251 *et seq*, as amended, and any rule or guideline thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant as defined under the Clean Air Act, 42 USC 7401 *et seq*, as amended, and any rule or guideline promulgated thereunder; and (ix) any substance or waste regulated under any other applicable environmental law, including but not limited to the Michigan Natural Resource and Environmental Protection Act, MCL 324.101 *et seq*; MSA 13A.101 *et seq* (MNREPA), and the Michigan Public Health Code, MCL 333.1101 *et seq*; MSA 14.15(1101) *et seq* and any rule or guideline promulgated thereunder.

I. Hazardous Substances: Hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq*, and any subsequent or amended regulation thereto and as defined in the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq*, and any subsequent amendment thereto.

J. Hazardous Wastes: Hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 USC 6901 *et seq*, and any subsequent or amended regulation thereto.

K. Interference: Any unwanted signals that interfere with the intelligibility of desired signals.

L. License Fee: The annual fee that Licensee shall pay for use of the Site pursuant to this License, including any Holdover Fees due under this License.

M. Pollutants: Pollutants as defined in the Federal Water Pollution Control Act, 33 USC 1251 *et seq*, and any subsequent or amended regulations thereto.

N. Replacement Facility: A Facility constructed to replace the existing Facility and on which the Equipment may be reinstalled.

O. Site: The property owned by the State and described in Exhibit 1 that the Licensee is authorized to use only for Commercial Wireless Telecommunication Purposes pursuant to this License.

P. State: The State of Michigan, including, but not limited to, its departments, agencies, boards, commissions, officers, and employees.

Q. State Project Manager: The State employee the State designates in writing to administer this License on behalf of the State.

R. Term: The period of time during which this License will have effect, which is specified in paragraph 2A of this License.

S. Tower Site Manager (TSM): The third party designated by LICENSOR to collect License Fees and to manage the Site on behalf of LICENSOR. The TSM shall be AAT Communications Corp., 517 Route One South, Iselin, New Jersey 08830 ("AAT") until such time during the Term, if any, that LICENSOR provides LICENSEE with written notice that AAT is no longer the TSM under this License.

2. GRANT OF LICENSE AND TERM.

A. Grant and Term. LICENSOR grants LICENSEE the non-exclusive right to install, maintain, and operate the Equipment described in Exhibit 2 on the Site for only Commercial Wireless Telecommunication Purposes for a term of _____ years, beginning on _____ and ending on _____, unless terminated or cancelled sooner pursuant to the terms of this License. Licensee shall not make any other use of the Site unless it receives LICENSOR's prior written consent.

B. Access to Site. LICENSEE shall fully and strictly comply with all access procedures and requirements for the Site specified in Exhibit 3. If LICENSEE needs to access the Site outside of normal business hours and LICENSOR incurs overtime cost as a result of providing such access, then LICENSEE, upon receipt of an invoice from LICENSOR or the TSM, shall promptly reimburse LICENSOR for such overtime costs based on the rate specified in Exhibit 3.

C. Condition of Site. LICENSEE is solely responsible for determining whether the Site is suitable for LICENSEE's intended use. LICENSOR makes no representation or warranty, either express or implied, to LICENSEE regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Site. LICENSEE'S use of the Site shall be on an "as is" basis.

D. Property Damage. LICENSEE shall be responsible for promptly repairing any damage to the Site or any other State property that results from its activities under this License. LICENSEE shall repair any damage to the reasonable satisfaction of the State within thirty (30) days after receiving notice of such damage. In the event LICENSEE fails to timely repair the damage to the reasonable satisfaction of LICENSOR, LICENSOR may complete the repair, and LICENSEE shall promptly reimburse LICENSOR for all costs and expenses incurred by LICENSOR in performing such repair.

E. Prohibition Against Encumbering State Property. LICENSEE shall not mortgage, pledge, or otherwise encumber the Site, any real or personal property owned by the State, or the Licensee Fees. LICENSEE shall not allow any liens to be placed upon the Site.

3. LICENSE FEE AND ELECTRIC FEE.

A. License Fee. As compensation for the rights granted hereunder, LICENSEE shall pay a License Fee of _____ Dollars (\$_____) for the first year of the Term, payable in monthly installments of one-twelfth each, beginning on the Effective Date. At each anniversary of the first day of the Term, the License Fee payable by LICENSEE shall automatically increase by _____ (_____) percent.

B. Payment. All License Fees and Electric Fees due LICENSOR under this License shall be paid in advance and shall be delivered to the TSM on or before the first day of each month. In the event the Effective Date is other than the first day of a month, the License Fee and Electric Fee payments for the first and last months of the Term of this License shall be apportioned accordingly. The date payment is received, not the date payment is mailed, shall be deemed the date payment is made.

4. RENEWAL TERM.

A. Right To Renew. Provided that: (i) LICENSEE is not in default under this License; (ii) this License has not expired or been terminated; and (iii) LICENSEE notifies LICENSOR at least six (6) months prior to the expiration of the then-current term of its desire to renew the term, LICENSEE shall have the right to renew this License under the same terms and conditions for ____ additional terms of ____ years (each called a "Renewal Term"), subject to the annual increase in the License Fee provided in Paragraph 3A of this License.

B. No Holdover. LICENSEE shall have no right to hold over at the Site beyond the expiration of this License. If LICENSEE holds over following the expiration or termination of this License by failing to remove its Equipment, LICENSEE shall pay LICENSOR a holdover fee equal to three (3) times the monthly installment of the then current License Fee ("Holdover Fee") for each month or part of a month during which LICENSEE holds over.

5. ROLE AND AUTHORITY OF TSM.

LICENSEE acknowledges that the TSM shall collect all License Fees and Electric Fees, including holdover fees and cancellation fees, on behalf of LICENSOR. LICENSEE shall submit all notices, payments, documents and other items required under this License to the TSM. LICENSEE shall deal directly and solely with the TSM in connection with LICENSEE's performance under this License. LICENSEE shall comply with all requirements of the TSM in connection with this License.

6. INSTALLATION.

A. Permits. LICENSEE shall be responsible for obtaining all permits, licenses and other approvals required by any municipal, county, state or federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission ("FCC"), for the installation and operation of the Equipment at the Site.

B. Installation Plans. Not later than ten (10) Days prior to any proposed construction or installation of Equipment on the Site, LICENSEE, at its sole cost, shall provide the TSM three copies of the following information ("Installation Plans"), either in writing or electronic format, as specified by the State Project Manager, for approval by the State Project Manager, unless the State Project Manager waives any such requirement in writing:

- i. final construction or installation plans signed and sealed by a professional engineer licensed by the State of Michigan. The engineer shall certify that the plans meet Michigan standards;
- ii. a schedule of construction or installation;
- iii. the names of contractors who will fabricate and erect and/or install Equipment;
- iv. the approximate construction and installation costs of the Equipment if required by LICENSOR; and
- v. a copy of all permits required by law.

C. Installation. LICENSEE shall not install the Equipment until it has received LICENSOR's written approval of the Installation Plans, which approval LICENSOR shall not unreasonably withhold. The location at which the Equipment shall be installed shall be determined by LICENSOR, with consideration of LICENSEE's needs and the requirements of LICENSOR. The Equipment shall be installed in accordance with the technical standards specified in Exhibit 4 and principles of good workmanship. LICENSEE shall notify LICENSOR at least five (5) days prior to the commencement of installation of the Equipment. LICENSEE shall provide LICENSOR with final "As Built" drawings, within ten (10) days following completion of the construction or installation of the Equipment.

D. Modification. Following installation, LICENSEE shall not modify, alter, or make any other changes to the Equipment or Facility without prior written approval of LICENSOR. If LICENSEE makes any unauthorized modification or alteration to LICENSOR'S Facility, LICENSEE shall pay LICENSOR all costs necessary to restore the Facility to its prior condition.

7. ELECTRICAL.

A. Use of Existing Circuits. LICENSEE shall use the existing electrical circuits at the Site. In the event any increase in the capacity or modification thereof is required to operate the Equipment, LICENSEE shall, subject to the prior written consent of LICENSOR, perform such modifications at its sole cost and expense.

B. Measurement of Electricity Consumed. LICENSOR shall have the right to require Licensee to have electrical current meters to measure the electricity consumed by the Equipment and LICENSEE shall have the sole responsibility for the cost of installing, maintaining, replacing or removing such meter. If LICENSOR does not require LICENSEE to install a meter, LICENSOR shall compute or meter the electrical consumption of the Equipment.

C. Costs of Electricity. LICENSEE shall pay the Electric Fee billed by LICENSOR for the cost of the electricity consumed by the Equipment in accordance with the terms of Paragraph 3B.

D. Utility Service. Licensee shall not authorize a utility company to place a utility line on the Site. Only the State may authorize use of the Site for utility purposes. Any utility company shall obtain an easement or permit from the State prior to any installation, maintenance and/or repair.

8. INTERFERENCE.

A. Representation By Licensee. LICENSEE represents and warrants that the Equipment shall not: (i) cause Interference to the electronic equipment and/or television or radio reception of LICENSOR or other parties on, or in close proximity to, the Site; (ii) cause Interference to the communications equipment of LICENSOR or other parties on, or in close proximity to, the Site existing as of the date of installation of LICENSEE's Equipment; or (iii) create a nuisance at or upon the Site. LICENSEE shall fully cooperate with LICENSOR to promptly determine the source of any Interference believed to be emanating from systems operating at the Site.

B. Interference By Licensee's Equipment. If the Equipment causes any Interference and such Interference cannot be eliminated within forty-eight (48) hours after receipt of notice from LICENSOR or the TSM, LICENSEE shall discontinue use of the Equipment, except for intermittent operation for the purpose of testing following any remedial measures, until the Interference is eliminated. Notwithstanding the above, in the event LICENSOR or the TSM reasonably determines that continued operation of the Equipment will cause Interference with the operation of any communication system or equipment necessary to protect public health, safety, and welfare, LICENSEE shall immediately discontinue operating its Equipment until such Interference is eliminated. LICENSEE authorizes LICENSOR or the TSM to do so if LICENSEE is unable to immediately do so. LICENSEE shall be responsible for all costs incurred to discontinue operation of the Equipment and shall promptly reimburse LICENSOR for all costs incurred by LICENSOR in disabling the Equipment.

C. Representation by Licensor. LICENSOR represents that any license agreements executed by LICENSOR and future users of the Site shall include language substantially similar to the foregoing.

9. RF EMISSIONS.

A. RF Compliance. LICENSEE shall be responsible for ensuring that the Equipment does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC (the "RF Standards"). Before installing the Equipment, LICENSEE shall survey the existing RF environment at the Site. By installing the Equipment, LICENSEE shall be deemed to have represented to LICENSOR that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Site as of the Effective Date cause to be violated, the RF Standards.

B. Reduction of RF Levels. LICENSEE shall cooperate with LICENSOR in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Site. LICENSOR shall provide LICENSEE with as much advance notice of any such maintenance as is reasonably available.

10. OWNERSHIP AND EQUIPMENT RESPONSIBILITY.

A. Ownership of Equipment. The Equipment shall remain the personal property of LICENSEE, and LICENSEE agrees that the LICENSOR shall have no responsibility for the care and protection of such Equipment. LICENSEE shall mark all of its Equipment with weatherproof tags or plates identifying LICENSEE as the owner and/or operator of such Equipment and shall keep, operate and maintain said Equipment in a safe condition and in good repair. LICENSEE warrants the structural soundness and integrity of the Equipment and the installation of such Equipment.

B. No Interest in Real Property. This License shall not confer, and shall not be deemed as conferring, upon LICENSEE any ownership or possessory interest in any real property owned by or under the jurisdiction of the State, and LICENSEE agrees and warrants that it shall never make any claim of such ownership interest.

11. APPROVALS/COMPLIANCE WITH LAWS.

A. Government Approvals. LICENSEE, at its sole cost, shall be responsible for obtaining all permits, certificates and other approvals as may be required by governmental bodies for the installation, operation, use and maintenance of the Equipment. LICENSEE shall provide two copies of such documentation to the State Project Manager.

B. Compliance with Laws. LICENSEE shall comply with generally accepted engineering practices and standards and all applicable laws, rules and regulations in connection with the use of the Site and the installation, operation and maintenance of the Equipment including, without limitation, all zoning laws, regulations of the Michigan Bureau of Aeronautics, the Federal Aviation Administration, and the Federal Communications Commission ("FCC") with respect to the Equipment.

C. Lighting. If installation of the Equipment requires obstruction marking or lighting additional to, or different from, the existing marking or lighting at the Facility, then LICENSEE shall be responsible for the costs of bringing the Facility into compliance with FCC rules and guidelines.

12. INSPECTION AND OTHER SITE ACCESS BY LICENSOR AND TSM

LICENSOR and the TSM shall have the right during the Term, including any Renewal Term, to inspect the Equipment without prior notice or consent to ensure that LICENSEE is fully complying with this License. LICENSOR and the TSM shall also have the right to inspect the Equipment to evaluate and test for any Interference. LICENSEE acknowledges that LICENSOR and the TSM have the right, without prior notice to, or consent of LICENSEE, to admit staff of the Federal Communications Commission or any other governmental agency to the Site for the purpose of inspection.

13. END OF TERM.

A. Removal of Equipment by LICENSEE. Within twenty (20) Days following the expiration or termination of this License, LICENSEE shall:

(i) remove the Equipment and all cables, components and other property of LICENSEE from the Site, (ii) repair any damage to the Site caused by such removal; and (iii) restore those portions of the Site upon and/or within which the Equipment was located to the condition which existed as of the Effective Date.

B. Failure to Remove Equipment. Any equipment, cabling, components or other property of LICENSEE remaining on the Site after the expiration of the period set forth in Paragraph A above shall be deemed to have been abandoned and may be disposed of as LICENSOR sees fit. LICENSEE shall reimburse LICENSOR for all expenses incurred by LICENSOR in removing and disposing of any such abandoned property of LICENSEE. Should LICENSEE fail to commence to repair any damage to the Site or to restore the Site to the original condition within the aforesated period, LICENSOR may, at their option, have such repair and/or restoration performed, and LICENSEE shall reimburse LICENSOR for all such expenses incurred by LICENSOR.

14. ENVIRONMENTAL.

A. Compliance with Laws. LICENSEE, at its sole expense, shall fully comply with all applicable federal, state, and local Environmental Laws, rules, regulations, and ordinances in connection with this License.

B. Notification to LICENSOR. LICENSEE shall promptly notify LICENSOR in writing upon learning of any Hazardous Condition at the Site such that remediation may be required pursuant to any applicable laws, rules or regulations conditions and before disturbing such Hazardous Condition.

C. No Hazardous Substances on Site. LICENSEE shall not bring onto the Site any Hazardous Substance, Hazardous Waste, Pollutant, asbestos, polychlorinated biphenyls (PCBs), petroleum product, or other fuel without the prior written consent of LICENSOR, except as same is contained in any vehicle, cleaning product or back-up power unit or generator brought onto the Site in the pursuance of LICENSEE's rights under this License or in the ordinary course of business. LICENSEE shall not construct, or cause to be constructed, any type of underground storage tank system on the Site without obtaining the prior written approval of LICENSOR. Any underground storage tank system that is constructed at the Site shall meet all applicable State standards. LICENSEE shall be solely responsible for ensuring compliance of such underground storage tank systems constructed on the Site with all applicable Environmental Laws and for removing such systems at the Site.

D. Remediation Responsibility. Except as provided in subparagraph C above, in the event LICENSEE, or any of its affiliates, agents, employees, or contractors introduces any Hazardous Condition to the Site directly or indirectly, LICENSEE shall be solely responsible for removing such introduced materials and for remediating the Site.

E. Survival of Paragraph. This paragraph shall survive the expiration or earlier termination of this License.

15. INSURANCE.

A. Insurance Requirements. LICENSEE shall purchase and maintain such insurance as will protect against claims set forth below which may arise out of or result from its operations under this License, whether such operations be by LICENSEE or by any LICENSEE subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable ("LICENSEE Parties"):

(i) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. LICENSEE shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any LICENSEE Parties' employees that reside and are hired in Michigan; and with respect to any other LICENSEE Parties' employee protected by the workers' disability compensation law of any other state, LICENSEE shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of LICENSEE's employees.

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than LICENSEE employees, subject to limits of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

(iv) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$5,000,000 each occurrence and, when

applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

(v) The insurance required under this Paragraph shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to LICENSEE's indemnification obligations under this License.

B. Delivery of Insurance Certificates. Before starting any installation of Equipment under this License, LICENSEE shall furnish to the State Project Manager certificates of insurance verifying liability coverage, listing the State and the TSM as an additional insured. All such certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) Days prior written notice has been given to LICENSOR.

16. INDEMNIFICATION.

A. General Indemnification. LICENSEE shall indemnify, defend and hold harmless LICENSOR, its departments, divisions, agencies, sections, boards, commissions, officers, employees and agents, and the TSM from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(i) any claim, demand, action, citation or legal proceeding against LICENSOR, the TSM or any of their employees and agents arising out of or resulting from the performance of the duties, responsibilities, or any action or omission of the LICENSEE or any of its subcontractors under this License;

(ii) any claim, demand, action, citation or legal proceeding against LICENSOR, the TSM, or any of their employees and agents arising out of or resulting from a breach by LICENSEE of any representation or warranty made by LICENSEE in this License;

(iii) any claim, demand, action, citation or legal proceeding against LICENSOR, the TSM, or any of their employees and agents arising out of or related to occurrences that LICENSEE is required to insure against as provided for in this License;

(iv) any claim, demand, action, citation or legal proceeding against LICENSOR, the TSM, or any of their employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by LICENSEE, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the LICENSOR or the TSM; or

(v) any claim, demand, action, citation or legal proceeding against LICENSOR, the TSM, or any of their employees and agents that results from any act or omission of LICENSEE or any of its subcontractors in its or their capacity as an employer of any person.

B. Environmental Indemnification. LICENSEE shall indemnify and hold harmless the TSM, LICENSOR, and each of their successors and assigns, and their present and future officers, directors, employees, agents and attorneys from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable

consultants' fees and reasonable experts' fees, which LICENSOR, the TSM or any of those indemnified may suffer, incur, be responsible for, or pay as a result of:

- (i) any governmental action order, directive, administrative proceeding or ruling;
- (ii) personal or bodily injuries including death or damage including loss of use of any property, public or private; however, this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of LICENSOR or the TSM;
- (iii) cleanup, remediation, investigation or monitoring of any Hazardous Substance, Hazardous Waste, Pollutant, or other Hazardous Condition, or adverse effect upon human health or the environment; or
- (iv) any violation or alleged violation of any law, statute, ordinance, order, rule or regulation of any governmental entity or agency, directly or indirectly caused by or arising out of any Hazardous Condition existing on or about the Site but only to the extent that such Hazardous Condition is caused solely and directly by the activities of LICENSEE or by any contractor or subcontractor of LICENSEE.

C. No Limitation on Indemnification Obligation. In any and all claims against LICENSOR, the TSM or any of their agents or employees, by any employee of LICENSEE or any of LICENSEE's subcontractors, the indemnification obligation under this License shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for LICENSEE or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclauses.

D. Survival of Paragraph. This Paragraph shall survive the termination or expiration of this License.

17. CASUALTY.

In the event fire or other calamity ("Casualty") causes a total destruction of the Facility, this License shall automatically terminate as of the date of such Casualty. In the event of Casualty causing damage to the Site comprising less than a total destruction of the Facility, LICENSEE may terminate this License if the Facility is not restored to a condition which permits for the operation of the Equipment on the Facility within three months from the date of Casualty. The License Fee payable by LICENSEE hereunder shall abate for such period of time as LICENSEE is unable to use the Facility as a result of any Casualty.

18. CONDEMNATION.

If the Site or any portion of the Site is condemned by any governmental authority with the power of eminent domain, this License shall terminate as of the date upon which LICENSEE is required to remove its Equipment from the Site.

19. TAXES.

LICENSEE shall have the sole responsibility to pay any taxes owed on the Site in connection with its use of the Site and/or the installation, maintenance and operation of the Equipment.

20. NON-DISCRIMINATION CLAUSE.

In performing this License, LICENSEE shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex,

height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. LICENSEE further agrees that every subcontract entered into for the performance of this License will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 *et seq*, and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and any breach shall constitute a material breach of this License.

21. DEFAULT.

The occurrence of either of the following events shall constitute an event of default hereunder:

- (i) the failure of LICENSEE to pay, when due, the License Fee or any other amounts owed LICENSOR hereunder (a "Monetary Default"); or
- (ii) the failure of either party to comply with any of the other provisions of this License (a "Non-Monetary Default").

22. TERMINATION FOR DEFAULT.

A. Termination Grounds. This License may be terminated under any of the following circumstances:

- (i) immediately, by the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within twenty (20) Days of receipt of notice from the non-defaulting party of the existence of said default;
- (ii) immediately, by LICENSOR, upon LICENSEE's failure to make full payment of any amounts owed hereunder within fifteen (15) Days of LICENSEE's receipt of notice declaring LICENSEE to be in Monetary Default;
- (iii) immediately, by either party, if LICENSEE is unable to eliminate any Interference caused by its Equipment within a period of twenty (20) Days following LICENSEE's receipt of notice of the existence of such Interference in accordance with the terms of Paragraph 8 of this License;
- (iv) immediately, by LICENSOR, in the event the Equipment is determined to be the source of RF emissions in excess of the RF Standards and LICENSEE has failed to minimize such RF emissions to an acceptable degree within the earlier of twenty (20) Days following receipt of notice or the time limit established by the FCC;
- (v) immediately, by LICENSEE, in the event of Interference to the Equipment caused by the equipment of any other party, whether on the Site or elsewhere, which is not minimized to an acceptable degree within twenty (20) Days following LICENSOR's receipt of notice from LICENSEE of the existence of such Interference;
- (vi) by LICENSEE, upon ten (10) Days' notice to LICENSOR, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Site or by buildings or other structures which are constructed in the surrounding area after the date of this License;
- (vii) immediately, by LICENSEE, if LICENSOR does not consent to any increase and/or modification of the existing electrical circuits at the Site as set forth in Paragraph 7A of this License within thirty (30) Days of the date LICENSOR receives LICENSEE's request to perform such modification;

(viii) by LICENSEE, upon ten (10) days notice, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of LICENSEE's acts or negligence; or

(ix) by LICENSOR, upon ten (10) days notice, if LICENSEE violates the nondiscrimination requirement set forth in this License or if LICENSEE, or any then current subcontractor, manufacturer, or supplier of LICENSEE, subsequently appears in the Michigan Register Of Employers Engaging In Unfair Labor Practices compiled pursuant to MCL 423.322.

B. Extension of Cure Period. In the event of a Non-Monetary Default by either party hereunder that cannot reasonably be cured within the time period set forth in Paragraph 22(A)(i), the time for curing such default shall be extended for such period of time as may be reasonably necessary to complete such curing, provided the party in default acts promptly to cure same and thereafter diligently pursues such curing to completion.

C. Effect of Termination. Following the effective date of termination of this License in accordance with this Paragraph, neither party shall have any further obligation or liability under this License, other than as may be specifically set forth in this License.

23. CANCELLATION.

A. By LICENSOR. LICENSOR may cancel this License at any time upon six (6) months notice to Licensee under either of the following circumstances:

(1) LICENSOR determines, in its sole discretion, that the Site is needed for governmental purposes; or (2) LICENSOR decides, in its sole discretion, to sell the Site. If LICENSOR cancels this License for either of these reasons, LICENSOR shall use its best efforts to locate an alternate site owned by the State to which the Equipment may be relocated.

B. By LICENSEE. LICENSEE may cancel this License at any time upon one (1) month notice to Licensor and payment of a cancellation fee equal to six (6) months License Fees calculated at the then current rate.

24. NOTICES.

Any notice or demand required or permitted to be given or made hereunder shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial "overnight" mail delivery service, addressed as follows:

For LICENSOR, to:

State Project Manager

with a copy to:

William J. Marraccini
President
AAT Communications, Inc.
517 Route One South
Iselin, NJ 08830

and:

Wendy Knudsen
Vice President and General Counsel
AAT Communications, Inc.
517 Route One South
Iselin, NJ 08830

For LICENSEE to:

Any such notice shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by certified or registered mail.

25. WAIVER.

Any breach or default by a party shall not be waived or released other than in writing signed by the other party. The failure of a party to enforce any provision of this License shall not constitute a waiver of that provision or deprive the party of the right to subsequently enforce that term, or any other term, of this License.

26. CONTRACTORS.

A. Approval of Contractors. Any and all contractors hired by LICENSEE to install the Equipment or perform any other work at the Site ("Licensee Contractors") shall be subject to the approval of LICENSOR. Such approval shall not be unreasonably withheld or delayed, subject, however, to any requirements of LICENSOR with respect to access to the Site and/or work to be performed on the Site.

B. Contractor Insurance. LICENSEE shall require the Licensee Contractors to obtain and maintain insurance with respect to the Equipment in the amounts specified in Paragraph 15A above and naming LICENSOR and the TSM as additional insureds thereunder. Prior to commencing work at the Site, each of the Licensee Contractors shall provide LICENSOR with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that LICENSOR and the TSM are named as additional insureds thereunder; and that such policies cannot be cancelled or amended without at least ten (10) Days' prior notice to the parties named thereunder as additional insureds.

C. Liability For Contractors. Notwithstanding the foregoing, LICENSEE shall have full responsibility and liability for all actions of the Licensee Contractors and to indemnify and hold LICENSOR and the TSM harmless from and against any and all claims, losses, damages or costs for which LICENSOR and the TSM are not fully reimbursed pursuant to subparagraph B above.

27. REPLACEMENT OF FACILITY.

LICENSOR shall have the right to have a Replacement Facility constructed at the Site during the Term of this License. In the event LICENSOR decides to construct a Replacement Facility at the Site, LICENSOR shall provide LICENSEE with two months notice of the dismantling of the existing Facility. LICENSEE, at its sole cost, shall remove the Equipment from the Facility not later than ten (10) Days before the dismantling of the Facility. LICENSEE shall have the option to either have the Equipment installed at the Replacement Facility subject to all terms and conditions of this License at LICENSEE's sole cost and expense or to terminate this License. LICENSEE shall exercise such option by giving LICENSOR written notice not later than ten (10) Days prior to the commencement of construction of the Replacement Facility. If LICENSEE fails to timely provide such notice, this License will automatically terminate. LICENSEE's obligation to pay License

Fees shall abate during the period it is unable to use the Equipment at the Site due to Licensor's replacement of the Facility.

28. SITE CONDITIONS/NO REPRESENTATION OR WARRANTY.

A. LICENSOR makes no representation or warranty, either express or implied, to LICENSEE regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Site or Facility. LICENSEE's use of the Site and Facility is on an "as is" basis.

B. Whenever LICENSOR is required, whether prior to or during the term of this License, and whether voluntary or required hereunder, to make any approval, representation, or requirement regarding any Facility or Equipment, including but not limited to location, placement, compatibility, electromagnetic interference, repairs, replacements, modifications, or alterations thereto, LICENSOR makes no warranty whatsoever, either express or implied, as to merchantability or fitness for any particular purpose or use of any Equipment or Facility for any particular purpose. LICENSEE acknowledges that it is not relying on LICENSOR's skill or judgment and that LICENSOR makes no warranty whatsoever relating to any Facility, Equipment, or any replacements, repairs, modifications, or alterations of any Facility or Equipment. Without limiting the foregoing, LICENSOR shall have no liability to LICENSEE for any loss or damage due to personal injury, property damage, libel, slander, or for any imperfect or defective title to the Site or Facility. In no event shall LICENSOR ever be liable to LICENSEE for any special, indirect, or consequential damages, including but not limited to lost profits, lost business, lost business opportunities, lost customers, or damage to business reputation.

29. ASSIGNMENT.

A. LICENSOR Right to Assign. LICENSOR may assign its interest in this License to any third party, provided that LICENSOR gives LICENSEE written notice of any such assignment at least ten (10) Days prior to the effective date of such assignment.

B. LICENSEE Right to Assign. LICENSEE shall not have the right to assign or delegate any of its rights, duties or obligations under this License to any other party (whether by operation of law or otherwise), without prior written consent of the LICENSOR. Any purported assignment in violation of this Paragraph shall be null and void. Notwithstanding the foregoing, LICENSEE may, without seeking consent of the LICENSOR but upon prior written notice thereto, assign this Agreement and/or its duties, rights and obligations hereunder to (i) any parent, subsidiary or affiliate of LICENSEE; (ii) any entity with which or into which LICENSEE is merged or consolidated; or (iii) any purchaser of 51% or more of LICENSEE's stock or assets.

C. No Sublicense. LICENSEE shall not sublicense all or any part of its rights or obligations under this License.

30. CONFIDENTIALITY.

The parties expressly acknowledge that neither the terms of this License nor its existence are confidential. Neither LICENSOR nor the TSM shall have any obligation to treat any information provided by LICENSEE in connection with this License as confidential.

31. FORCE MAJEURE.

The time of performing any duty or obligation of LICENSOR or LICENSEE hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control of the party required to perform such duty or obligation.

32. RELATIONSHIP OF PARTIES.

The relationship between LICENSOR and LICENSEE is that of client and independent contractor. No agent, employee, or servant of LICENSEE or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of LICENSOR for any reason. LICENSEE shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this License.

33. ENTIRE AGREEMENT.

This License, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter of this License. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.

34. SEVERABILITY.

Any provision of this License which is deemed to be invalid by any governmental or judicial body having authority over this License shall be considered deleted from this License. Such determination shall not serve to invalidate the remaining provisions of this License.

35. SURVIVAL.

A. Successors and Assigns. Subject to the provisions of this License, this License shall extend to, inure to the benefit of and bind the heirs, successors and assigns of the parties hereto and any and all subsequent purchasers of the Site.

B. Contract Provisions. Any provision of this License that imposes a continuing obligation on a party including, but not limited to LICENSEE's indemnity and other obligations, shall survive the expiration or termination of this License for any reason.

36. GOVERNING LAW.

This License shall be governed, construed and interpreted under the laws of the State of Michigan. Any action at law or in equity or other proceeding to enforce this License shall only be brought in a court of competent jurisdiction in the State of Michigan.

37. ATTORNEY FEES AND COSTS.

LICENSEE shall reimburse LICENSOR for all costs incurred by LICENSOR to enforce LICENSEE's obligations under this License, including, but not limited to, attorney fees, expert witness fees, consultants' fees, and court costs.

38. PARAGRAPH HEADINGS.

The paragraph headings used throughout this License are provided for convenience only and shall not control the interpretation of this agreement.

39. ADDITIONAL TERMS.

LICENSEE shall comply with all additional terms specified in Exhibit _____.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this License as of the Effective Date.

Witnesses

[NAME OF LICENSEE]
a _____ corporation

_____ Dated:

_____ This instrument was acknowledged before me in _____ County,
_____ on _____, 2000, by _____, the
of _____, for the
_____.

Notary Public

Notary Stamp or Seal:

Witnesses

**STATE OF MICHIGAN
DEPARTMENT OF**

_____ Dated:

_____ This instrument was acknowledged before me in Ingham County,
Michigan on _____, 2000, by _____, the
_____ of the Michigan Department of _____.

Notary Public, Ingham County, Michigan
My commission expires:

THIS INSTRUMENT DRAFTED BY:

EXHIBIT 1
LEGAL DESCRIPTION OF SITE

EXHIBIT 2
LICENSEE'S EQUIPMENT

Call Sign: _____

Antennas:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE	OPERATING FREQ.
TX				MHz
RX				MHz

Transmit Antenna Cables:

Quantity: _____
Diameter: _____"
Length: _____'

Receive Antenna Cables:

Quantity: _____
Diameter: _____"
Length: _____'

Base Station:

Manufacturer: _____
Model No.: _____
Dimensions: _____ h _____ w _____ d
Power Output: _____ watts
Operating Frequency: _____ MHz
Power Requirement: _____ v _____ amps / Duty Cycle: _____
To occupy floor space of no more than _____ square feet

Effective Radiated Power of Licensee's Equipment: _____ watts

EXHIBIT 3

ACCESS PROCEDURES AND REQUIREMENTS FOR THE SITE

EXHIBIT 4

TECHNICAL STANDARDS

I. **GENERAL**

All installation crews must have in their possession an installation diagram issued to them by LICENSOR prior to work beginning.

The following will not be permitted without the written consent of LICENSOR:

1. Any equipment without FCC type acceptance.
2. Change in operating frequencies.
3. Open rack mounted receivers and transmitters.
4. Relocation of equipment after installation.

II. **RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES**

1. 30-76 MHz
Isolators-minimum of 30dB
TX cavity-minimum of 20dB rejection at +/- 1 MHz
2. 130-174 MHz
Single Stage Isolators-minimum of 30dB
TX cavity-minimum of 25 dB rejection at +/- 1 MHz
3. 406-512 MHz
Single Stage Isolators-minimum of 30dB
TX cavity-minimum of 25 dB rejection at +/- 1 MHz
4. 800-1000 MHz
Single Stage Isolators-minimum 30dB
TX cavity-minimum of 20dB rejection at +/- 5 MHz

*** Harmonic Filters are also required with single or dual stage isolators.**

III. **ANTENNA AND MOUNTS MUST BE:**

1. Mounted only on approved side arms or other specified mount and only one per mount unless authorized by LICENSOR.
2. All mounting hardware must be hot dipped galvanized or non-corroding metal.
3. Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
4. Grounded at (1) tower mount (2) base of tower and (3) cable port entry.
5. Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Skotchkoted (including pigtails).
6. Antennas with corroded or oxidized elements must be repaired or replaced.
7. Unless otherwise authorized by LICENSOR, all antennas must be enclosed in fiberglass radomes.
8. Mounting pipes must be cut such that they do not extend into the antenna radiating element.
9. Any rusted, corroded or damaged hardware must be replaced.

IV. **TOWER**

1. No welding or drilling of any Tower members will be permitted.

V. **CABLE**

1. All antenna lines to be jacketed heliax or (equivalent), ____" or greater. Cable size must conform to agreement technical specifications.
2. No kinked or cracked cable.
3. Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.

4. All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
5. All used and unused lines must be tagged at both ends showing termination points.
6. Where no troughs or cable trays exist, all cable must be secured at not less than 3' intervals.
7. All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
8. All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and _____"
9. Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.

VI. CONNECTORS

1. Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors.
2. Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. RECEIVERS

1. No RF pre-amps permitted in front end unless authorized in writing by LICENSOR.
2. All chassis shields must be in place.

VIII. TRANSMITTERS

1. Must meet original manufacturer's specifications.
2. All chassis must be in place.
3. Must be tagged with Licensee's name, equipment model, serial number and operating frequencies.
4. All power amplifiers must be shielded.
5. Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. CABINETS

1. Must be grounded to building ground system.
2. All doors must be on and closed.
3. All unused holes larger than 1" must be covered with copper screen or solid metal plates.

X. INSTALLATION PROCEDURES

1. Installation may take place only after LICENSOR has approved of the date and time, and only during normal working hours, unless otherwise authorized in writing.
2. Licensee must fax an as-built sketch detailing actual location of equipment to LICENSOR at promptly upon completion of installation.

XI. MISCELLANEOUS

1. All installations must be maintained in a neat and professional manner.
2. Doors to equipment and antenna spaces shall be closed and locked at all times.
3. Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, maintenance, repair and removal.

EXHIBIT B

TOWER CONSTRUCTION LICENSE AGREEMENT

This **TOWER CONSTRUCTION LICENSE AGREEMENT** ("License") is made on _____, 20__ between:

THE MICHIGAN DEPARTMENT OF _____,
as Licensor (hereafter "the State"),
whose address is:

and

AAT COMMUNICATIONS CORPORATION,
a New York corporation,
as Licensee (hereafter "AAT"),
whose address is:
517 Route One South
Iselin, NJ 08830

WITNESSETH, In consideration of the mutual covenants and obligations herein contained, the State and AAT agree as follows:

1. DEFINITIONS

The following terms used in this License shall have the meanings set forth below:

A. Access Route: The route indicated on the Plot Plan attached as Exhibit 1 by which AAT and its Sublicensees shall have access to the Site.

B. CAD: Computer aided design.

C. Commercial Wireless Telecommunications Purpose: A purpose that is exclusively or predominantly private, rather than public or governmental, in nature. It includes cellular, personal communications services (PCS), paging or other similar commercial wireless telecommunications services provided to third parties.

D. Confidential Information: Any information disclosed by either party to the other party, in writing or as contained in documents, diskettes or any other tangible format including software and databases, that is clearly marked and designated as "Confidential" or "Proprietary". Confidential Information shall not include any information that is in the public domain or is required by law to be disclosed by the receiving party.

E. Day(s): Business days, Monday through Friday from 8:00 a.m. to 5:00 p.m., inclusive, except for holidays observed by the State.

F. DMB: The Michigan Department of Management and Budget.

G. Effective Date: This License shall become effective on the date executed by the State.

H. Environmental Laws: The statutes referenced in Paragraphs 1K–1M and Paragraph 1Q below, the Occupational Safety and Health Act, 29 USC 651 *et seq*, the Hazardous Materials Transportation Act, 49 USC 5101 *et seq*, any analogous State statutes, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.

I. Equipment: Any equipment owned by a Sublicensee, the State, or AAT, as the case may be, including without limitation, antennas, dishes, cables, and any other equipment installed and/or used at a Facility.

J. Facility or Facilities: Any structure, including without limitation, any Tower, Replacement Tower, Relocation Tower, shelter, buildings, cabinet, foundation, and fencing located on the Site that may be used for Commercial Wireless Telecommunication Purposes. The term “Facility” or “Facilities” does not include Equipment.

K. Hazardous Condition: The release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance, pollutant or waste under federal, state, or local Environmental Laws, rules, or regulations. Hazardous Condition includes, but is not limited to, any activity causing, or condition involving the presence in soil, surface water or ground water, of: (i) any Hazardous Waste, Pollutant, or Hazardous Substance as defined in the Resource Conservation and Recovery Act, 42 USC 6901 *et seq*, as amended (RCRA) and any rule or guideline promulgated thereunder; (ii) any Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq*, as amended, (CERCLA) and any rule or guideline promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, 15 USC 2601 *et seq*, as amended, and any rule or guideline promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, 33 USC 1251 *et seq*, as amended, and any rule or guideline thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant as defined under the Clean Air Act, 42 USC 7401 *et seq*, as amended, and any rule or guideline promulgated thereunder; and (ix) any substance or waste regulated under any other applicable environmental law, including but not limited to the Michigan Natural Resource and Environmental Protection Act, MCL 324.101 *et seq*; MSA 13A.101 *et seq* (MNREPA), and the Michigan Public Health Code, MCL 333.1101 *et seq*; MSA 14.15(1101) *et seq* and any rule or guideline promulgated thereunder.

L. Hazardous Substances: Hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq*, and any subsequent or amended regulation thereto and as defined in the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq*, and any subsequent amendment thereto.

M. Hazardous Wastes: Hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 USC 6901 *et seq*, and any subsequent or amended regulation thereto.

N. Interference: Any unwanted signals that interfere with the intelligibility of desired signals.

O. License Fees: The fees that Sublicensees and the State, if applicable, are required to pay for use of the Site pursuant to a Site License. License Fees do not include costs of constructing a new Facility or improving an existing Facility, installing Sublicensee Equipment or State Equipment at the Site, or charges for utilities.

P. Parking Area: The area indicated on the Plot Plan attached as Exhibit 1 on which AAT and its Sublicensees may park vehicles.

Q. Pollutants: Pollutants as defined in the Federal Water Pollution Control Act, 33 USC 1251 *et seq.*, and any subsequent or amended regulations thereto.

R. Relocation Tower: A Tower and/or Facility to be constructed by AAT on real property owned by the State other than the Site as a result of the removal of a Tower and/or Facility from the Site pursuant to Paragraph 21 of this License.

S. Replacement Tower: A Tower and/or Facility constructed by AAT on the Site to replace an existing Tower or other Facility.

T. Site: The real property owned by the State and described in Exhibit 1 that AAT is authorized to use only for Commercial Wireless Telecommunications Purposes pursuant to this License.

U. Site License: An agreement between AAT and a Sublicensee, substantially in the form shown in Exhibit 5, that authorizes the Sublicensee to use the Site for Commercial Wireless Telecommunications Purposes.

V. State: The State of Michigan, including, but not limited to, its departments, agencies, boards, commissions, officers, and employees.

W. State Equipment: Equipment owned by the State or to be used as part of a State communication system.

X. State Project Manager: The person the State designates in writing to manage and administer this License.

Y. Sublicensee: A third party carrier or other user of a Facility on the Site pursuant to a Site License granted by AAT.

Z. Sublicensee Equipment: Equipment owned by a Sublicensee.

AA. Term: The period of time during which this License will have effect.

BB. Tower: A tower constructed and owned by AAT on the Site for Commercial Wireless Telecommunication Purposes.

2. GRANT OF LICENSE AND TERM.

A. Grant and Term. The State licenses to AAT the sole right to use the Site for the construction, maintenance, improvement, renovation, and removal of a Tower and related Facilities, at AAT's sole cost and expense, only for Commercial Wireless Telecommunication Purposes, for a term of _____ years, beginning on the Effective Date and ending on _____, unless terminated sooner pursuant to the terms of this License. AAT shall not make any other use of the Site without the State's prior written consent.

B. Renewal. Provided that: (i) AAT is not in default under this License; (ii) this License has not expired or been terminated; and (iii) AAT notifies the State at least ninety (90) Days prior to the expiration of the then-current term of its desire to renew the term, AAT shall have the right to renew this License under the same terms and conditions for ____ additional terms of _____ years (each called a "Renewal Term").

3. CONSIDERATION FOR LICENSE

A. Amounts To Be Paid The State. As consideration for this License, AAT shall pay the State each month: (i) during the first twelve years of the Term, thirty (30) percent of all License Fees collected from all Sublicensees and the State during the preceding month; and (ii) during the remainder of the Term, including

any Renewal Terms, Fifty (50) percent of the License Fees collected from all Sublicensees and the State during the preceding month, beginning the month following the thirteenth anniversary of the Effective Date.

B. Method of Payment and Accounting. All amounts due the State under this License shall be paid by AAT through electronic funds transfer to the DMB within fifteen (15) Days after the end of the month in which AAT collected the License Fees. AAT shall provide with these payments a detailed written accounting by Site and Sublicensee showing: the amount of monthly License Fees due pursuant to each Site License, the amount of monthly License Fees AAT collected, and the amount of monthly License Fees or other amounts being remitted to the State.

C. Compromise of License Fees. AAT shall provide to the State a detailed description of all writeoffs, compromises, or waivers of any License Fees which are less than \$1,000 per month. All writeoffs, compromises or waivers of License Fees greater than \$1,000 per month shall be jointly discussed and approved in writing by the State Project Manager and AAT prior to such writeoffs. The State's approval shall not be unreasonably withheld.

4. SITE LICENSES.

A. Issuance of Site Licenses. Subject to the terms and conditions of this License, AAT, in its sole discretion, shall have the right during the Term of this License to issue Site Licenses granting Sublicensees the right to install Equipment on the Tower and at the Site. All Site Licenses granted by AAT shall be substantially in the form shown in Exhibit 5, and the term of any such Site License shall not exceed the remaining length of the Term or any applicable Renewal Term of this License.

B. License Fees. Each Site License shall specify a License Fee based on fair market/rental value, as determined by AAT in the exercise of its reasonable business judgment, and shall be within the range of rates AAT periodically provides the State. AAT shall have the right to offer commercially reasonable discounts to Sublicensees who bring other Sublicensees to the Site within a reasonable time frame or to Sublicensees who will install Equipment on other property owned by the State.

C. Negotiation of Site Licenses. AAT warrants that all Site Licenses shall be negotiated in an arms length manner, including those negotiated with any affiliate of AAT.

D. Disclosure of Site Licenses. AAT shall provide two (2) complete copies of all Site Licenses to the State Project Manager within ten (10) Days following full execution of any Site License.

E. Use of Site. AAT shall ensure that all Sublicensees fully comply with, the access procedures and requirements for the Site set forth in Exhibit 4.

F. Collocation. AAT shall use its best efforts to maximize collocation at the Site.

5. SITE ACCESS.

A. Route. AAT and its Sublicensees, and their employees, agents, contractors and invitees, shall access the Site via the Access Route specified in Exhibit 1.

B. Procedures and Requirements. AAT, and its employees, agents, contractors and invitees, shall fully comply with the access procedures and requirements for the Site set forth in Exhibit 4. AAT shall ensure that its Sublicensees, and their employees, agents, contractors and invitees, fully comply with, those access procedures and requirements.

C. Maintenance Of Access Route. Unless specified otherwise in Exhibit 4, AAT shall maintain the Access Route to the extent reasonably necessary for the passage of vehicles over the Access Route.

6. FACILITIES CONSTRUCTION.

A. Facility Specifications. Unless the parties subsequently agree otherwise in writing, the Tower to be constructed on the Site shall conform to the specifications set forth in Exhibit 2 to this License. With prior written approval of the State Project Manager, which shall not be unreasonably withheld, AAT may modify the final specifications of the Tower prior to submitting applications for required governmental approvals pursuant to Paragraph 11 of this License. AAT will have exclusive responsibility and liability for the integrity, safety and maintenance of all Facilities at the Site.

B. Preconstruction Requirements. Not later than fifteen (15) Days prior to beginning construction of any Facility on the Site, AAT shall submit to the State Project Manager the following items:

- (i) Final construction plans and a Facility description signed and sealed by a professional engineer licensed by the State. a
- (ii) The construction schedule.
- (iii) The names of contractors who will fabricate and erect the Facilities and/or install Equipment. and/or
- (iv) A boundary line survey by a surveyor licensed by the State.
- (v) The number of Equipment buildings.
- (vi) A description of any security measures.
- (vii) A list of any State Equipment that the State has requested to be installed at the Facility, and the elevation, and installation specifications of such State Equipment.
- (viii) Insurance Certificates.
- (ix) A copy of all permits required by law.
- (x) A Labor and Material Blanket Bond ("Bond") with an aggregate value of \$1,000,000.

C. Post-Construction Requirements. Upon completion of construction, AAT shall provide the State Project Manager with three complete sets of "as built" site plans stamped by a professional engineer licensed by the State. AAT shall further promptly restore all disturbed areas of the Site to their original condition within thirty (30) Days, excepting reasonable wear and tear and damage from the elements and Casualty, as defined in Paragraph 20.

D. Parking Area. AAT and its Sublicensees, and their employees, agents, contractors and invitees, shall have the right to park vehicles in the Parking Area shown in Exhibit 1 during periods of construction, installation, maintenance, repair, inspection and removal of the Facilities and Equipment.

E. Use of Adjacent Property. During construction of the Facilities, AAT shall have the right to use that State property adjacent to the Site, as shown in Exhibit 1 for construction activities and temporary storage of materials and vehicles. Upon completion of construction, AAT shall restore the adjacent property to its original condition, excepting reasonable wear and tear and damages from the elements and Casualty, as defined in Paragraph 20.

F. Property Damage. AAT and its Sublicensees shall repair within thirty (30) days any damage to the Site or any other property resulting from the construction of any Facility, storage or installation of any Equipment, or the parking or transit of any vehicle.

[THE FOLLOWING PROVISION IS TO BE USED ONLY IN A TCL AUTHORIZING REPLACEMENT OF AN EXISTING STATE FACILITY.]

G. Replacement Tower. In the event that the State authorizes AAT to construct a Replacement Tower, AAT, at its sole cost, shall dismantle and remove the old Facility within sixty (60) Days after completing construction of a Replacement Tower and relocating all Sublicensees. AAT shall fully cooperate with the State and all Sublicensees in relocating and installing their Equipment on the Replacement Tower and shall use all

commercially reasonable efforts to minimize any "downtime" associated with relocating such Equipment. AAT shall relocate and install such Equipment at AAT's sole cost and expense. The State, at its option, may have a third party relocate and install the State Equipment at the State's sole cost.

7. STATE USE OF SITE AND EQUIPMENT INSTALLATION.

A. State's Rights to Install. Subject to the terms of this paragraph, the State shall have the right at all times to have State Equipment installed upon the Facilities subject to space availability, capacity, technical compatibility, the execution of a reasonable Site License, and the rights of, or commitment to, any then existing Sublicensee or pending Sublicensee under active negotiations evidenced by written documentation ("the Installation Criteria").

B. Reservation Of Space By The State. If the State notifies AAT on or before the date this License is issued ("the Notice Reservation Period") of the State's intention to have State Equipment installed on the Tower to be constructed on the Site and AAT determines, based on the Installation Criteria, that such request can be accommodated, then AAT shall reserve the applicable space on the Tower for a period of one (1) year from the date the Tower is constructed and ready for installation of Equipment ("the Space Reservation Period"). If the State does not have its Equipment installed on the Tower during the Space Reservation Period, then AAT shall have no further obligation to reserve that space for State Equipment.

C. Requests to Install Equipment After the Notice Reservation Period. Regardless of whether the State notifies AAT during the Notice Reservation Period of the State's intention to have State Equipment installed on the Tower, the State, at any time, may request that State Equipment be installed upon the Tower. The State Project Manager must notify AAT in writing of the State's desire to place State Equipment on the Tower at the Site. The notice shall include the approximate type and size of such State Equipment, the approximate elevation at which such State Equipment would be installed, and the approximate location where any applicable shelter would be installed. AAT shall review the request based on the Installation Criteria and shall notify the State Project Manager within thirty (30) Days whether it can accommodate such request. AAT shall use its best efforts to accommodate the State's request to place State Equipment on the Site. If AAT disapproves any installation based on a determination that it will likely cause material Interference with the operation of any existing Sublicensee Equipment, AAT shall not install the State Equipment until the parties mutually agree that the predicted Interference can be eliminated and upon the method for eliminating such Interference.

D. Installation of State Equipment. Subject to subparagraphs A, B, and C above, AAT shall use its best efforts to accommodate installation of the State's Equipment within sixty (60) Days after notice from the State Project Manager of the proposed installation. The State shall either pay AAT a commercially reasonable fee to have the State Equipment installed on the Tower or may select a third party to install the State Equipment at the State's sole cost.

E. Payment Of License Fee By State. The State shall not be required to pay AAT any License Fee for the State Equipment installed at the Site if the State timely notified AAT of the State's intention to have the State Equipment installed at the Site during the Notice Reservation Period. In the event the State does not timely provide AAT with such notice during the Notice Reservation Period or, after giving such notice, fails to install the State Equipment during the Space Reservation Period, then the State shall be required to pay AAT a reasonable market rate License Fee for the State Equipment established by AAT subject to a twenty-five percent (25%) discount.

F. Improvements By AAT For State. AAT, at no cost to the State, shall make any customary improvements and/or take customary measures that are necessary to accommodate the State's use of the Site provided that: (i) such improvements and measures are similar to improvements or measures provided at no charge to Sublicensees at the Site; and (ii) such improvements are identified before construction of the Facility commences.

8. UTILITIES.

A. AAT Utility Responsibility. AAT shall be solely responsible for obtaining and maintaining all utility services as may be necessary for the operation of the Facilities at the Site.

B. State Utility Responsibility. The State shall be solely responsible for obtaining and maintaining at its expense all utility services for State Equipment. The State shall also be responsible for all costs including, without limitation, costs associated with separate metering of its electrical use and the installation and operation of any backup generators at the Site that the State determines is necessary with respect to the State Equipment.

C. Utility Service For Site. Neither AAT nor any Sublicensee may authorize a utility company to place a utility line on the Site. Only the State may authorize use of the land for utility purposes. Any utility company shall obtain an easement or permit from the State prior to installing any utility line on any State property, including the Site.

D. Backup Generator. In the event a backup generator is necessary at the Site, the fuel tank for the generator shall be an above ground unit that has been approved by both the State agency having jurisdiction over such tanks and by the State Project Manager.

9. INTERFERENCE.

A. Sublicensee Equipment. AAT shall require that the Sublicensee Equipment installed by any Sublicensee shall not cause Interference to any Equipment existing at the time of such installation at or in close proximity to the Site. In the event of any such Interference, AAT shall promptly notify the Sublicensee of the offending Equipment and the Sublicensee shall have forty-eight (48) hours from its receipt of such notice to minimize such Interference to an acceptable degree. If the Interference is not minimized to an acceptable degree within such forty-eight (48) hour period, the Sublicensee shall be required to shut down the offending Equipment (except for intermittent testing during the course of affecting a cure) until such time as the Interference is remedied. AAT shall further ensure that all Sublicensee Equipment complies with FCC requirements with respect to systems on or in close proximity to the Site.

B. State Equipment. The State shall not install any Equipment that will cause Interference with existing Sublicensee Equipment, or Sublicensee systems or operations at or in close proximity to the Site. In the event of any such Interference, the State agrees to cooperate with AAT in identifying the source of and promptly eliminating same. AAT shall make recommendations to the State as to how to eliminate any Interference that develops caused by the State Equipment.

10. RF EMISSIONS.

A. RF Compliance. AAT shall be responsible for ensuring that the Equipment does not cause radio frequency ("RF") emissions which are in excess of the safe limits established by the FCC (the "RF Standards"). Before installing the Equipment, AAT shall survey the existing RF environment at the Site. By installing the Equipment, AAT shall be deemed to have represented to State that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Site as of the Effective Date cause to be violated, the RF Standards.

11. GOVERNMENTAL APPROVALS/COMPLIANCE WITH LAW.

A. Governmental Approvals. AAT shall be solely responsible for obtaining all permits, certificates and other approvals as may be required by law for the construction, operation, use and maintenance of the Facilities including but not limited to zoning. AAT shall provide copies of such documentation to the State Project Manager. The State agrees to cooperate with AAT, to the extent reasonably necessary, in obtaining such permits, certificates and approvals. AAT shall be solely responsible for the cost of filing such applications and of obtaining any required approvals.

B. Sublicensee Compliance with Laws. AAT shall require that all Sublicensees comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in connection with their use of the Site including, without limitation, all regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), and the Michigan Tall Structure Act. AAT shall require all Sublicensees to obtain all permits, certificates and other approvals required by law or regulation in connection with the Site License and shall provide copies of such documentation to the State.

C. State Compliance with Laws. The State shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in connection with this License including, without limitation, all FCC regulations with respect to State Equipment.

D. AAT Compliance with Laws. AAT shall have the sole responsibility for ensuring that the Facilities are constructed, operated, and maintained in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including zoning ordinances, FCC and FAA requirements, and the Michigan Tall Structure Act.

12. SECURITY AND LANDSCAPING.

A. Security. AAT shall either construct and maintain a fence with a locked gate around the Site or, with prior written approval of the State Project Manager, shall undertake other appropriate means to restrict access to the Site. AAT shall promptly provide the State with a key or access code to such fence or gate. The State shall have no liability for any vandalism or theft of the Facilities, Sublicensee Equipment, or any vehicles brought onto the Site by AAT or any Sublicensee.

B. Landscaping. AAT shall develop a landscaping plan for the Site that minimizes the visual impact of the Facility. AAT shall obtain the State Project Manager's written approval of the landscaping plan prior to implementing the plan. The State Project Manager may require AAT to make reasonable modifications to any landscaping plan to address reasonable public concerns.

13. MAINTENANCE.

A. Maintenance Of Facilities And Equipment. AAT shall maintain the Facilities in a state of good repair and safe condition. AAT shall require that all Equipment shall be maintained to a similar standard. The State shall ensure that the State Equipment shall be maintained in a state of good repair and safe condition.

B. Maintenance Of Site. AAT shall maintain and, to the extent reasonable in light of the proper design, operation and maintenance of the Facility, preserve the aesthetic appearance of the Site, and shall implement reasonable measures to preserve and maintain the aesthetic and historic integrity of the Site.

C. Repairs. AAT, at its sole expense, shall be responsible for performing all repairs necessary to keep all Facilities on the Site and easements or other access to the Site in good and tenantable condition including such maintenance, alterations, additions, or improvements reasonably necessary to remain in compliance with generally accepted engineering practices, all applicable FCC/FAA Rules, and all other applicable federal, state and local laws, rules, regulations, and ordinances.

D. Warning Signs. AAT shall cause warning signs to be placed on the Site and do whatever else is reasonably necessary to comply with applicable safety standards, including, but not limited to, electromagnetic-energy safety standards as set forth in applicable federal, state, and local, laws, rules, regulations, and ordinances related to its use of the Site.

14. INSPECTION OF FACILITIES.

A. Inspection by State. The State shall have the right at all reasonable times during business hours following five (5) Days advance written notice to inspect the Site and all Facilities at the Site.

B. Professional Inspection By AAT. AAT, at its sole cost, shall obtain a professional inspection of the Tower every five (5) years after the Effective Date. Inspections shall be performed by firms with at least three (3) years of tower inspection experience and shall be in accordance with ANSI EIA/TIA-222-E. When the Tower has reached fifty (50) percent of the capacity for which it was originally designed, AAT shall have a structural analysis of the Tower performed prior to installing any additional Equipment. AAT shall promptly provide a copy of the results of the inspections and structural analysis to State at no cost to the State. Thereafter, AAT may continue to have Equipment installed at the Tower in accordance with the original design capacity or any modifications thereto as required in the results of the structural analysis.

15. ENVIRONMENTAL.

A. Compliance With Laws. AAT and the State shall fully comply with all applicable federal, state, and local Environmental Laws, rules, regulations, and ordinances in connection with this License.

B. Notification To State. Except as specified in subparagraph C below, AAT shall promptly notify the State in writing upon learning of the following conditions and before disturbing such conditions: (i) any Hazardous Condition at the Site of which AAT has knowledge; or (ii) any unusual physical condition of the Site that differs materially from those ordinarily encountered and generally recognized by AAT as inherent in connection with the construction of Facilities.

C. No Hazardous Substances On Site. AAT, the State, and the Sublicensees shall not bring onto the Site, or any other State property any Hazardous Substance, Hazardous Waste, Pollutant, asbestos, polychlorinated biphenyls (PCBs), petroleum product, or other fuel (collectively "Environmental Hazards") without the prior written consent of the State Project Manager, except as same is contained in any vehicle, cleaning product or back-up power unit or generator brought onto the Site, pursuant to AAT's rights under this License or in the ordinary course of business. AAT shall not construct, or cause to be constructed, any type of underground storage tank system on the Site without obtaining the prior written approval of the State Project Manager. Any underground storage tank system that is constructed or installed at the Site shall meet all applicable State standards. AAT shall be solely responsible for ensuring compliance of such underground storage tank systems constructed on the Site with all applicable Environmental Laws and for removing such systems at the Site.

D. Remediation Responsibility: Except as provided in Subparagraph C above, in the event AAT, the State, any Sublicensee, or any affiliate, agent, employee, or contractor of any of them, introduces any Hazardous Condition to the Site or, a Facility directly or indirectly, the party who introduces such Hazardous Condition shall be solely responsible for removing such introduced materials and for remediating the Site or Facility.

E. Environmental Reports. The parties acknowledge that the Site may be subject to the provisions of MNREPA and may require the preparation of environmental reports or consideration of potential environmental impacts under MNREPA or the National Environmental Policy Act, 42 USC 4321 *et seq*, ("NEPA"). AAT shall bear the cost of preparing any required environmental reports, analyses, or other documentation related to the development of the Facilities at the Site.

F. Survival Of Paragraph. This paragraph shall survive the expiration or earlier termination of this License.

16. INSURANCE.

A. AAT Insurance Requirements. AAT shall purchase and maintain such insurance as will protect against claims set forth below which may arise out of or result from its operations under this License, whether such operations be by AAT or by any AAT subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable ("AAT Parties"):

(i) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. AAT shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any AAT Parties' employees that reside and are hired in Michigan; and with respect to any other AAT Parties' employee protected by the workers' disability compensation law of any other state, AAT shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of AAT's employees.

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than AAT employees, subject to limits of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

(iv) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverages may be layered to achieve these results.

(v) The insurance required under this paragraph shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to AAT's indemnification obligations under this License.

B. Delivery of Insurance Certificates to State. Before starting any construction of a Tower or other Facility under this License, AAT shall furnish to the State Project Manager certificates of insurance verifying liability coverage, listing the State as an additional insured. All such certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) Days prior written notice has been given to the State Project Manager.

C. Contractor Insurance. AAT shall require the AAT Contractors to obtain and maintain insurance with respect to the Equipment in the amounts specified in Subparagraph A above and naming the State as an additional insured thereunder. Prior to commencing work at the Site, each of AAT's Contractors shall provide the State with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that the State is named as additional insured thereunder; and that such policies cannot be cancelled or amended without at least ten (10) Days' prior notice to the parties named thereunder as additional insured.

D. Liability For Contractors. Notwithstanding the foregoing, AAT shall have full responsibility and liability for all actions of the AAT Contractors and to indemnify and hold the State harmless from and against any and all claims, losses, damages or costs for which State is not fully reimbursed pursuant to Subparagraph C above.

17. INDEMNIFICATION.

A. **AAT General Indemnification Obligation.** AAT shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(i) Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the performance of any work, duties, responsibilities, or any action or omission of AAT or any of its subcontractors under this License;

(ii) Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by AAT of any representation or warranty made by AAT in this License;

(iii) Any claim, demand, action, citation or legal proceeding against the State, its employees and agents, arising out of or related to any occurrence that AAT is required to insure against as provided for in this License;

(iv) Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by AAT, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State; or

(v) Any claim, demand, action, citation or legal proceeding against the State, its employees and agents that results from any act or omission of AAT or any of its subcontractors in its or their capacity as an employer of any person.

B. AAT Environmental Indemnification Obligation. AAT shall indemnify and hold harmless the State, any successors and assigns, and its/their present and future officers, directors, employees, agents and attorneys, from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees, which the State or any of those indemnified may suffer, incur, be responsible for, or pay as a result of:

(i) any governmental action order, directive, administrative proceeding or ruling;

(ii) personal or bodily injuries including death or damage including loss of use of any property, public or private; however, this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

(iii) cleanup, remediation, investigation or monitoring of any Hazardous Substance, Hazardous Waste, Pollutant, or other Hazardous Condition, or adverse effect upon human health or the environment; or

(iv) any violation or alleged violation of any law, statute, ordinance, order, rule or regulation of any governmental entity or agency, directly or indirectly caused by or arising out of any Hazardous Condition existing on or about the Site but only to the extent that such Hazardous Condition is caused solely and directly by the

activities of AAT, any
AAT.

Sublicensee, or by any contractor or subcontractor of

C. No Limitation on Indemnification Obligation. In any and all claims against the State, or any of its agents or employees, by any employee of AAT or any of AAT's subcontractors, the indemnification obligation under this License shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for AAT or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subparagraphs, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subparagraphs.

D. Sublicensee Indemnification Obligation. AAT shall ensure that all Site Licenses will contain an indemnification provision substantially similar to the provisions of Subparagraphs A, B and C above.

E. Survival Of Paragraph. This provision shall survive the termination or expiration of this License.

18. BONDING.

If the State exercises its right under the Bond issued pursuant to Paragraph 6.B and the surety fulfills its obligations under the Bond, then the surety issuing such Bond, upon substantial completion of any Facility, shall be entitled to receive the License Fees, excluding the amount owed to the State pursuant to Paragraph 3.A, that would have otherwise been paid to AAT under this License until the surety has been fully reimbursed for its actual costs incurred in discharging its obligations under such Bond. This provision shall not apply if the surety has otherwise been compensated for any payment made by it under the Bond.

19. TAXES.

A. Payment of Taxes on Site by AAT. AAT covenants and agrees to pay from the execution of this License and throughout the duration of this License, and before any fine, penalty or costs shall be added thereto for nonpayment thereof, all property taxes, impositions and assessments for the use of the Site, ordinary or extraordinary, foreseen or unforeseen, which are properly levied or assessed against the Site and all improvements constructed thereon and which become payable during the term hereof, if any. AAT shall be responsible for and shall timely pay: (i) all ad valorem property taxes imposed under the General Property Tax Act ("GPTA") 1893 PA 206, MCL 211.1 *et seq*, or any subsequent act of the legislature, upon the real or tangible personal property on the Site; (ii) all taxes imposed under provisions of 1953 PA 189, MCL 211.181, or any subsequent act of the legislature upon AAT for the use of the Site.

B. Installment Payment Of Taxes. Upon the State Project Manager's written request, AAT shall furnish written evidence of the payment of said taxes, governmental impositions, special assessments, levy or general assessments (all of which may sometimes collectively be referred to in this License as "impositions" or "Impositions") to the State Project Manager within thirty (30) Days of such request. However, if any assessments, special and/or general, are assessed or levied against the Site and improvements during the Term and any applicable Renewal Term of this License, and payment thereof is permitted or provided to be made in installments over a period of years, AAT shall be obligated to pay only those installments which are required to be paid during the Term or any applicable Renewal Term of this License.

C. AAT Right to Contest Taxes. If AAT, in good faith, shall desire to contest the validity or amount of any tax, governmental imposition, levy, special or general assessment or other Imposition herein agreed to be paid by it, AAT shall notify the State Project Manager in writing of its intention to contest the same, and AAT shall not be required to pay, discharge or remove such tax, governmental imposition, levy, or special or general assessment so long as it shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate proceedings, in its own name or in the name of the State (the latter only after approval by the Attorney General; provided that in those instances where the contested tax is, by law, imposed upon AAT, prior approval of the Attorney General is not required and the suit should be brought in the name of

AAT, rather than the State.) If any such proceeding is pending, the State shall not have the right to pay, remove or discharge any such tax, governmental imposition, levy, special or general assessment or other Imposition thereby contested, and such delay of AAT in paying the same until final determination of such disputed matter shall not be deemed a default under the terms and conditions of this License. If AAT's failure to pay in accordance with the terms of this Paragraph exposes the Site to sale for such nonpayment, AAT shall pay, under protest, reserving AAT's rights hereunder, any such tax, governmental imposition, levy, or special or general assessment. If AAT fails to pay, the State shall have the right to do so and upon such payment by the State, under protest, AAT shall, immediately after proof of such payment shall have been submitted to it by the State, and on demand therefore, pay the State the amount of any such payment so made by the State. AAT shall have the right, if permitted by law, to pay under protest any Impositions and reserve its right under this License.

D. Refund of Taxes. The State further covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition, levy, or special or general assessments paid by AAT under the provisions of this License, such refund or rebate shall belong to AAT. Any such refunds or rebates that are received by the State shall be trust funds and shall be paid to AAT within fifteen (15) Days of receipt by the State. The State shall, on request of AAT, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to AAT such refund or rebate as received by the State.

E. State Responsibility For Taxes. Except as otherwise specified in this License, the property taxes, governmental impositions, special and general assessments and other Impositions becoming payable during the Term and any applicable Renewal Term will be paid by AAT in full. The State will not be responsible for any taxes or assessments still owing at the end of the Term or any applicable Renewal Term. The State shall remain responsible, nonetheless, for any taxes imposed under State law which are not the personal obligation of AAT as the owner, occupant or user of tax exempt properties, in particular, under the provisions of 1953 PA 189 or 1893 PA 206, § 8, or any subsequent act of the legislature.

F. Proration Of Taxes With State. In the final year of the License, if State law removes the tax exempt status enjoyed by property owned by the State, the State will pay its prorated portion of the real property taxes for the last calendar year. Proration shall be based on the calendar year nature of the property taxes. In other words, AAT will be responsible for that portion of taxes which is equal to the number of days in the period from January 1 through and inclusive of the last day of occupancy, divided by the number of days in that calendar year. This proration shall be carried out regardless of the manner in which AAT and the State are billed for the taxes.

20. CASUALTY.

In the event of casualty causing damage to or destruction of any Facility or affecting AAT's or the Sublicensees' operations and/or the use of the Site, Access Route or Parking Area by AAT or its Sublicensees ("Casualty"), AAT shall have the option to either: (i) repair and restore said damaged or destroyed improvements; or (ii) repair and restore those portions of the Site necessary for AAT and its Sublicensees to continue their operations and/or use of the Site, Access Route or Parking Area.

21. RELOCATION OF FACILITY.

A. Relocation Due To Government Order. If a Facility is required to be removed and/or relocated due to the order of any court or governmental regulatory agency, AAT shall work with the State and the Sublicensees to perform such removal, relocation or replacement at no cost to the State.

B. Relocation Due To State Need For Site For Governmental Purposes. The State shall have the right, upon six months written notice, to terminate this license and to require AAT to remove and/or relocate a Facility due to the operational needs of the State to use the Site for governmental purposes to construct, improve or alter any physical structure owned or operated by the State on the State Property where such construction, improvement or alteration would be prevented or materially impaired by the physical presence of the Facility. All costs associated with relocation will be AAT's responsibility. The State will use its best efforts

to find an alternative Site on State Property if it becomes necessary to use the Site for governmental purposes and to terminate this License under this Subparagraph. No termination compensation will be paid to AAT regardless of whether an alternative State Site is available.

C. Relocation Due To Sale Of Site. Notwithstanding Subparagraph B above, the State, with six months written notice, may terminate this License and require AAT to remove and relocate a Facility due to the State's sale of the Site. If the State requires AAT to remove the Facility under this subparagraph, then the State shall use its best efforts to find an alternative Site owned by the State for construction of a Relocation Tower. If the State terminates this License pursuant to this subparagraph and is unable to locate an alternative Site on State Property for construction of a Relocation Tower, then AAT shall be entitled to compensation equal to the depreciated construction costs of the Facility. If the State licenses an alternative Site to AAT, then the State shall bear AAT's costs of relocation as follows: (i) for relocation required by the State in years one through five after construction of the Facility, 100%; (ii) for relocation required by the State in years six through ten after the construction of the Facility, 50%; and (iii) for relocation required by the State in years eleven and later after construction of the Facility, 0%. If the State sells the Site to AAT for fair market value, then AAT shall not be entitled to any compensation under this Subparagraph.

D. Relocation At AAT's Request. If AAT requests to relocate a Facility, and such request is approved by the State, AAT shall be responsible for all costs related to relocating such Facility including, without limitation, all costs for relocating Equipment from the Facility. AAT may not relocate a Facility without prior written approval from the State, which approval shall not be unreasonably withheld. Any relocation to another State-owned site will be subject to the State application process and issuance of a new Tower Construction License.

E. Permits. AAT shall obtain all necessary permits prior to commencing the relocation of any Facility.

22. NON-DISCRIMINATION.

A. No Discrimination In Employment. In performing this License, AAT shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. AAT further agrees that every subcontract and Site License entered into for the Site will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor and Sublicensee. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201 *et seq*, and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and any breach shall constitute a material breach of this License.

B. No Discrimination among Service Providers. AAT shall not unreasonably discriminate among providers of functionally equivalent services.

23. DEFAULT/NOTICE/OPPORTUNITY TO CURE DEFAULT/TERMINATION FOR DEFAULT.

A. In the event either party fails to comply with any provision of this License, the other party shall promptly provide written notice of the default to the other party. The party alleged to be in default shall then have thirty (30) days to cure the default to the reasonable satisfaction of the other party. If the default can be cured within such period and is not cured within such period, then the non-defaulting party, at its option, may either extend the time for the defaulting party to cure the default or may immediately terminate this License by providing written notice of such termination to the party in default. If the default cannot reasonably be cured within such period and the party claimed to be in default has acted promptly and diligently to cure such default, then the period for curing such default shall be extended for such additional period of time as may reasonably be required to complete curing of the default.

B. The State may terminate this License upon one month written notice to AAT if AAT fails to comply with the nondiscrimination provision set forth in Paragraph 22 or if AAT, or any then current subcontractor, manufacturer, or supplier of AAT, subsequently appears in the Michigan Register of Employers Engaging In Unfair Labor Practices compiled pursuant to MCL 423.322.

24. TERMINATION FOR REASONS OTHER THAN DEFAULT.

A. Termination By The State. The State may terminate this License under any of the following circumstances:

(i) with one (1) month written notice to AAT, if AAT does not physically commence construction of a Tower or other Facility on the Site within one (1) year after the Effective Date of this License; or

(ii) with six (6) months written notice to AAT pursuant to Paragraph 21B and 21C.

B. Termination By AAT. AAT may terminate this License under the following circumstances:

(i) immediately at any time prior to physically beginning construction of a Tower or other Facility on the Site; or

(ii) with six (6) months prior written notice to the State, if, at any time during the Term or any applicable Renewal Term, AAT reasonably determines that use of the Site is commercially inadvisable or technologically impractical; or

(iii) upon thirty (30) Days written notice to the State if any required certificate, permit, license or approval is denied, canceled or otherwise terminated due to circumstances beyond AAT's reasonable control and, as a result, AAT is unable to use the Site for its intended purpose.

C. Termination Fee. If AAT terminates this License under Subparagraph B(ii) above, AAT shall, at the time notice of termination is given, pay the State a termination fee (the "Termination Fee") in an amount calculated as follows: $TF = ALF - PRE$. TF is the Termination Fee to be calculated hereunder; ALF is the aggregate amount of License Fees that would have been due the State for the Site for a period of one year following the termination date; and PRE is the amount, if any, of prepaid License Fees for such Site that are allocable to the period of time on or after the Termination Date. The Termination Fee shall be paid to the State in the same manner as required in Paragraph 3 of this License.

D. Effect of Termination. Following the effective date of termination of this License in accordance with any of the foregoing, neither party shall have any further obligation or liability hereunder, other than as may be specifically set forth herein. In no event shall either party ever be liable to the other party or to any Sublicensee for any damages, including any special, indirect, or consequential damages, such as but not limited to lost profits, lost business, lost business opportunities, or damage to business reputation.

25. DISPOSITION OR REMOVAL OF FACILITIES AND SITE RESTORATION.

A. Disposition of Facilities. Upon the expiration or termination of this License, AAT shall have the option of: (i) dismantling and removing the Facilities, and returning the Site to its original condition excepting reasonable wear and tear and damages from the elements and casualty; or (ii) selling the Facilities to the State at fair market value. AAT shall notify the State no later than six (6) months prior to the expiration of this License in writing if the AAT desires to sell the Tower and/or other Facilities to the State. Thereafter, the parties shall negotiate the terms and conditions of the purchase in good faith. If the parties fail to reach an agreement prior to expiration of this License, then AAT shall remove the Tower as provided below.

B. Removal Of Facilities By AAT. Within six (6) months following the expiration or termination of this License, AAT, at its sole cost, shall dismantle and remove the Facilities and all other improvements placed by AAT upon the Site and shall restore the Site, to a depth of six (6) inches below surface, to its original condition that existed on the Effective Date, reasonable wear and tear and damage from the elements and Casualty excepted.

C. Removal Of Facilities By State. **If AAT fails to timely remove the Facility restore the Site, the State has the right to remove the Facility and to restore the Site at AAT's cost.**

26. AUDIT.

A. Maintenance of Records. AAT shall maintain true and correct records ("Records") of the following during the Term of this License and for a period of six (6) years following the expiration or termination of this License:

(i) All permits and approvals required in connection with this License.

(ii) All records relating to accounting, billing and collection of all fees including, but not limited to License Fees, constructions costs and surcharges under this License and AAT's payment to the State of all amounts required under this License. Such records shall be maintained in accordance with generally accepted principles of accounting and other procedures specified by the State.

(iii) All environmental reports, data, and analyses required under this License.

(iv) All records relating to AAT's procedures and controls in connection with the performance of this License.

(v) All operational records relating to AAT's performance under this License.

B. State Right To Audit. During the Term of this License and for a period of six (6) years after the expiration or termination of this License, the State, the Department of Auditor General, or their authorized designees, may from time to time and upon at least five (5) Days advance written notice to AAT make an audit of the Records during reasonable business hours. Any overpayment or underpayment shown by such an audit shall be promptly corrected.

C. AAT Internal Audit. By no later than March 30 of each calendar year of the Term, AAT shall provide the State with a certified list of all Sublicensees at the Site during the previous year and a copy of AAT's own internal annual audit for the Site. Such list shall include each Sublicensee by name, the Site License term for each such Sublicensee, and the contract number under which each Sublicensee is operating. This information is subject to any existing confidentiality agreements with Sublicensees. This restriction shall not restrict the State from access to the information.

27. CONFIDENTIALITY.

A. Disclosure of Confidential Information. Confidential Information shall be safeguarded or released as necessary under the following conditions:

(i) To the extent that the respective security measures for the Confidential Information at issue are otherwise reasonable and prudent, the State and AAT shall use the same degree of care to prevent disclosing the Confidential Information to third parties and to avoid unauthorized disclosure, publication or dissemination that it exercises with its own most confidential information. The parties may recommend specific security measures for each to follow to maintain the confidentiality of Confidential Information.

(ii) The parties acknowledge that the State is subject to the Michigan Freedom of Information Act. The Confidential Information provided by AAT to the State pursuant to this License shall be protected and not disclosed to the extent permitted by Michigan law. The State shall promptly furnish notice of any request for disclosure of such Confidential Information made to the State by a third party, and of any lawsuit filed against the State in an effort by any third party to obtain the Confidential Information. Materials and documents not marked as proprietary and/or confidential and provided to the State by AAT will be subject to disclosure, without notice to AAT, under the Freedom of Information Act, as amended, MCL 15.231 *et seq.*

(iii) The State's or AAT's confidentiality obligation under this License, except for the State's obligation to provide notice to AAT of a pending request for disclosure or legal action by a third party, shall not apply to any Confidential Information, including computer programs or databases, that:

- a. becomes publicly known through no wrongful act by the State or AAT;
or
- b. is rightfully received from sources independent of the State or AAT and
without breach of this License; or
- c. is explicitly approved for public release by written authorization of AAT or
the State, respectively; or
- d. is required to be disclosed by order of a court of competent
jurisdiction.

B. Non-Disclosure Of State Information By AAT. AAT shall not release or provide any data or information provided by the State in connection with this License to any third party, except AAT's attorneys and accountants, without the prior written approval of the State Project Manager.

28. NOTICES.

Any notice or demand required or permitted to be given or made hereunder shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial "overnight" mail delivery service, addressed as follows:

For the State, to:

Maureen Myers, Senior Project Manager
Department of Management and Budget
Office of Project Management
Lewis Cass Building
320 S. Walnut
Lansing, MI 48913

For AAT, to:

William J. Marraccini
President
AAT Communications Inc.
517 Route One South
Iselin, NJ 08830

With a copy to:

Wendy Knudsen
Vice President
General Counsel
AAT Communications
517 Route One South
Iselin, NJ 08830

Any such notice shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by certified or registered mail.

29. OWNERSHIP OF FACILITIES AND EQUIPMENT.

A. Ownership of Facilities, AAT Equipment and Sublicensee Equipment. The State acknowledges that the ownership of the Facilities, Equipment owned by AAT, and Sublicensee Equipment shall be vested in AAT and/or its Sublicensees, as the case may be, and the State agrees to make no claim thereto.

B. Ownership of State Equipment and Property. AAT agrees that ownership of the State Equipment and the Site, separate and apart from the Facilities, shall be vested in the State and AAT shall make no claim thereto. This License shall not confer, and shall not be deemed as conferring, upon AAT or any Sublicensee any ownership or possessory interest in any real property owned by, or under the jurisdiction of, the State, and AAT warrants that it shall never make any claim of such ownership interest.

C. Prohibition Against Encumbering State Property. Neither AAT nor any Sublicensee may mortgage, pledge, or otherwise encumber any real or personal property owned by the State or the portion of License Fees that the State is entitled to receive for use of the Site. Neither AAT nor any Sublicensee shall allow any liens to be placed upon the Site.

30. QUIET ENJOYMENT.

The State represents that, upon AAT's payment of the amounts due under this License and observance of all terms and conditions of this License, AAT shall have peaceful and quiet enjoyment of the Site.

31. EXCLUSIVITY.

The State shall not itself construct or operate, nor shall the State grant to any other party the right to construct or operate, any Facility upon the Site as of and from the Effective Date of this License and during the Term of this License and any applicable Renewal Term.

32. STATE'S AUTHORITY TO GRANT LICENSE/NOTICE OF NEW ENCUMBRANCES.

A. State's Ownership of Property. The State represents that it has the full right and authority to enter into this License and to grant to AAT the rights granted hereunder.

B. New Encumbrances. The State shall notify AAT of all mortgages, liens and/or encumbrances that are placed on the Site after the Effective Date of this License.

33. SITE CONDITIONS/NO REPRESENTATION OR WARRANTY.

A. The State makes no representation or warranty, either express or implied, to AAT regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Site. AAT's use of the Site is on an "as is" basis.

B. Whenever the State is required, whether prior to or during the term of this License, and whether voluntary or required hereunder, to make any approval, representation, or requirement regarding any Facility or

Equipment (other than State Equipment), including but not limited to location, placement, compatibility, electromagnetic interference, repairs, replacements, modifications, or alterations thereto, that the State makes no warranty whatsoever, either express or implied, as to merchantability or fitness for any particular purpose or use of any Equipment (other than State Equipment) or Facility for any particular purpose. AAT acknowledges that it is not relying on the State's skill or judgment and that the State makes no warranty whatsoever relating to any Facility, Equipment (other than State Equipment), or any replacements, repairs, modifications, or alterations of any Facility or Equipment (other than State Equipment). Without limiting the foregoing, the State shall have no liability to AAT for any loss or damage due to any imperfect or defective title to the Site. In no event shall the State ever be liable to Licensee or to any Sublicensee for any special, indirect, or consequential damages, including but not limited to lost profits, lost business, lost business opportunities, lost customers, or damage to business reputation.

34. WAIVER.

Any breach or default by a party shall not be waived or released other than in writing signed by the other party. The failure of a party to enforce any provision of this License shall not constitute a waiver of that provision or deprive the party of the right to subsequently enforce that term, or any other term, of this License.

35. ASSIGNMENT.

A. Assignment By AAT. AAT shall not have the right to assign this License or to assign or delegate any of its duties or obligations under this License to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Paragraph shall be null and void. Further, AAT may not assign the right to receive money due under this Agreement without the prior written consent of the State. Notwithstanding the foregoing, AAT may, without seeking consent of the State but upon prior written notice thereto, assign this Agreement and/or its duties, rights and obligations hereunder to (i) any parent, subsidiary or affiliate of AAT; (ii) any entity with which or into which AAT is merged or consolidated; or (iii) any purchaser of 51% or more of AAT's stock or assets. Nothing in this Paragraph 35 shall prevent AAT from pledging the License Fees collected under this License except for those portions of the License Fees to which the State is entitled under this License.

B. Successors and Assigns. Subject to the provisions of this License, this License shall extend to, inure to the benefit of, and bind the successors and assigns of AAT and any subsequent owner of the Site that elects to acquire ownership of the Site subject to this License.

36. FORCE MAJEURE.

The time of performing any duty or obligation of the State or AAT hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, governmental action, or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control, of the party required to perform such duty or obligation.

37. RELATIONSHIP OF PARTIES.

The relationship between the State and AAT is that of client and independent contractor. No agent, employee, or servant of AAT or any of its subcontractors shall be, or shall be deemed to be, an employee, agent, or servant of the State for any reason. AAT shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this License.

38. NO THIRD PARTY BENEFICIARY

AAT shall include the following provision in all Site Licenses granted by AAT:

"This Site License is granted pursuant to a separate Tower Construction License Agreement between the State, as licensor, and AAT, as licensee and shall be subject to termination if the Tower Construction License Agreement is terminated. The Sublicensee shall not be an intended third party beneficiary of that Tower Construction License Agreement between the State and AAT."

39. RECORDATION.

AAT may record the Memorandum of License attached hereto as Exhibit 3 with the Register of Deeds for the County in which the Site is situated. In the event the form of Exhibit 3 is not acceptable to the Register of Deeds, the State agrees to execute, upon request of AAT, such other documents as may be required to evidence this License.

40. ENTIRE AGREEMENT.

This License, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.

41. SEVERABILITY.

Any provision of this License which is deemed to be invalid by any governmental or judicial body having authority over this License shall be considered deleted from this License. Such determination shall not invalidate the remaining provisions of this License.

42. SURVIVAL.

Any provision of this License that imposes a continuing obligation on a party including, but not limited to the AAT's indemnity and other obligations, shall survive the expiration or other termination of this License for any reason.

43. GOVERNING LAW.

This License shall be governed by and construed under the laws of the State of Michigan. Any action or law or in equity or other proceeding to enforce this License shall only be brought in a court of competent jurisdiction in the State of Michigan.

44. PARAGRAPH HEADINGS.

The paragraph headings used throughout this License are provided for convenience only and shall not control the interpretation of this License.

IN WITNESS WHEREOF, the parties agree to be bound by this License as of the Effective Date.

[SIGNATURE AND NOTARY BLOCKS]

EXHIBIT 1

LEGAL DESCRIPTION OF SITE AND PLOT PLAN

INSERT LEGAL DESCRIPTION AND DRAWING DESIGNATING
LOCATIONS OF PROPERTY, LICENSED SITE, ACCESS ROUTE
AND PARKING AREA

EXHIBIT 2

TOWER SPECIFICATIONS

Approximate Height:

Design:

Guys:

EXHIBIT 3

MEMORANDUM OF LICENSE

A. The State of Michigan, by its Department of _____ (“the State”), having an address of _____, owns certain property located at _____ in the _____ of _____, County of _____, and State of Michigan, and known on the tax map for said as _____ (the “Property”).

B. By way of that certain License Agreement dated _____, the State granted to AAT Communications Corp. (“AAT”), a New York corporation having an address of Woodbridge Place, 517 Route One South, Fifth Floor, Iselin, New Jersey 08830, the right to use a certain portion of the Property (the “Licensed Site”) for the construction and operation of a communications tower and equipment shelters.

C. The State and AAT have agreed that AAT may, at its option, record a Memorandum giving notice as to AAT’s interest in the Licensed Site.

Now, Therefore, the State and AAT represent as follows:

1. The Licensed Site is in the location as set forth on the plan attached hereto as Attachment “A”.
2. The initial term of the License is _____ years, commencing on _____ and ending on _____. AAT may, at its option, renew the term of the License for _____ additional _____ year periods.

Accepted by: The State

Accepted by: AAT
AAT Communications Corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My Commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public

My Commission expires: _____

ATTACHMENT "A" TO MEMORANDUM OF LICENSE

PLAN

EXHIBIT 4

SITE ACCESS PROCEDURES AND REQUIREMENTS

EXHIBIT 5

SITE LICENSE